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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF RIVERSIDE**

11 JERRY DAGRELLA, an individual,  
12 Plaintiff,

13 v.

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

17 Defendants.

Case No.: CVCO2405948

Assigned to the Hon. Laura Garcia  
Dept. C1

**DEFENDANT SAMSUNG ELECTRONICS  
AMERICA, INC.'S OPPOSITION TO  
PLAINTIFF'S MOTION FOR SUMMARY  
JUDGMENT, OR IN THE ALTERNATIVE,  
SUMMARY ADJUDICATION OF ISSUES**

Date: June 2, 2025  
Time 8:30 a.m.  
Dept.: C-1

*[Filed concurrently with SEA's Response to Plaintiff's  
Separate Statement and Statement of Additional  
Material Facts; Declaration of Jennifer Cooper in  
Support of Opposition; SEA's Evidentiary Objections  
to the Declarations of Expert Antonio Hernandez and  
Plaintiff Jerry Dagrella; and [Proposed] Order  
Sustaining SEA's Evidentiary Objections]*

[Limited Civil Case]

Complaint Filed: September 5, 2024  
Amended Complaint Filed: October 7, 2024

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1 **I. INTRODUCTION**

2 Plaintiff Jerry Dagrella (“Plaintiff”) filed his Motion for Summary Judgment (“Motion”), seeking  
3 summary judgment against Defendant Samsung Electronics America, Inc. (“SEA”) on his three causes of  
4 action for (i) breach of express warranty, (ii) violation of the Magnuson–Moss Warranty Act (“MMWA”),  
5 15 U.S.C. §§ 2301 et seq., and (iii) negligence. Unlike other pro se litigants who are unfamiliar with the  
6 California Code of Civil Procedure, Plaintiff is an attorney who presumably understands the burden  
7 imposed on a moving party seeking summary judgment. Yet, Plaintiff’s three–paged Motion does not even  
8 come close to satisfying this burden. Rather than offering admissible evidence<sup>1</sup> to prove each element of  
9 each of his three causes of action, Plaintiff’s Motion makes conclusory arguments and cites only three  
10 cases—two of which do not even address the proposition for which he cites them for. This Court has the  
11 discretion and should deny the Motion for this reason alone. If the Court is inclined to address the merits  
12 of Plaintiff’s claims, the Motion should be denied because each of his causes of action against SEA fail as  
13 a matter of settled California law.

14 **II. STATEMENT OF FACTS**

15 A. The Limited Warranty Coverage for Plaintiff’s Samsung® Smart Gas Dryer.

16 On August 11, 2024, Plaintiff Jerry Dagrella purchased a Samsung® Smart Gas Dryer (the “Dryer”)  
17 from SEA’s website for \$959.83. (Plaintiff’s Separate Statement of Undisputed Material Facts (“SUMF”),  
18 ¶ 1.) The Dryer was delivered to Plaintiff’s residence and installed on August 13, 2024. (SEA’s Separate  
19 Statement of Additional Undisputed Material Fact (“AUMF”), ¶ 1.)

20 The one–year Limited Warranty for the Dryer took effect on August 14, 2024. (*Id.*) Under the  
21 Limited Warranty, a consumer purchaser must contact SEA to request warranty service, which “can only  
22 be performed by [an] authorized service center.” (*Id.* ¶ 2.) In–home warranty service is provided to the  
23 consumer purchaser at no charge. (*Id.*) To receive in–home service, the Dryer “must be unobstructed and  
24 accessible to the service agent.” (*Id.* ¶ 3.) The Limited Warranty covers “manufacturing defects in materials  
25 or workmanship encountered in normal household, noncommercial use of” the Dryer. (*Id.* ¶ 4.) The Limited  
26 Warranty expressly does not cover:

27 \_\_\_\_\_  
28 <sup>1</sup> For example, Plaintiff relies on “[o]nline consumer forums from the Better Business Bureau, TrustPilot [and] Reddit” to support his argument that SEA has a “standard practice” and “reputation for warranty evasion.” (Mot. at p. 1:14-18.) Not only is this information irrelevant to Plaintiff’s claims, but it is also textbook hearsay. (See Code Civ. Proc. § 437c(d).)

1 damage that occurs in shipment, delivery, installation, and uses for which this product was  
2 not intended; damage caused by unauthorized modification or alteration of the product; ...  
3 cosmetic damage including scratches, dents, chips, and other damage to the product's  
4 finishes; damage caused by abuse, misuse, pest infestations, accident, fire, floods, or other  
5 acts of nature or God; damage caused by use of equipment, utilities, services, parts, supplies,  
6 accessories, applications, installations, repairs, external wiring or connectors not supplied  
7 or authorized by [SEA]; damage caused by incorrect electrical line current, voltage,  
8 fluctuations and surges; damage caused by failure to operate and maintain the product  
9 according to instructions; in-home instruction on how to use your product; and service to  
10 correct installation not in accordance with electrical or plumbing codes or correction of  
11 household electrical or plumbing (i.e., house wiring, fuses, or water inlet hoses).

8 (*Id.* ¶ 5.) “Visits by an authorized servicer to explain product functions, maintenance or installation” are  
9 not covered. (*Id.* ¶ 6.) Under the Limited Warranty, SEA “does not warrant uninterrupted or error-free  
10 operation” of the Dryer. (*Id.* ¶ 7.) If “manufacturing defects in materials or workmanship” exist in the Dryer  
11 and are covered by the Limited Warranty, then the Dryer “will be repaired, replaced, or the purchase price  
12 refunded, at the sole option” of SEA. (*Id.* ¶ 33.) The Limited Warranty also includes a “LIMITATION OF  
13 REMEDIES” provision, which states:

14 YOUR SOLE AND EXCLUSIVE REMEDY IS PRODUCT REPAIR, PRODUCT  
15 REPLACEMENT, OR REFUND OF THE PURCHASE PRICE AT SAMSUNG’S  
16 OPTION, AS PROVIDED IN THIS LIMITED WARRANTY. SAMSUNG SHALL NOT  
17 BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES,  
18 INCLUDING BUT NOT LIMITED TO TIME AWAY FROM WORK, HOTELS AND/OR  
19 RESTAURANT MEALS, REMODELING EXPENSES, LOSS OF REVENUE OR  
20 PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS REGARDLESS  
21 OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF  
22 SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20 (*Id.* ¶ 41.)

21 B. Plaintiff Files this Lawsuit After SEA Had Only One Opportunity to Repair the Dryer.

22 From the date of delivery to the present, it is undisputed that the Dryer functioned and operated in a  
23 manner sufficient to dry Plaintiff’s clothing, bedding, towels, and similar items. (*Id.* ¶ 11.) On September  
24 2, 2024, Plaintiff contacted SEA to request a warranty repair service. (SUMF ¶ 3; AUMF ¶ 8.) The warranty  
25 service request was assigned to SEA’s authorized service center, Service Quick, Inc.<sup>2</sup> (herein, “SQ”), the  
26

27 \_\_\_\_\_  
28 <sup>2</sup> On March 19, 2024, SEA and SQ entered into the Samsung Service Center Agreement whereby SQ agreed to provide in-home  
warranty repair services for SEA as a “nonexclusive authorized service center” to carry out the terms of the Limited Warranty.  
(AUMF ¶¶ 74-82.)

1 same day. (AUMF ¶ 9.) Plaintiff initiated the request after he “noticed a loud scraping noise during  
2 operation” of the Dryer. (*Id.* ¶ 10.)

3 On September 4, 2024, SQ’s repair technician, John Duik Lee, arrived at Plaintiff’s residence and  
4 inspected the Dryer. (*Id.* ¶ 14.) During his inspection, Mr. Lee observed damage to the left inside frame of  
5 the Dryer and photographed the damage. (*Id.* ¶¶ 15–16.) He then reported to SEA that the Dryer had  
6 physical damage. (*Id.* ¶ 15.) Based on the information conveyed by Mr. Lee, it was determined that the  
7 internal damage to the Dryer was not covered by the Limited Warranty. (*Id.* ¶ 17.) Later that afternoon,  
8 Plaintiff spoke with service pending management group (“SPMG”) representative, Joseph Fabrice. (*Id.* ¶  
9 21.) In Mr. Fabrice’s call notes, he states that Plaintiff called in “due to the fact the tech came . . . and said  
10 the unit can’t be repaired because it was damaged during delivery.” (*Id.*) At or around 4:27 p.m., Plaintiff  
11 was transferred to SPMG representative Kinstong Lucien who advised Plaintiff that, based on the notes  
12 provided by SQ, the Dryer had physical damage that was not covered by the Limited Warranty. (*Id.* ¶ 22.)  
13 In Mr. Lucien’s call notes, he indicates that Plaintiff told him that he was a lawyer and stated that “he will  
14 sue Samsung.” (*Id.*) At Plaintiff’s request, Mr. Lucien advised Plaintiff that he would arrange a call back  
15 from a supervisor. (*Id.*)

16 On September 5, 2024, at approximately 10:32 a.m., Plaintiff filed this lawsuit against SEA alleging  
17 two causes of action for (1) breach of express warranty, and (2) violation of the Magnuson–Moss Warranty  
18 Act (“MMWA”). (*Id.* ¶ 23.) This lawsuit was filed by Plaintiff less than 19 hours<sup>3</sup> after his call with Mr.  
19 Lucien and before an SPMG supervisor had the opportunity to call Plaintiff back to further discuss his  
20 warranty claim. (*Id.* ¶¶ 24, 26.) Later the same day, on September 5, 2024, SPMG supervisor Ritamelia  
21 Matos called Plaintiff to follow up with him regarding his warranty service request. (*Id.* ¶ 27.) In her call  
22 notes, Ms. Matos states that Plaintiff informed her during the call that he “already filed a lawsuit.” (*Id.*)  
23 Before Plaintiff filed this lawsuit, SEA was provided only one attempt to repair the Dryer. (*Id.* ¶ 30.) SEA  
24 made further attempts to contact Plaintiff about his warranty service request after the lawsuit was filed. (*Id.*  
25 ¶ 28.) On October 8, 2024, SEA even offered to replace the Dryer under the Limited Warranty, but Plaintiff  
26 rejected the offer to instead pursue his claims through this civil limited case. (*Id.* ¶ 29.)

27 \_\_\_\_\_  
28 <sup>3</sup> To quickly initiate his lawsuit against SEA, Plaintiff largely recycled the same allegations contained in the complaint he filed  
in his personal capacity against the Whirlpool Corporation after it allegedly refused to replace his KitchenAid refrigerator.  
(AUMF ¶ 25.)

1 C. Plaintiff Amends His Complaint to Seek Remodeling Costs from SEA Caused by the Alleged  
2 Negligence of its the Authorized Service Center’s Technician.

3 On October 7, 2024, Plaintiff filed his First Amended Complaint (“FAC”) to add a negligence claim  
4 against SEA. (See FAC ¶¶ 15, 31–35.) According to the FAC, on September 7, 2024, Plaintiff discovered  
5 that the tile floor around the Dryer “was cracked and scratched” and that the vent house for the Dryer was  
6 “completely town apart.” (*Id.* ¶ 15.) In the FAC, Plaintiff expressly blames the technician’s alleged  
7 “careless reinstallation” and “negligent handling” of the Dryer for these damages. (*Id.*) Despite having the  
8 opportunity to do so, Plaintiff did not add SQ or its technician as defendants in this lawsuit. Instead, Plaintiff  
9 seeks to hold SEA liable for the technician’s alleged negligence and claims it is “both fair and logical” for  
10 SEA to “bear the full cost” of remodeling his flooring at an estimated cost of at least \$15,000. (*Id.* ¶ 34.)  
11 According to Plaintiff, a simple replacement of the few damaged tiles in his laundry room is “impossible”  
12 because the damaged tiles are no longer manufactured and because “[r]eplacing only the damaged tiles  
13 with a different design would create an unsightly and inconsistent floor appearance, drastically reducing  
14 the aesthetic value and potentially the market value” of his house. (*Id.*) For such reasons, Plaintiff alleges  
15 that “it is necessary to replace all the tile in both the laundry area and the adjoining foyer” to restore the  
16 flooring in his house to its original condition. (*Id.*) Since filing the FAC, however, Plaintiff’s estimates to  
17 replace the flooring have doubled from \$15,000 to \$30,000. (Compare FAC ¶ 34 with Dagrella Decl. ¶ 7.)

18 At the same time, Plaintiff accuses SEA in his Motion of engaging in bad faith litigation tactics,  
19 stating that SEA provided “minimal responses” to Plaintiff’s form interrogatories only after he threatened  
20 SEA with a motion for sanctions. (Mot. at p. 2:4–7.) The story Plaintiff attempts to paint for the Court is  
21 misleading and inaccurate. On February 26, 2025, SEA served Plaintiff with substantive, code-compliant  
22 supplemental responses to each of Plaintiff’s form interrogatories. (See Cooper Decl., Ex. 7.) Citing the  
23 California Court of Appeal’s published decision in *Bacoka v. Best Buy Stores, L.P.*, SEA provided Plaintiff  
24 with the contact information for SQ and explained to Plaintiff that, under California law, SEA cannot be  
25 held legally responsible for the alleged damage to his laundry room flooring caused by SQ’s technician  
26 who is not an employee, agent, or representative of SEA. (*Id.* at p. 11.) Despite having this information,  
27 five days later, Plaintiff filed his three-page Motion on March 3, 2025. In a transparent attempt to mislead  
28 the Court into granting summary judgment against SEA on his third cause of action for negligence,

1 Plaintiff's Motion intentionally omits any reference to SQ and misrepresents SQ's technician as  
2 "Samsung's technician." (See Mot. at pp. 1:25–26, 2:28, 3:2–4, 3:6, 3:23.)

3 Moreover, on February 26—less than four hours after SEA served Plaintiff with its supplemental  
4 discovery responses—Plaintiff served SEA with an Offer to Compromise under Code of Civil Procedure  
5 § 998. (See Cooper Decl., ¶ 18.) Under the statute, if a defendant rejects an offer made by a plaintiff and  
6 fails to obtain a more favorable judgment, the Court can require a defendant to pay post-offer costs of the  
7 services of expert witnesses. Seemingly aware of this as an attorney himself, on or around February 26,  
8 Plaintiff retained Antonio Hernandez to conduct an in-person inspection of the Dryer for purposes of  
9 submitting an expert declaration in support of Plaintiff's Motion. (See Hernandez Decl. ¶ 2.) This is just  
10 one example of the tactics used by Plaintiff to drive up SEA's litigation costs in this civil limited case.

11 Despite representing himself in this case, Plaintiff has also consistently threatened SEA with  
12 increased statutory attorney's fees. Presumably aware that California law does not permit attorneys who  
13 represent themselves to collect fees, on November 12, 2024, Plaintiff sent an email informing SEA's  
14 counsel that, although he is "appearing pro per, [he] [has] retained counsel assisting with filings" and that  
15 "[g]iven the applicable fee statute, increased litigation costs would not benefit" SEA if did not agree to  
16 amend its Answer to the FAC in lieu of Plaintiff filing a demurrer and motion to strike. (See Cooper Decl.,  
17 Ex. 15.) On February 1, 2025, Plaintiff later told SEA that he would "hand this matter off entirely to  
18 specialized consumer product defect litigation counsel" that "would expose [SEA] to significantly higher  
19 statutory attorney fees." (Dagrella Decl., Ex. C at p. 2.) On February 28, Plaintiff again raised the risk of  
20 "increased costs, including [] attorney fees, far exceeding the modest stakes of this case" if SEA did not  
21 agree to produce certain categories of documents that SEA timely and properly objected to as irrelevant,  
22 oppressive, unduly burdensome, and disproportionate to the needs of this civil limited case. (Cooper Decl.,  
23 Ex. 16.) To legitimize his threats, on the same date the Motion was filed, Plaintiff served SEA with a Notice  
24 of Association of Counsel identifying attorney Jason Ackerman as his co-counsel. (Cooper Decl., ¶ 20.)

25 In short, Plaintiff's documented approach of intentionally driving up SEA's litigation costs in this  
26 civil limited case undermines the purpose of the "Economic Litigation for Limited Civil Cases" procedures  
27 codified in Code of Civil Procedure §§ 90–100, which were designed to "to make it more affordable to  
28

1 pursue and defend actions falling within the limited civil classification.” (*Meza v. Portfolio Recovery*  
2 *Associates, LLC* (2019) 6 Cal.5th 844, 848.)

3 **III. THE COURT SHOULD DENY PLAINTIFF’S MOTION IN ITS ENTIRETY**

4 A. Plaintiff Has Not Met His Initial Burden in Moving for Summary Judgment.

5 The Court should deny the Motion outright because Plaintiff fails to satisfy his initial burden under  
6 Code of Civil Procedure Section 437c. As the California Supreme Court explained in *Aguilar*, a plaintiff  
7 moving for summary judgment bears the initial “burden of showing that there is no defense to a cause of  
8 action” by proving that he is entitled to judgment as a matter of law on “each element” of a cause of action.  
9 (See *Aguilar v. Atl. Richfield Co.* (2001) 25 Cal.4th 826, 849, citing Code Civ. Proc., § 437c.) Plaintiff’s  
10 three-paged Motion does not even include a recitation of the elements necessary to prove his three causes  
11 of action. (*Id.*) Plaintiff likewise fails to offer admissible evidence to satisfy each element for each of his  
12 causes of action. (See Code Civ. Proc., § 437c, subd. (p)(1) [requiring a plaintiff to prove “each element of  
13 a cause of action entitling [him] to judgment on the cause of action.”]) Except for the three cases cited in  
14 support of his negligence claim—which, as discussed in Section III.D, are clearly inapplicable—Plaintiff  
15 also fails to provide the Court with any legal authority to support his arguments. (See *Ewald v. Nationstar*  
16 *Mortg., LLC* (2017) 13 Cal.App.5th 947, 949 [holding plaintiff’s counsel failed to establish whether triable  
17 issues of fact existed where the brief did not describe the elements of either cause of action and was not  
18 supported by authority]; *WFG Nat’l Title Ins. Co. v. Wells Fargo Bank, N.A.* (2020) 51 Cal.App.5th 881,  
19 894 [disregarding conclusory arguments that are not supported by pertinent legal authority].)

20 Having not met his initial burden, Plaintiff is not entitled to summary judgment. (See *Consumer*  
21 *Cause, Inc. v. SmileCare* (2001) 91 Cal.App.4th 454, 468 [holding summary judgment must be denied  
22 when the moving party does not meet his initial burden].) The Court should deny the Motion for this reason  
23 alone. Should the Court find that Plaintiff satisfied his initial burden, the Motion still must be denied  
24 because Plaintiff’s three causes of action against SEA fail as a matter of law.

25 B. Plaintiff’s First Cause of Action for Breach of Express Warranty Fails.

26 As for his first cause of action, Plaintiff seeks summary judgment for breach of express warranty  
27 based on his conclusory argument that the Dryer had a “defect” and SEA “refused to act.” (Mot. at p. 2:12–  
28

1 19.) The undisputed evidence, however, reveals that Plaintiff cannot prevail on his breach of express  
2 warranty claim against SEA.

3 To prevail on a breach of express warranty claim under the Commercial Code, Plaintiff must  
4 establish five elements: (1) an express warranty to repair defects given in connection with the sale of goods;  
5 (2) the existence of a defect covered by the warranty; (3) the buyer’s notice to the seller of such a defect  
6 within a reasonable time after its discovery; (4) the seller’s failure to repair the defect in compliance with  
7 the warranty; and (5) resulting damages. (See *Orichian v. BMW of North America, LLC* (2014) 226  
8 Cal.App.4th 1322, 1333–1334.) Plaintiff’s Motion only addresses the second element, arguing that the  
9 Dryer has a “2-3mm drum misalignment” that Plaintiff claims is a defect “that could only have originated  
10 during factory assembly” because his expert “ruled out shipping or installation damage” given “the absence  
11 of external impact marks that would accompany such post-manufacture issues.” (Mot. at p. 2:16–19.)  
12 Putting aside that Plaintiff’s expert declaration is inadmissible, this argument fails because Plaintiff does  
13 not explain how the claimed “defect” is covered by the Limited Warranty.

14 It is well established that a manufacturer’s liability for breach of express warranty “derives from,  
15 and is measured by, the terms of that warranty.” (*Cipollone v. Liggett Group, Inc.* (1992) 505 U.S. 504,  
16 525.) A plaintiff cannot prevail on an express warranty claim where the warranty does not promise coverage  
17 for the harm alleged. (See *In re Sony PS3 Other OS Litig.* (9th Cir. 2014) 551 F. App’x 916, 919 [affirming  
18 dismissal of express warranty claim brought under California state law where Sony did not promise the  
19 product characteristic claimed].) Here, the Dryer is warranted against “manufacturing defects in materials  
20 or workmanship encountered in normal household, noncommercial use of” the Dryer. (AUMF ¶ 4.) Among  
21 other things, the Limited Warranty does not cover “damage that occurs in shipment, delivery, installation,  
22 and uses for which this product was not intended” or “cosmetic damage including scratches, dents, chips,  
23 and other damage to the product’s finishes.” (*Id.* ¶ 5.) The Limited Warranty also does not “warrant  
24 uninterrupted or error-free operation” of the Dryer. (*Id.* ¶ 7.) Pertinent here, the User Manual for the  
25 Dryer—which contains the Limited Warranty—discloses to consumers that it is normal for this type of  
26 dryer to make noise “due to the high velocity of air moving through the dryer drum, fan, or exhaust system”  
27 and that it is “normal to hear the dryer gas valve or heating element cycle on and off during the drying  
28 cycle.” (*Id.* ¶¶ 12–13.)

1 Plaintiff initiated his warranty repair service claim “due to noise during operation” of the Dryer.  
2 (FAC ¶ 8.) It is undisputed that, despite the noise, the Dryer has always been operational. (AUMF ¶ 53.)  
3 California law is clear that express limited warranties covering “materials and workmanship” do not cover  
4 design defects. (See, e.g., *Clark v. LG Elecs. U.S.A., Inc.* (S.D. Cal. Oct. 29, 2013) 2013 WL 5816410, at  
5 \*7.) To the extent the noise from the Dryer is the result of an alleged design defect, Plaintiff’s claim fails.  
6 His claim also fails because the terms of the Limited Warranty explicitly do not promise “uninterrupted”  
7 operation of the Dryer (AUMF ¶ 7), and Plaintiff does not offer any admissible evidence showing that the  
8 noise he complains about is peculiar to his Dryer, as required to demonstrate a manufacturing defect. (See  
9 *McCabe v. Am. Honda Motor Co.* (2002) 100 Cal.App.4th 1111, 1120.) Finally, the evidence submitted by  
10 SEA shows that SQ’s technician observed physical damage to the Dryer when he inspected it at Plaintiff’s  
11 residence on September 4, 2024. (AUMF ¶ 14–17.) At the least, this evidence creates a triable issue of fact  
12 as to the second element of Plaintiff’s cause of action for breach of express warranty. (See *Aguilar*, 25  
13 Cal.4th at p. 851.) Even if Plaintiff met his burden on the second element (which he did not), the Motion  
14 still must be denied because the undisputed evidence shows that he cannot satisfy the third, fourth, or fifth  
15 elements required under the Commercial Code. (See *id.* at p. 853 [holding all a defendant needs to do to  
16 defeat a plaintiff’s motion for summary judgment is to show that one or more elements of the cause of  
17 action cannot be established].)

18 To satisfy the third element, Plaintiff must show that his pre-suit notice of the breach was  
19 reasonable. (See Com. Code, § 2607(3)(A) [“The buyer must, within a reasonable time after he ... discovers  
20 or should have discovered any breach, notify the seller of breach or be barred from any remedy”].) The  
21 pre-suit notice requirement is “designed to allow the seller the opportunity to repair the defective item,  
22 reduce damages, avoid defective products in the future, and negotiate settlements.” (*Cardinal Health 301,*  
23 *Inc. v. Tyco Elecs. Corp.* (2008) 169 Cal.App.4th 116, 135.) Here, the undisputed evidence shows that  
24 Plaintiff filed this lawsuit after providing SEA with only one repair attempt. (AUMF ¶ 30.) It shows that  
25 he filed this lawsuit less than 19 hours after he was informed by an SPMG representative that a supervisor  
26 would call him back to further discuss his warranty claim. (*Id.* ¶¶ 22, 24.) It also shows that the lawsuit  
27 was filed before the SPMG supervisor called Plaintiff on September 5, 2024. (*Id.* ¶ 26.) By recycling his  
28 allegations against the Whirlpool Corporation and rushing to Court to file a nearly identical complaint

1 against SEA, Plaintiff deprived SEA of a reasonable opportunity to cure the alleged breach. (*Id.* ¶ 25.) Had  
2 he provided SEA with a reasonable amount of time before filing this lawsuit, the undisputed evidence  
3 reveals that this dispute could have been resolved without litigation. (*Id.* ¶ 29.) Under analogous facts,  
4 California courts have routinely held that the plaintiff’s pre-suit notice was not reasonable and have  
5 dismissed the alleged breach of express warranty claim as a matter of law. (See, e.g., *Cardinal Health*,  
6 169 Cal.App.4th at 137 [holding the plaintiff did not provide reasonable notice under § 2607(3)(A) where  
7 the buyer provided notice to the seller on the date the lawsuit was served on defendant]; *Alvarez v. Chevron*  
8 *Corp.* (9th Cir. 2011) 656 F.3d 925, 932–933 [holding the plaintiffs failed to provide reasonable notice  
9 under § 2607(3)(A) because their notice letter was sent to defendants simultaneously with service of the  
10 complaint].) Because Plaintiff cannot satisfy the third element, his Motion must be denied.

11 Plaintiff has not and cannot carry his burden on the fourth element. In his Motion, Plaintiff cites his  
12 own declaration to support his argument that the Dryer had a “defect” and SEA “refused to act.” (Mot. at  
13 p. 2:12–19.) The existence of an alleged defect, however, is not dispositive. (See *Weeks v. Google LLC*  
14 (N.D. Cal. Aug. 16, 2018) 2018 WL 3933398, at \*6 [explaining courts do not consider the alleged defect  
15 by itself to be a basis for the breach of express warranty claim].) The question, instead, is whether Plaintiff  
16 sought repairs, refunds, or replacements and, if so, whether SEA responded appropriately under the  
17 warranty. (See *Kent v. Hewlett-Packard Co.* (N.D. Cal. July 6, 2010) 2010 WL 2681767, at \*6, fn. 4; see  
18 also *Cipollone*, 505 U.S. at p. 525–526 [liability for breach of express warranty derives from, and is  
19 measured by, the terms of that warranty].) Here, the undisputed facts establish that SEA “responded  
20 appropriately” under the Limited Warranty. Upon receipt of Plaintiff’s warranty service request, SEA  
21 promptly assigned his claim to the authorized service center located in Plaintiff’s area. (AUMF ¶¶ 34–35.)  
22 The authorized service center promptly scheduled and performed the warranty repair within two days of  
23 Plaintiff’s service request. (*Id.* ¶ 36.) SEA’s third-party customer representatives spoke with Plaintiff after  
24 his appointment and advised him that a supervisor would return his call to engage in further discussions  
25 regarding his warranty claim. (*Id.* ¶¶ 37–39.) It is undisputed that, on October 8, 2024, Plaintiff was offered  
26 a replacement dryer, which he refused to accept. (*Id.* ¶ 42.) And it is undisputed that SEA had only one  
27 repair opportunity before Plaintiff filed this lawsuit. (*Id.* ¶ 43.)

1 Under these facts, Plaintiff cannot prove that SEA breached the Limited Warranty as required to  
2 satisfy the fourth element. (See *Ferranti v. Hewlett-Packard Co.* (N.D. Cal. Sep. 16, 2014) 2014 WL  
3 4647962, at \*6 [“The fact that Plaintiff did receive replacement printers and were able to get assistance  
4 from Tech Support indicates that HP did comply with its warranty.”].) As for the fifth element, the sole  
5 remedy available to Plaintiff under the Limited Warranty is a refund or replacement of the Dryer. (See  
6 Com. Code § 2719(1)(b) [if a remedy “is expressly agreed to be exclusive ... it is the sole remedy”]; §  
7 2719(1)(a) [“The agreement may ... limit or alter the measure of damages recoverable under this division,  
8 as by limiting the buyer’s remedies to ... repair and replacement of nonconforming goods or parts.”].) In  
9 the unlikely event this case proceeds to trial and Plaintiff somehow prevails on his first cause of action, his  
10 recoverable damages against SEA would be limited to \$ 959.83 – i.e., the amount Plaintiff paid for the  
11 Dryer. (See Dagrella Decl. ¶ 9.) For all these reasons, Plaintiff is not entitled to summary judgment on his  
12 breach of express warranty claim under the Commercial Code.

13 Finally, Plaintiff’s first cause of action alleges that SEA breached the Limited Warranty “in violation  
14 of state express warranty laws, including” under the Commercial Code. (FAC ¶ 18.) Assuming “state  
15 express warranty laws” refers to California’s Song-Beverley Act (“SBA”), Plaintiff’s breach of express  
16 warranty claim likewise fails as a matter of settled California law. Under the SBA, if a manufacturer does  
17 not service or repair the goods to conform to the applicable express warranties after a “reasonable number  
18 of attempts, the manufacturer shall either replace the goods or reimburse the buyer in an amount equal to  
19 the purchase price paid by the buyer, less that amount directly attributable to use by the buyer prior to the  
20 discovery of the nonconformity.” (Civ. Code § 1793.2(d)(1), emphasis added.) Because the term “attempts”  
21 is plural, the statute “requires more than one attempt” and does not require the manufacturer to replace the  
22 goods or reimburse the buyer “if it has had only one opportunity to repair.” (*Silvio v. Ford Motor Co.*  
23 (2003) 109 Cal.App.4th 1205, 1208-1209.) In other words, “one opportunity to repair is never enough.”  
24 (*Arakelian v. Mercedes-Benz USA, LLC* (C.D. Cal. June 4, 2018) 2018 WL 6422649, at \*3; see also  
25 *Robertson v. Fleetwood Travel Trailers of Cal., Inc.* (2006) 144 Cal.App.4th 785, 799 [reasonableness of  
26 the number of repair attempts is a question of fact ... but “at a minimum there must be more than one  
27 opportunity to fix the nonconformity”]; *Kearney*, 2010 WL 9093204, at \*6 [breach of express warranty  
28 failed as a matter of law because plaintiffs “afforded Hyundai a single opportunity to correct the alleged

1 OCS defects”].) It is undisputed that SEA was provided only one opportunity to repair the Dryer before  
2 Plaintiff filed this lawsuit. (AUMF ¶¶ 44–50.) Under the SBA, this is fatal to Plaintiff’s breach of express  
3 warranty claim. For all these reasons, the Court should deny summary judgment on Plaintiff’s first cause  
4 of action for breach of express warranty.

5 C. Plaintiff’s Second Cause of Action for Violation of the Magnuson-Moss Warranty Act Fails.

6 Plaintiff’s second cause of action under the MMWA has no merit. Plaintiff “seeks to recover  
7 damages caused as a direct result of [SEA’s] breach of [its] written and implied warranties” under the  
8 MMWA. (FAC ¶ 29.) Plaintiff argues that his statement of facts “establish each element of MMWA  
9 liability” because “(i) the gas dryer is a “consumer product” under 15 U.S.C. § 2301(1); (ii) Plaintiff is a  
10 “consumer” under 15 U.S.C. § 2301(3); (iii) [SEA] is a “warrantor” under 15 U.S.C. § 2301(5); and (iv)  
11 [SEA] violated its written warranty.” (Mot. at p. 2:22-25.) This argument is fundamentally flawed. The  
12 definitions codified in 15 U.S.C. § 2301 are not “elements” of “MMWA liability” because the MMWA  
13 does not create any federal law of warranty; rather, it provides a federal cause of action for state law express  
14 and implied warranty claims. (See *Floyd v. Am. Honda Motor Co.* (9th Cir. 2020) 966 F.3d 1027, 1032.)  
15 In other words, the substantive “elements” of an MMWA claim are the same elements required for breach  
16 of express and implied warranty claims under California law. (See *Daugherty v. Am. Honda Motor Co.*  
17 (2006) 144 Cal.App.4th 824, 833.)

18 The undisputed facts here establish that Plaintiff does not have a viable cause of action against SEA  
19 for breach of express or implied warranties under California law. This is fatal to Plaintiff’s second cause  
20 of action under the MMWA—and request for attorney’s fees—as a matter of law. As demonstrated above,  
21 Plaintiff’s breach of express warranty claim fails under the Commercial Code because the undisputed  
22 evidence shows that Plaintiff cannot satisfy the third or fourth element. He also cannot prevail on a breach  
23 of express warranty claim under the SBA because SEA was provided only one attempt to repair the Dryer.  
24 Accordingly, Plaintiff’s second cause of action under the MMWA fails insofar as it is based on SEA’s  
25 alleged breach of the Limited Warranty. (See *Daugherty*, 144 Cal.App.4th at 833 [holding the trial court  
26 correctly concluded that failure to state a warranty claim under state law necessarily constituted a failure  
27 to state a claim under the MMWA]; *Clemens v. DaimlerChrysler Corp.* (9th Cir. 2008) 534 F.3d 1017,  
28 1022, fn. 3 [federal claims under the MMWA “hinge on the state law warranty claims” and “stand or fall

1 with ... express and implied warranty claims under state law.”]; *Nilsen v. Tesla, Inc.* (N.D. Cal. June 17,  
2 2024) 2024 WL 3048563, at \*3[concluding because the plaintiff’s state law claims have all been dismissed,  
3 his MMWA claim based on those claims also fails as a matter of law].)

4 Plaintiff’s Motion fails to explain how SEA breached any “implied warranties” under the MMWA.  
5 Nor does he specify in the FAC which “implied warranties” SEA purportedly breached. Assuming the  
6 unidentified “implied warranties” referenced in the FAC are the implied warranty of merchantability and  
7 the implied warranty of fitness for a particular purpose, the undisputed facts show that Plaintiff cannot  
8 prevail under either theory. *First*, a plaintiff claiming breach of an implied warranty of merchantability  
9 must show that the product “did not possess even the most basic degree of fitness for ordinary use.” (*Mocek*  
10 *v. Alfa Leisure, Inc.* (2003) 114 Cal.App.4th 402, 406.) The “ordinary use” of a gas dryer is to dry clothes,  
11 towels, and similar items. Here, it is undisputed that the Dryer has functioned and conformed to its ordinary  
12 and intended use because, at all relevant times, the Dryer was operational and dried Plaintiff’s clothing,  
13 bedding, towels, and like items. (AUMF ¶ 51–53.) This sole undisputed fact conclusively establishes that  
14 Plaintiff does not have a viable breach of the implied warranty of merchantability claim against SEA.  
15 (*Smith v. LG Elecs. U.S.A., Inc.* (N.D. Cal. Mar. 11, 2014) 2014 WL 989742, at \*8 [dismissing claim for  
16 breach of the implied warranty of merchantability with prejudice because the plaintiff did not and could  
17 not allege that her washing machine did not conform to its ordinary and intended use, that is, to wash  
18 clothes].) *Second*, Plaintiff does not have a viable breach of the implied warranty of fitness for a particular  
19 purpose claim because he has identified no “particular purpose” for which he purchased the Dryer. (*Id.*  
20 [dismissing plaintiff’s implied warranty of fitness claim with prejudice where the plaintiff identified no  
21 particular purpose for which she purchased the washing machine]; AUMF ¶¶ 54–58.)

22 Plaintiff’s second cause of action fails for another independent reason – he did not comply with the  
23 mandatory pre-suit requirements set forth in 15 U.S.C. § 2310(e), which states that “[n]o action . . . may  
24 be brought under [the MMWA] for failure to comply with any obligation under any written or implied  
25 warranty . . . unless the person obligated under the warranty . . . is afforded a reasonable opportunity to  
26 cure such failure to comply.” (15 U.S.C. § 2310(e).) As discussed in Section III.B, the undisputed facts  
27 establish that SEA was not afforded a reasonable opportunity to cure the alleged breach of the Limited  
28 Warranty. (AUMF ¶¶ 59–71.) Plaintiff’s failure to afford SEA with a reasonable opportunity to cure under

1 15 U.S.C. § 2310 is fatal to his MMWA claim. (See, e.g., *In re Iphone 4S Consumer Litigation* (N.D. Cal.,  
2 Feb. 14, 2014) 2014 WL 589388, at \*8 [dismissing breach of express warranty claims without leave to  
3 amend where one plaintiff sent notice of the defect on the same day the lawsuit was filed and the other  
4 plaintiff sent notice four days before the lawsuit was filed, concluding that this “gave little or no opportunity  
5 for Apple to cure the alleged breach”]; *Stearns v. Select Comfort Retail Corp.* (N.D. Cal., June 5, 2009)  
6 2009 WL 1635931, at \*4 [dismissing express warranty claim where the plaintiff provided notice only 72  
7 hours before filing his lawsuit because this time frame was insufficient to provide defendants with a  
8 reasonable opportunity to cure].) Having no merit, Plaintiff’s Motion as to his second cause of action for  
9 violation of the MMWA must be denied.

10 D. Plaintiff’s Third Cause of Action for Negligence Fails.

11 SEA is not and cannot be held liable for the damages allegedly caused by the conduct of SQ’s  
12 technician because—as SEA has made clear to Plaintiff time and time again—SQ’s technician is an  
13 independent contractor and not an employee or agent of SEA. As a matter of settled California law, Motion  
14 must be denied as to Plaintiff’s third cause of action for negligence against SEA.

15 To prevail in a negligence action, a plaintiff must establish the defendant owed a legal duty, the  
16 defendant breached that duty, and the breach proximately caused the plaintiff’s damages. (*Archer v.*  
17 *Coinbase, Inc.* (2020) 53 Cal.App.5th 266, 278.) “Absent a legal duty, any injury is an injury without  
18 actionable wrong.” (*Id.*) In California, a defendant “may be liable either for (1) his own negligence, in  
19 which case he is directly liable for the resulting harm, or (2) someone else’s negligence, in which case he  
20 is vicariously liable because—in the eyes of the law—the other person’s negligence is deemed to be his  
21 own.” (*Hughes v. Farmers Ins. Exch.* (2024) 107 Cal.App.5th 73, 82.) Under the doctrine of respondeat  
22 superior, a corporate defendant can “be held vicariously liable for the tortious acts of their agents committed  
23 within the scope of the agency or employment.” (*Sandler v. Sanchez* (2012) 206 Cal.App.4th 1431, 1442.)  
24 Vicarious liability, on the other hand, cannot be imposed on a corporate defendant for the negligence of an  
25 independent contractor. (See *Bacoka v. Best Buy Stores, L.P.* (2021) 71 Cal.App.5th 126, 133.) While  
26 Plaintiff attempts to mislead the Court by referring to him as “Samsung’s technician” throughout his  
27 Motion (see Mot. at 1:25-26, 2:28, 3:2-4, 3:6, 3:23), the undisputed evidence conclusively shows that SQ’s  
28

1 technician, John Duik Lee, is an independent contractor and not an employee or agent of SEA. This  
2 foregone conclusion is supported by statute and binding California caselaw.

3 In his Motion, Plaintiff argues that SEA “requires consumers to use dispatched technicians for  
4 warranty repairs—then washes its hands of their incompetence. That cannot stand.” (Mot. at p. 2:27-28.)  
5 But this argument makes no sense. Under the SBA, SEA is required to enter into warranty service contracts  
6 with “independent service and repair facilities” (such as SQ) to carry out the terms of its express warranties  
7 for goods purchased by California consumers. (See Civ. Code, § 1793.2, subd. (a).) The FAC identifies  
8 SEA as the manufacturer and seller of the Dryer. (FAC ¶ 5.) Under the SBA, a “manufacturer” refers to  
9 the entity that “manufactures, assembles, or produces consumer goods” and a “seller” is the entity that  
10 “engages in the business of selling or leasing consumer goods to retail buyers.” (Civ. Code, §§ 1791, subd.  
11 (j), (l).) By statute, an “independent service and repair facility” cannot be “an employee or subsidiary of a  
12 manufacturer or distributor.” (Civ. Code, § 1791, subd. (f).) Rather, it refers to “any individual, partnership,  
13 corporation, association, or other legal entity” that “independent” from a manufacturer or distributor  
14 “engages in the business of servicing and repairing consumer goods.” (*Id.*)

15 Under the SBA, “[a]ny individual, partnership, corporation, association, or other legal relationship  
16 ***which engages in the business of providing service or repair to new or used consumer goods has a duty***  
17 ***to the purchaser to perform those services in a good and workmanlike manner.***” (Civ. Code, § 1796.5.)  
18 No such duty is imposed on a “manufacturer” or “seller” under the SBA and nothing in the SBA requires  
19 manufacturers to voluntarily assume liability for the tortious acts of an “independent service and repair  
20 facility.” If the California Legislature intended manufacturers or sellers to be held directly or vicariously  
21 liable for the negligent acts of independent service and repair facilities, the SBA would say so. (See *Bittner*  
22 *v. United States* (2023) 598 U.S. 85, 94 [explaining when the legislative branch includes particular language  
23 in one section of a statute but omits it from a neighbor, courts interpret that difference in language to convey  
24 a difference in meaning].) Because the SBA says the opposite, Plaintiff’s unsupported negligence theory  
25 is devoid of merit. This conclusion is further evident by the Court of Appeal’s holding in *Bacoka v. Best*  
26 *Buy Stores, L.P.*, which is factually analogous and directly on point.

27 In *Bacoka*, the plaintiffs sued Best Buy for damage to their property caused by a water leak from a  
28 washing machine purchased from Best Buy. (71 Cal.App.5th at p. 129.) In their complaint, the plaintiffs

1 alleged that the washing machine was negligently installed by agents of Best Buy. (*Id.*) Best Buy moved  
2 for summary judgment on plaintiffs’ negligence claim, arguing the washing machine was installed by an  
3 independent contractor and not by Best Buy, and that it was therefore not responsible for the damage to  
4 plaintiffs’ property. (*Id.*) The Court of Appeal affirmed the trial court’s order granting summary judgment  
5 in favor of Best Buy because the undisputed evidence established that the washing machine was installed  
6 by independent contractors and not employees of Best Buy. (*Id.* at p. 134.) In doing so, the Court of Appeal  
7 relied on evidence submitted by Best Buy showing that the plaintiffs’ washing machine was installed by  
8 employees of a third party motor carrier, B3D Transportation (“B3D”), which was hired by a licensed  
9 transportation broker, Penn Ridge Transportation, Inc. (“Penn Ridge”), pursuant to the terms of a Master  
10 Services Agreement (“MSA”) between Penn Ridge and Best Buy. (*Id.* at pp. 130-131.) Primarily relying  
11 on the terms of the MSA, the Court of Appeal held that B3D’s employees were independent contractors  
12 and, as a result, Best Buy was not vicariously liable for damages caused by B3D’s alleged negligent  
13 installation of the plaintiffs’ washing machine as a matter of law. (*Id.* at p. 134.) Here, the terms of the  
14 MSA in *Bacoka* are substantively identical to those included in the Service Center Agreement (“SCA”)  
15 between SEA and SQ. (AUMF ¶¶ 74–82.) Following *Bacoka*, the undisputed evidence therefore establishes  
16 that—like B3D’s employees—SQ’s technician is an independent contractor and not an employee or agent  
17 of SEA. Just like Best Buy in *Bacoka*, SEA is not vicariously liable for the damage to Plaintiff’s flooring  
18 allegedly caused by SQ’s technician’s alleged negligent conduct. Accordingly, Plaintiff’s Motion must be  
19 denied because Plaintiff is not entitled to summary judgment on his negligence claims as a matter of law.

20 To be sure, Plaintiff’s Motion does not advance any legally viable theory to justify holding  
21 otherwise. Plaintiff argues that SEA “cannot escape liability by claiming [that] [SQ’s] technician was an  
22 ‘independent contractor’” because “[o]stensible agency binds [SEA] to its dispatched techs” as “consumers  
23 reasonably see them as [SEA’s] agents.” (Mot. at p. 3:6-8.) This argument has no merit. To establish  
24 ostensible agency, Plaintiff is required to prove three essential elements: (i) a representation by the  
25 principal, (ii) justifiable reliance thereon by a third person, and (iii) change of position or injury resulting  
26 from such reliance. (See *Trout v. Cty. of Madera* (N.D. Cal. May 6, 2022) 2022 WL 1443252, at \*4, citing  
27 *Yanchor v. Kagan* (1971) 22 Cal.App.3d 544, 549.) The undisputed evidence shows that—before and after  
28 September 4, 2024—Plaintiff was aware and understood that SQ’s technician was not employed by SEA

1 and that SQ was a separate and distinct entity from SEA. (AUMF ¶¶ 83–90.) It also shows that SQ and its  
2 technician did not represent or hold themselves out to be agents of SEA. (*Id.*) As such, Plaintiff’s ostensible  
3 agency theory is factually unsupported. The only case cited in Plaintiff’s Motion to support his ostensible  
4 agency theory, *Secci v. United Independent Taxi Drivers, Inc.* (2017) 8 Cal.App.5th 846, does not even  
5 discuss ostensible agency. Rather, the issue there was whether the defendant (i.e., a taxicab owner  
6 association) had actual agency over its taxicab drivers. (*Id.* at p. 855.) Thus, *Secci* does not provide support  
7 for Plaintiff’s ostensible agency theory. (See *Felmlee v. Falcon Cable TV* (1995) 36 Cal.App.4th 1032,  
8 1038 [“[c]ases are not authority for propositions not discussed.”].)

9 Next, Plaintiff argues that “the nondelegable duty doctrine blocks Samsung from outsourcing  
10 warranty accountability.” (Mot. at p. 3:9-10.) The nondelegable duty doctrine only applies “when the duty  
11 preexists and does not arise from the contract with the independent contractor.” (*SeaBright Ins. Co. v. US*  
12 *Airways, Inc.* (2011) 52 Cal.4th 590, 600-601; see also *Chee v. Amanda Goldt Prop. Mgmt.* (2006) 143  
13 Cal.App.4th 1360, 1375 [holding the nondelegable duty doctrine does not create a duty where none would  
14 otherwise exist].) Here, the undisputed evidence shows that the “duty” Plaintiff seeks to impose on SEA  
15 arises from its contract with SQ. (See Cooper Decl., Ex. 5.) Plaintiff’s Motion does not otherwise identify  
16 any preexisting duty SEA owed to him under California law. Further, as discussed above, the statutory  
17 framework of the SBA forecloses this argument. Finally, Plaintiff cites two cases to support his  
18 nondelegable duty doctrine theory: *Ibrahim v. Ford Motor Co.* (1989) 214 Cal.App.3d 878 and *Harold A.*  
19 *Newman Co. v. Nero* (1973) 31 Cal.App.3d 490. (Mot. at p. 3:10-15.)

20 Neither case helps Plaintiff. With respect to *Ibrahim*, the nondelegable duty doctrine is not even  
21 mentioned in that case. (See *Felmlee*, 36 Cal.App.4th at p. 1038.) Rather, the court in *Ibrahim* determined  
22 that, under California’s Lemon Law, the trial court erroneously instructed the jury that the plaintiff was  
23 required to give the manufacturer an opportunity to correct the defect before it was required to issue  
24 plaintiff a refund where the record showed that the plaintiff had brought the vehicle to the manufacturer’s  
25 certified dealership for multiple repairs. (*Ibrahim*, 214 Cal.App.3d at pp. 892-893.) Thus, *Ibrahim* does  
26 nothing to advance Plaintiff’s nondelegable duty theory. Plaintiff’s reliance on *Nero* is likewise misplaced.  
27 There, the plaintiff purchased parts for an air conditioning system from the defendant manufacturer and,  
28 after the system malfunctioned, the defendant agreed to replace the equipment under warranty and make

1 the necessary repairs. (*Nero*, 31 Cal.App.3d at p. 495.) To do so, the defendant directly hired an  
2 independent contractor to repair the system and directly supervised the independent contractor. (*Id.*) *Nero*  
3 held that the defendant had a nondelegable duty—not from the sale of the parts to plaintiff or the  
4 replacement of the parts under warranty—but based on the defendant’s agreement to repair the system. (*Id.*  
5 at pp. 495–496.) The application of the nondelegable duty doctrine in *Nero* was heavily influenced by the  
6 fact that the defendant’s employee directly oversaw and contributed to the independent contractor’s  
7 negligent repair of the air conditioning system. (*Id.*) The undisputed facts show that SEA did not directly  
8 hire or supervise SQ’s technician, which makes *Nero* factually distinguishable and inapplicable. (AUMF  
9 ¶¶ 91–95.) Because Plaintiff’s two negligence theories are untenable, his Motion must be denied on his  
10 third cause of action.

11 **IV. CONCLUSION**

12 For all the foregoing reasons, Plaintiffs’ Motion should be denied in its entirety.

14 Dated: May 13, 2025

**GREENBERG TRAURIG, LLP**

15 By: /s/ Jennifer C. Cooper

16 Jennifer C. Cooper

17 Robert J. Herrington

18 Evan Morehouse

19 Attorneys for Defendant

20 SAMSUNG ELECTRONICS AMERICA, INC.

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:**

3 I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a  
4 party to the within action; my business address is 1840 Century Park East, Suite 1900, Los Angeles,  
California 90067-2121 and email address is Ashlee.Booker@gtlaw.com.

5 On May 13, 2025, I served the following document: **DEFENDANT SAMSUNG**  
6 **ELECTRONICS AMERICA, INC.'S OPPOSITION TO PLAINTIFF'S MOTION FOR**  
7 **SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, SUMMARY ADJUDICATION OF**  
8 **ISSUES** on the interested parties in this action addressed as follows:

9 Jerry R. Dagrella 10 DAGRELLA LAW FIRM, P.C. 1001 Wilshire Blvd., Suite 2228 Los Angeles, CA 90017 Tel: (714) 292-8249 Email: <a href="mailto:dagrella@lawyer.com">dagrella@lawyer.com</a>	<i>Attorney for Plaintiff</i>
11 Jason M. Ackerman 12 ACKERMAN LAW, PC 3200 East Gausti Rd., Suite 100 Ontario, CA 91761 Tel: (909) 456-1460 Email: <a href="mailto:jason.ackerman@ackermanlawpc.com">jason.ackerman@ackermanlawpc.com</a>	<i>Attorney for Plaintiff</i>

15  **[BY MAIL]** By placing the document(s) listed above in a sealed envelope with postage thereon  
16 fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below. I  
17 am familiar with the firm's practice of collection and processing correspondence for mailing.  
Under that practice it would be deposited with the U.S. postal service on that same day with  
postage thereon fully prepaid in the ordinary course of business.

18  **[BY E-MAIL]** By transmitting via e-mail the document(s) listed above to the addresses set forth  
19 below on this date.

20 I declare under penalty of perjury under the laws of the State of California that the above is true  
and correct.

21 Executed on May 13, 2025 at Los Angeles, California.

22 *Ashlee D. Booker*  
23 \_\_\_\_\_  
Ashlee D. Booker

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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **COUNTY OF RIVERSIDE**

16 JERRY DAGRELLA, an individual,  
17  
18 Plaintiff,

19 v.

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

24 Defendants.

Case No.: CVCO2405948

Assigned to the Hon. Laura Garcia  
Dept. C1

**DECLARATION OF JENNIFER C. COOPER IN  
SUPPORT OF SAMSUNG ELECTRONICS  
AMERICA, INC.'S OPPOSITION TO MOTION  
FOR SUMMARY JUDGMENT OR, IN THE  
ALTERNATIVE, SUMMARY ADJUDICATION  
OF THE ISSUES**

Date: June 2, 2025  
Time 8:30 a.m.  
Dept.: C-1

*[Filed concurrently with SEA's Opposition to  
Plaintiff's Motion for Summary Judgment, SEA's  
Response to Plaintiff's Separate Statement and  
Statement of Additional Material Facts; SEA's  
Evidentiary Objections to the Declarations of Expert  
Antonio Hernandez and Plaintiff Jerry Dagrella; and  
[Proposed] Order Sustaining SEA's Evidentiary  
Objections]*

[Limited Civil Case]

Complaint Filed: September 5, 2024  
Amended Complaint Filed: October 7, 2024



1           9.       Attached as **Exhibit 8** is a compilation of screenshots taken by Service Quick, Inc.'s  
2 technician, which were produced to Plaintiff in discovery and Bates-stamped SEA00000028 through  
3 SEA00000036.

4           10.       Attached as **Exhibit 9** is a true and correct copy of Plaintiff's Complaint filed in the above-  
5 captioned lawsuit on September 5, 2024.

6           11.       Attached as **Exhibit 10** is a true and correct copy of Plaintiff's First Amended Complaint  
7 filed in the above-captioned lawsuit on October 7, 2024.

8           12.       Attached as **Exhibit 11** is a true and correct copy of Plaintiff's verified responses to SEA's  
9 First Set of Special Interrogatories, dated April 11, 2025.

10          13.       Attached as **Exhibit 12** is a true and correct copy of the User Manual for the Dryer, which  
11 has been produced to Plaintiff in discovery and Bates-stamped SEA00000109 through SEA00000176.

12          14.       Attached as **Exhibit 13** is a true and correct copy of the redacted portions of an email  
13 produced to Plaintiff in discovery and Bates-stamped SEA00000177 through SEA00000178.

14          15.       Attached as **Exhibit 14** is a true and correct copy of the complaint filed in *Jerry Dagrella*  
15 *v. Whirlpool Corporation, et al.*, Riverside County Superior Court, Case No. RIC1616323, dated December  
16 9, 2016. I downloaded a copy of this complaint from CourtLink via the LexisNexis website.

17          16.       On November 12, 2024, Plaintiff sent my office a meet and confer letter regarding Plaintiff's  
18 demurrer to SEA's answer to the First Amended Complaint. A true and correct copy of this letter is attached  
19 as **Exhibit 15**.

20          17.       On February 26, 2025, I was served a copy of Plaintiff's Offer to Compromise under Code  
21 of Civil Procedure § 998.

22          18.       On February 28, 2025, I received Plaintiff's meet and confer letter regarding claimed  
23 deficiencies in SEA's supplemental responses to Plaintiff's First Set of Requests for Production and Form  
24 Interrogatories. A true and correct copy of this letter is attached hereto as **Exhibit 16**.

25          19.       On March 3, 2025, I was served a copy of Plaintiff's Notice of Association of Counsel  
26 identifying attorney Jason Ackerman as his co-counsel.

27          20.       Attached hereto as **Exhibit 17** is a true and correct copy of SEA's Requests for Production  
28 of Documents, Set One, to Plaintiff, which were served on March 13, 2025.

1           21.     Attached hereto as **Exhibit 18** is a true and correct copy of Plaintiff's verified responses to  
2 SEA's Requests for Production of Documents, Set One, April 11, 2025.

3           I declare under penalty of perjury under the laws of the State of California that the foregoing is true  
4 and correct. Executed this 13th day of May 2025, at Los Angeles, California.

5 

6 \_\_\_\_\_  
Jennifer C. Cooper

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# **EXHIBIT 1**

# Specifications

## Warning symbols for laundering

	Do not wash
	Do not wring
	Do not bleach
	Do not tumble dry
	No steam (added to iron)
	Do not iron

## Dry-clean

	Dry-clean
	Do not dry-clean
	Line dry / Hang to dry
	Drip dry
	Dry flat

## Protecting the environment

This appliance is manufactured from recyclable materials. If you decide to dispose of this appliance, please observe local waste disposal regulations. Cut off the power cord so that the appliance cannot be connected to a power source. Remove the door so that animals and small children cannot get trapped inside the appliance.

## Specification sheet

Type		Front loading dryer
Capacity (Cu.ft)		7.5
Water pressure (psi (kPa))		20-116 (137-800)
Weight	lb (kg)	119.0 (54)
Heater rating	Electric (W)	5300
	Gas (BTU/hr)	20000
Power consumption (W)		5400

# LIMITED WARRANTY (U.S.A.)

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## SAMSUNG DRYER

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### LIMITED WARRANTY TO ORIGINAL CONSUMER PURCHASER WITH PROOF OF PURCHASE AND/OR PROOF OF DELIVERY

This SAMSUNG brand product, as supplied and distributed by SAMSUNG ELECTRONICS AMERICA, INC. (SAMSUNG) and delivered new, in the original carton to the original consumer purchaser, is warranted by SAMSUNG against manufacturing defects in materials or workmanship for the following limited warranty periods, starting on the date of delivery to the original consumer purchaser:

One (1) Year All Parts and Labor

This limited warranty is valid only on products purchased and used in the United States that have been installed, operated, and maintained according to the instructions attached to or furnished with the product. To receive warranty service, the purchaser must contact SAMSUNG at the address or phone number provided below for problem determination and service procedures. Warranty service can only be performed by a SAMSUNG authorized service center. The original dated bill of sale and/or proof of delivery must be presented upon request to SAMSUNG or SAMSUNG's authorized service center to receive warranty service.

SAMSUNG will provide in-home service within the contiguous United States during the warranty period at no charge, subject to availability of SAMSUNG authorized servicers within the customer's geographic area. If in-home service is not available, SAMSUNG may elect, at its option, to provide transportation of the product to and from an authorized service center. If the product is located in an area where service by a SAMSUNG authorized servicer is not available, you may be responsible for a trip charge or required to bring the product to a SAMSUNG authorized service center for service.

To receive in-home service, product must be unobstructed and accessible to the service agent.

During the applicable warranty period, a product will be repaired, replaced, or the purchase price refunded, at the sole option of SAMSUNG. SAMSUNG may use new or reconditioned parts in repairing a product, or replace the product with a new or reconditioned product. Replacement parts and products are warranted for the remaining portion of the original product's warranty or ninety (90) days, whichever is longer. All replaced parts and products are the property of SAMSUNG and you must return them to SAMSUNG.

# LIMITED WARRANTY (U.S.A.)

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This limited warranty covers manufacturing defects in materials or workmanship encountered in normal household, noncommercial use of this product and shall not cover the following: damage that occurs in shipment, delivery, installation, and uses for which this product was not intended; damage caused by unauthorized modification or alteration of the product; product where the original factory serial numbers have been removed, defaced, changed in any way, or cannot be readily determined; cosmetic damage including scratches, dents, chips, and other damage to the product's finishes; damage caused by abuse, misuse, pest infestations, accident, fire, floods, or other acts of nature or God; damage caused by use of equipment, utilities, services, parts, supplies, accessories, applications, installations, repairs, external wiring or connectors not supplied or authorized by SAMSUNG; damage caused by incorrect electrical line current, voltage, fluctuations and surges; damage caused by failure to operate and maintain the product according to instructions; in-home instruction on how to use your product; and service to correct installation not in accordance with electrical or plumbing codes or correction of household electrical or plumbing (i.e., house wiring, fuses, or water inlet hoses). The cost of repair or replacement under these excluded circumstances shall be the customer's responsibility.

Visits by an authorized servicer to explain product functions, maintenance or installation are not covered by this limited warranty. Please contact SAMSUNG at the number below for assistance with any of these issues.

## EXCLUSION OF IMPLIED WARRANTIES

IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO ONE YEAR OR THE SHORTEST PERIOD ALLOWED BY LAW.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific rights, and you may also have other rights, which vary from state to state.

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## LIMITATION OF REMEDIES

YOUR SOLE AND EXCLUSIVE REMEDY IS PRODUCT REPAIR, PRODUCT REPLACEMENT, OR REFUND OF THE PURCHASE PRICE AT SAMSUNG'S OPTION, AS PROVIDED IN THIS LIMITED WARRANTY. SAMSUNG SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO TIME AWAY FROM WORK, HOTELS AND/OR RESTAURANT MEALS, REMODELING EXPENSES, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states do not allow exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific rights, and you may also have other rights, which vary from state to state.

SAMSUNG does not warrant uninterrupted or error-free operation of the product. No warranty or guarantee given by any other person, firm, or corporation with respect to this product shall be binding on SAMSUNG.

To obtain warranty service, please contact SAMSUNG at:

**Samsung Electronics America, Inc.**

**85 Challenger Road**

**Ridgefield Park, NJ 07660**

**1-800-SAMSUNG (726-7864)**

**[www.samsung.com/us/support](http://www.samsung.com/us/support)**

# **EXHIBIT 2**





SEA00000010



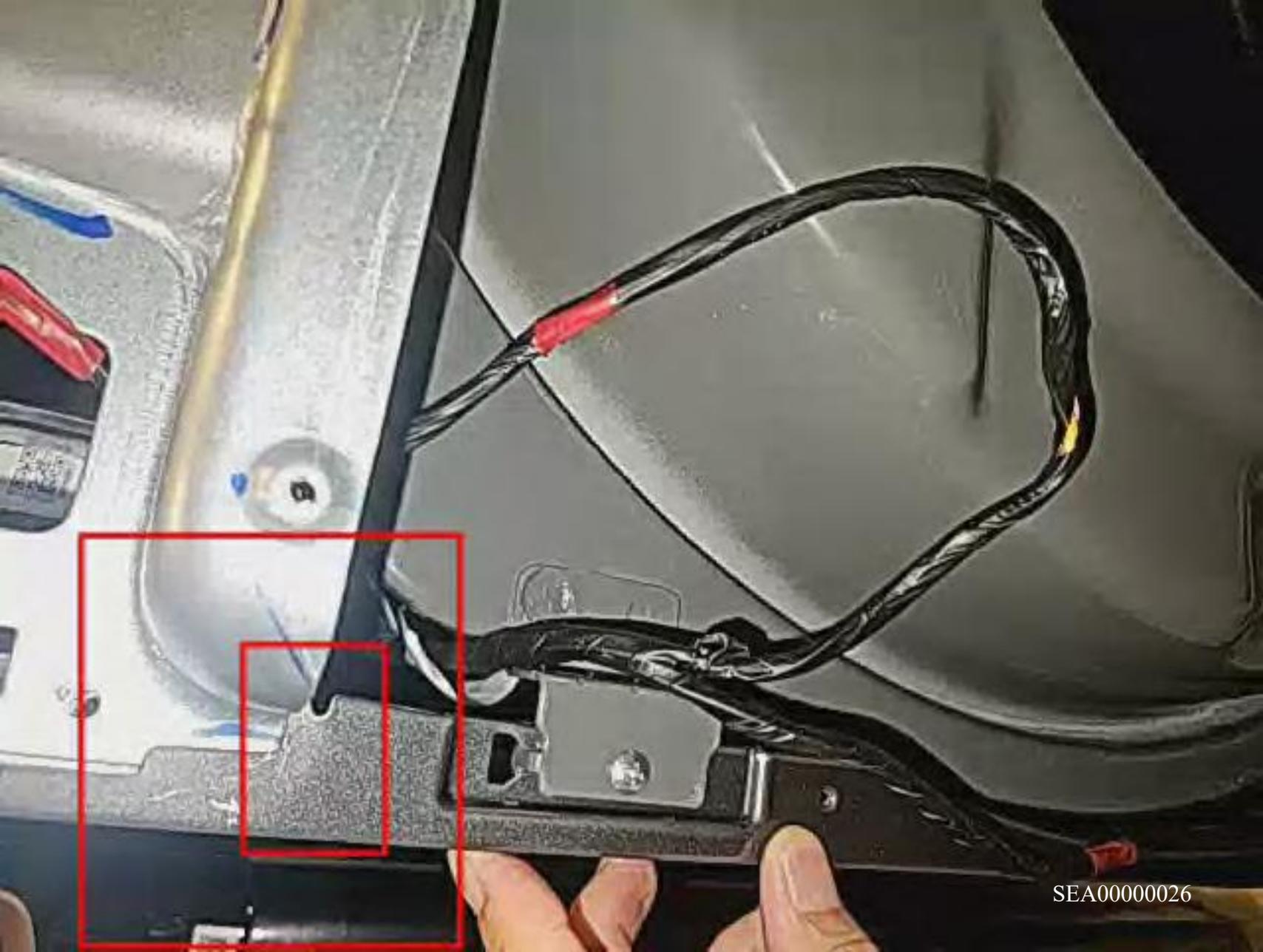
SEA0000011







SEA0000025



SEA00000026

# **EXHIBIT 3**

Customer Name: Dagrella, Jerry  
Product Model No. DVG50BG8300VA3

Product Serial No: OBNH5BBX601447N

ATTORNEY-CLIENT PRIVILEGE



◆ Kinstong Lucien [ 5084149311 ] 09/11/2024 18:00:27  
SPMG Inbound / Outbound\*\*\*correction notes\*\*\*

Inquiry: follow up / escalation

Actions taken: base on the notes " Damaged items (delivery and/or installation) customer should contact ecommerce, please advise him or transfer to them." I called 7142928249 cx name Jerry Dagrella received a vm and left a vm

ASC reassigned: N/A

Reason for reassigning ASC: N/A

ASCs rejected/no answer: N/A

NTG ID: 3636

◆ Kinstong Lucien [ 5084149311 ] 09/11/2024 17:59:03  
SPMG Inbound / Outbound

Inquiry: follow up / escalation

Actions taken: base on the notes " Damaged items (delivery and/or installation) customer should contact ecommerce, please advise him or transfer to them." I called 7142928249 cx name Jerry Dagrella received a vm

ASC reassigned: N/A

Reason for reassigning ASC: N/A

Result List:- 26 Transaction(s) found ( General: 9 , Technical: 11 , CSS: 0 , Service Request: 3 , Claim: 0 , Repair: 3 , Refund: 0 , Compensation: 0 ):  
SO Creation in past 90 days ( 0 ):  
ECR Creation – 0

SEA00000001

Customer Name: Dagrella, Jerry  
Product Model No. DVG50BG8300VA3

Product Serial No: OBNH5BBX601447N

ASCs rejected/no answer: N/A

NTG ID: 3636

◆ Ritamelia Matos [ 5084133615 ] 09/05/2024 13:56:06

-- Supervisor Notes --

SPMG Outbound

Inquiry: Called the customer to follow up on the service request and supervisor call.

Actions taken: Contacted cx and spoke with Mr. Dagrella, who stated that he purchased the unit from Samsung on 08/11, it was installed on 08/14. When cx started doing laundry unit was making a noise. Drum was cracking the internal portion of the unit. Cx called for service and received a tech who told him that there is internal damage to the unit, that it was probably caused by the installer. Samsung scheduled the delivery and the installation, cx was told that this is PD and that this is not Samsung's responsibility. Cx thinks that the damages could've been caused during manufacturing, delivery or installation. Cx was told that he needed to sign paper work, stating that the unit was repaired but he refused. Cx wants a new unit, which is what he paid for. Tech told cx that he would just sign his name, cx has it all on camera. Cx started in the eCommerce department and was told that they couldn't help him. Cx is an attorney and he already filed a lawsuit because he is not willing to take this loss. PD is not covered, eCommerce refused to help cx. Informed cx that we will definitely take his feedback into consideration for future references, so we can prevent these type of situations from happening again.

Was mileage SAW created? N/A

ASC reassigned: N/A

◆ Kinstong Lucien [ 5084149311 ] 09/04/2024 16:27:20

SPMG Inbound / Outbound

Inquiry: Ts stated the cx unit has PD cx purchase the unit from [samsung.com](http://samsung.com)

Actions taken: I received a call from Jerry Dagrella confirmed phone 7142928249 and the unit: DRYER base on the notes Physical Damage - this is considered cosmetic/physical damage and is not covered under the Samsung warranty, tech found frame damaged on the left side, the inside frame is crushed and left side outer frame is warped pushed inwards. Jerry stated he is a lawyer Jerry stated he will sue

Result List:- 26 Transaction(s) found ( General: 9 , Technical: 11 , CSS: 0 , Service Request: 3 , Claim: 0 , Repair: 3 , Refund: 0 , Compensation: 0 ):

SO Creation in past 90 days ( 0 ):

ECR Creation – 0

SEA00000002

Customer Name: Dagrella, Jerry  
Product Model No. DVG50BG8300VA3

Product Serial No: OBNH5BBX601447N

Samsung. Jerry stated he purchase the unit from samsung .com on 8/14 Jerry stated he want to speak with a manager I advised I will set up a SUP call back

ASC reassigned: N/A

Reason for reassigning ASC: N/A

ASCs rejected/no answer: N/A

NTG ID: 3636

Detail Script - [09/04/2024,16:02:47][Service order] - [4177784179]  
[5084156566 Wilme Familia Santos, ALKE DA Laundry Tier 1]

1) Inquiry:  
CCI concerning about a service made.

2) Resources used:  
4177784179

3) Steps taken:  
ticket reviewed.

4) Additional comments/Requirements:  
5) Outcome:

warm transfer to SPMG.

6) Language: (DR Only)  
7) Symptom Description:  
8) NCP Parts Needed:  
9) Reference ID:  
10) Dialog:

Detail Script - [09/04/2024,15:51:04][Service order] - [4177784179]  
[5084135176 Joseph Fabrice, NTDR SPMG]

Assurant Warranty e-mail was Sent to ASC.

Detail Script - [09/04/2024,15:50:50][Service order] - [4177784179]  
[5084135176 Joseph Fabrice, NTDR SPMG]

SPMG – Inbound/ Outbound Inquiry: Jerry Dagrella called in due to the fact the tech came today (09/04) and said the unit can't be repaired because it was damaged during delivery and to contact Samsung, and also the cx stated

Result List:- 26 Transaction(s) found ( General: 9 , Technical: 11 , CSS: 0 , Service Request: 3 , Claim: 0 , Repair: 3 , Refund: 0 , Compensation: 0 ):

SO Creation in past 90 days ( 0 ):

ECR Creation – 0

SEA00000003

Customer Name: Dagrella, Jerry

Product Model No. DVG50BG8300VA3

Product Serial No: OBNH5BBX601447N

the unit was installed 2 weeks ago. Actions taken: After reviewing the account, I advised him the tech support confirmed the unit has physical damage and it's not cover, the cx stated the unit was purchased from Samsung online and it's less than 30 days. therefore I advised the cx I will connect him to ecommerce for further assistance. He agreed. ASC reassigned: N/A Reason for reassigning ASC: N/A ASCs rejected/no answer: N/A NTG ID: 0158

Detail Script - [09/04/2024,14:12:46][Service order] - [4177784179]  
[ho.choi]

Servicer called Tech Support

Detail Script - [09/04/2024,14:12:46][Service order] - [4177784179]  
[5084020171 NPASS BP RFC, System IDs]

2024-09-04//14:11:08//TECH SUPPORT AGENT[\*ho.choi] HA Physical Damage - this is considered cosmetic/physical damage and is not covered under the Samsung warranty, customers will be responsible for the cost of the repair. Authorization rejected  
// OPERATION // NOISE/VIBRATION // GRINDING NOISE

Detail Script - [09/04/2024,14:12:46][Service order] - [4177784179]  
[5084020171 NPASS BP RFC, System IDs]

2024-09-04//14:11:08//TECH SUPPORT AGENT[\*ho.choi] Product Issue – Hardware - Issue: grinding noise  
Issue started: day 1  
DOI: recently  
Parts: no  
tech found frame damaged on the left side, the inside frame is crushed and left side outer frame is warped pushed inwards.

// OPERATION // NOISE/VIBRATION // GRINDING NOISE

Detail Script - [09/04/2024,12:28:51][Service order] - [4177784179]  
[5084145589 Sangyeol Kho]

[STG] SMS SENT TO (714) 292-8249 FROM SERVICE TK# 4177784179

Detail Script - [09/03/2024,21:40:32][Service order] - [4177784179]  
[5084020170 WS BP RFC, System IDs]

Result List:- 26 Transaction(s) found ( General: 9 , Technical: 11 , CSS: 0 , Service Request: 3 , Claim: 0 , Repair: 3 , Refund: 0 , Compensation: 0 ):

SO Creation in past 90 days ( 0 ):

ECR Creation – 0

SEA00000004

Customer Name: Dagrella, Jerry  
Product Model No. DVG50BG8300VA3

Product Serial No: OBNH5BBX601447N

TEXT FROM CX - [+17142928249] Never mind, I think I get it: service was originally scheduled for Sep. 5 by Samsung but rescheduled by your office to Sep. 4. The texts are from you, but Samsung hasn't updated their record.

Detail Script - [09/03/2024,21:39:31][Service order] - [4177784179]  
[5084020170 WS BP RFC, System IDs]

TEXT FROM CX - [+17142928249] Received picture(s) from the customer

Detail Script - [09/03/2024,21:38:41][Service order] - [4177784179]  
[5084020170 WS BP RFC, System IDs]

TEXT FROM CX - [+17142928249] Received picture(s) from the customer

Detail Script - [09/03/2024,21:37:36][Service order] - [4177784179]  
[5084020170 WS BP RFC, System IDs]

TEXT FROM CX - [+17142928249] I'm confused. Is appointment tomorrow (Sep. 4) or Thursday (Sep.5)? I'm getting conflicting texts and emails. I never rescheduled myself.

Detail Script - [09/03/2024,20:15:08][Service order] - [4177784179]  
[5084020170 WS BP RFC, System IDs]

(714) 292 8249 From Service Quick:Tk# 4177784179 Dear Mr/Ms. Dagrella, Unfortunately, we don't have a set time frame yet. But we will ensure to have our technician call in the morning of the appointment date to inform ETA. Thank you for giving us the opportunity to serve you! Reply STOP to stop msgs. Reply START to resume.

Detail Script - [09/03/2024,12:31:16][Service order] - [4177784179]  
[5084020170 WS BP RFC, System IDs]

TEXT FROM CX - [+17142928249] What time tomorrow?

Result List:- 26 Transaction(s) found ( General: 9 , Technical: 11 , CSS: 0 , Service Request: 3 , Claim: 0 , Repair: 3 , Refund: 0 , Compensation: 0 ):  
SO Creation in past 90 days ( 0 ):  
ECR Creation – 0

SEA00000005

Customer Name: Dagrella, Jerry

Product Model No. DVG50BG8300VA3

Product Serial No: OBNH5BBX601447N

Detail Script - [09/03/2024,12:27:59][Service order] - [4177784179]  
[5084020170 WS BP RFC, System IDs]

The dryer drum appears to be scratching/scraping against the right side interior wall causing noise. The dryer is new, installed less than three weeks ago. no error codes cx is aware of apt time and day

Detail Script - [09/03/2024,12:27:18][Service order] - [4177784179]  
[5084020170 WS BP RFC, System IDs]

(714) 292 8249 From Service Quick:Tk# 4177784179 Dear Mr/Ms. Dagrella, This is a reminder that your appointment is set for "9/4/20 24" If you have any pets, please have them in a secure area. If you would like to reschedule or cancel, please reply back with a date. Reply STOP to stop msgs. After STOP, reply START or YES to resume.

Detail Script - [09/03/2024,11:17:24][Service order] - [4177784179]  
[5084020170 WS BP RFC, System IDs]

TEXT FROM CX - [+17142928249] Jerry Dagrella

Detail Script - [09/03/2024,11:03:35][Service order] - [4177784179]  
[5084020170 WS BP RFC, System IDs]

(714) 292 8249 From Service Quick:Tk# 4177784179 Dear valued Samsung customer, We have received your repair service request. Unfortunately, we have incorrect spelling of your name. Please advise the correct name to be documented on the repair ticket. Once your name is corrected, we will continue to proceed to set up a service. If you have any concerns with above, please reply back. Thank you for giving us the opportunity to serve you! Reply STOP to stop msgs. After STOP, reply START or YES to resume.

Detail Script - [09/02/2024,23:44:59][Service order] - [4177784179]  
[5084020170 WS BP RFC, System IDs]

SMS Message Successfully Sent : Samsung Transaction 4177784179. The repair facility has accepted your repair. ASC Phone 877-412-1665, ASC will contact you within 2 business days.

Detail Script - [09/02/2024,23:44:45][Service order] - [4177784179]  
[RFC\_SC4U\_D3]

Result List:- 26 Transaction(s) found ( General: 9 , Technical: 11 , CSS: 0 , Service Request: 3 , Claim: 0 , Repair: 3 , Refund: 0 , Compensation: 0 ):

SO Creation in past 90 days ( 0 ):

ECR Creation – 0

SEA00000006

Customer Name: Dagrella, Jerry

Product Model No. DVG50BG8300VA3

Product Serial No: OBNH5BBX601447N

[SC4U Recommend Parts] Part: MOTOR Part No:DC93-00634A Description: ASSY MOTOR PARTS;27" DRYER Defect Ratio %: 100 Part: PLASTIC SUPPORT Part No:DC97-16782E Description: ASSY PLASTIC SUPPORT;DV7000R,- Defect Ratio %: 100 Part: MOTOR Part No:DC93-00101N Description: ASSY FAN MOTOR-MODULE;GRACE(S) DRYER,DV4 Defect Ratio %: 100 Part: MOTOR PARTS Part No:DC96-00882F Description: ASSY BRACKET IDLER;ALL DRYER Defect Ratio %: 100 Part: ASSY FAN MOTOR MODULE Part No:DC93-00101N Description: ASSY FAN MOTOR-MODULE;GRACE(S) DRYER,DV4 Defect Ratio %: 50 Part: ASSY MOTOR PARTS Part No:DC93-00634A Description: ASSY MOTOR PARTS;27" DRYER Defect Ratio %: 50 Part: ASSY MOTOR PARTS Part No:DC93-00634A Description: ASSY MOTOR PARTS;27" DRYER Defect Ratio %: 50 [SC4U Recommend Alternate Parts]

[Detail Script - \[09/02/2024,23:44:43\]\[Service order\] - \[4177784179\]](#)  
[\[RFC\\_SC4U\\_D3\]](#)

No Fast Track Manual for the model code

[Detail Script - \[09/02/2024,23:44:43\]\[Service order\] - \[4177784179\]](#)  
[\[sc4u-ticket\]](#)

The dryer drum appears to be scratching/scraping against the right side interior wall causing noise. The dryer is new, installed less than three weeks ago.

[Detail Script - \[09/02/2024,23:44:43\]\[Service order\] - \[4177784179\]](#)  
[\[RFC\\_SC4U\\_D3\]](#)

Ticket Notice E-mail was sent to ASC

Result List:- 26 Transaction(s) found ( General: 9 , Technical: 11 , CSS: 0 , Service Request: 3 , Claim: 0 , Repair: 3 , Refund: 0 , Compensation: 0 ):

SO Creation in past 90 days ( 0 ):

ECR Creation – 0

SEA00000007

# **EXHIBIT 4**



# SAMSUNG

Service Quick, Inc.

1650 Glenn Curtiss St, Carson, CA 90746

DCA Registration # 61998

1.877.412.1665

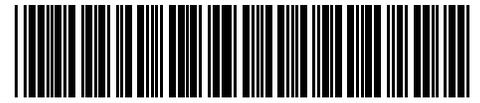
(fax) 310.878.0197

(e-mail) samsuncare@servicequick.com

## Care

## Service Order

SO608562630



### Customer Information

<b>1 Customer Name &amp; Address</b> Dagrella, Jerry 12271 WILDFLOWER LN Riverside, CA 92503		<b>2 Ticket Issue Date</b> Sep 02, 2024	<b>3 Ticket No.</b> 4177784179
<b>6 Serial Number</b> 0BNH5BBX601447N		<b>7 Make / Product</b> SAMSUNG / DRYER	<b>4 Appointment Date / Time</b> Sep 04, 2024 10:30 AM -
<b>10 Warranty Status</b> In Warranty		<b>8 Cell Phone</b> 7142928249	<b>5 Model Number</b> DVG50BG8300VA3
<b>11 Paid by</b> NO payment		<b>9 Home Phone</b> 7142928249	Washer&Dryer <input type="checkbox"/>
		Regrigerator <input type="checkbox"/>	Food Filled ? <input type="checkbox"/>
		TV <input type="checkbox"/>	Mounted ? <input type="checkbox"/>
		Microwave <input type="checkbox"/>	Mounted ? <input type="checkbox"/>

### Service Information

Item	Description	Price	Pick Form	BOX
JOB_OQC_WI-FI	MUST complete OQC: WiFi model	\$0		SQBOX106
<b>Sales Tax:</b>		Included		
<b>Grand Total:</b>		\$ 0		

<b>12 Technician Name</b> John Duik Lee	<b>13 Arrival Time</b> Sep 04, 2024 09:56 AM	<b>14 Odometer</b> 0.00 MI
<b>15 Defect Code</b> NOIS: Mech Noise Or Vibration	<b>16 Defect Symptom</b> noise	
<b>17 Repair Code</b> 222: DIAGNOSTIC INSPECTION COMPLETED	<b>18 Repair Action</b> inspection. CALLED SSTS JAY AND JUDGED PHYSICAL DAMAGE.	
<b>19 Status</b> Cleared	<b>20 Diagnosed By</b> Liliana Garcia [CA]	
<b>21 Diagnosis &amp; Note(s)</b> inspection. CALLED SSTS JAY AND JUDGED PHYSICAL DAMAGE.		

4177784179



Ticket Number

Signature

### Make payable to "SERVICE QUICK, INC."

Sep 04, 2024

Date

An estimate as required (Section 9844 of the California business and Professions Code) for repairs shall be given to the customer by the service dealer in writing, and the service dealer may not charge for work done or parts supplied in excess of the estimate without prior consent of the customer. Where provided in writing, the service dealer may charge a reasonable fee for services provided in determining the nature of the malfunction in preparation of a written estimate for repair. For information contact the Bureau of Household Goods and Services, Department of Consumer Affairs, Sacramento 95834.

# **EXHIBIT 5**

# SAMSUNG Care

## Authorized Service Agreement 2024-2025

### Required Documents:

- Service Agreement– Signed / All pages must be returned / required\*
- Current W9 – <https://www.irs.gov/pub/irs-pdf/fw9.pdf> / required\*

### Required Information:

- Company Name: Service Quick, Inc.
- Name of Owner/Principal/Controlling Person: Justin (Seungohn) Park
- Name of members of Board of Directors (if any) \_\_\_\_\_
- Contact email for Owner/Principal Controlling Person: justinp@kwinternational.com
- Contact Phone number for Owner/Principal Controlling Person: 424-226-6866 ext 2465
- Corporate/Main Address: 18724 South Broadwick St. Rancho Dominguez CA 90220
- Key E-Mail Address: management@servicequick.com
- Key Contact Name: Justin (Seungohn) Park
- Phone & Fax: 877-412-1665 / 310-878-0197
- OWNER/ADMIN STG ID: svqadmin

Please complete the section below:

Square footage of main service facility	<u>30,000</u>
Number of technicians (Employees)	<u>341</u>
Number of technicians (Independent Contractors)	<u>12023167</u>
Number of dedicated Samsung technician's	<u>341</u>
Number of service vehicles	<u>341</u>
Number of Samsung branded service vehicles	<u>341</u>
Number of Administrative staff	<u>136</u>

Will you accept Carry-In Repairs:

- No, I do not accept Carry in Repairs.
- Yes, I will accept Carry in Repairs at the following address:

Enter Carry-In Address:

## SAMSUNG SERVICE CENTER AGREEMENT

This Samsung Service Center Agreement ("Agreement") is entered into as of the Effective Date by and between the Service Division of Samsung Electronics America, Inc., a corporation organized under the laws of the state of New York with offices at 85 Challenger Road, Ridgefield Park, New Jersey 07660, hereinafter referred to as ("Samsung"), and:

- Name: Service Quick, Inc. hereinafter referred to as Service Center ("SC").
- Indicate whether corporation, LLC, partnership, etc.: Corporation
- State of incorporation/formation/organization: \_\_\_\_\_
- Address: 18724 South Broadwick Street  
City: Rancho Dominguez State: CA Zip: 90220
- Phone: 877-412-1665 / 310-878-0197 Fax: 310-878-0197
- Email address: management@servicequick.com

Samsung and SC are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

In consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

### 1. APPOINTMENT

a. Samsung hereby appoints SC as a nonexclusive authorized service center (an "Authorized Service Center") to service and repair the products set forth in Schedule A attached hereto (collectively, the "Products"), and SC hereby accepts appointment as Samsung's Authorized Service Center for service and repair of the Products and agrees to represent and service the Products in a professional manner consistent with the standards set by Samsung. Such appointment shall be solely for SC's facility listed in Schedule B (each an "Approved Branch Location"), attached hereto and approved by Samsung. All new and subsequent locations or service facilities of SC must be approved in writing by Samsung before becoming an Authorized Branch Location.

b. SC shall perform in-warranty service and claim to Samsung as per the applicable labor rates listed on Schedule A attached hereto. Such rates shall only be paid for Products listed on Schedule A and not for any accessories associated therewith. Samsung may also refer out-of-warranty service and service under a service contract to the SC with payment obligations notated on the ticket.

### 2. TAXES

SC shall be responsible for, and shall indemnify and hold Samsung harmless from, its own sale, use, ad valorem, receipt, or similar taxes, which may now or hereinafter be imposed by any governing body by reason of SC's purchase and resale of parts or for performance of services hereunder.

### 3. INTELLECTUAL PROPERTY

a. Samsung hereby grants SC a license to use Samsung's trademarks in connection with providing repair service and its other obligations under this Agreement, provided that SC has obtained the written consent of Samsung prior to each usage thereof and complies at all times with the terms and conditions of the Samsung Logo and Trademark Guide. Upon any termination of this Agreement or at request of Samsung, SC will remove and not thereafter use the Samsung name or Samsung trademarks in any manner or form. SC recognizes and agrees that it has not acquired any rights of ownership of, or any right to use, or any other interest in, the Samsung trademarks, alone or in combination, by virtue of this Agreement except as expressly authorized herein. SC hereby agrees to accept, observe, and perform all of the policies and procedures with regard to the Samsung trademarks that may be established or amended from time to time by Samsung in its bulletins, policy guides, and other written or electronically transmitted communications issued to SC by Samsung, and to conduct SC's

activities in connection with the use of the phrase "Authorized Samsung Service Center" in accordance with such policies and procedures.

b. SC acknowledges and agrees that all inventions, designs, patent applications, trademarks, tradenames, logos, copyrights, patent licenses, service marks, mask works, design rights, know-how, trade secrets, and other Intellectual Property Rights involved or arising from the development and manufacture of the Products and parts, including without limitation the designs, Samsung's logos, trademarks, and tradenames (collectively the "Samsung Marks"), and Samsung's product model names are owned exclusively by Samsung. For purposes of this Agreement, "Intellectual Property Rights" mean any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (i) rights associated with works of authorship throughout the universe, including, without limitation, all exclusive exploitation rights, copyrights, neighboring rights, moral rights, and mask-works, (ii) trademark, trade dress, and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms, and other industrial property rights, (v) all other intellectual and industrial property and proprietary rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force throughout the universe.

c. Neither SC nor any of its employees, directors, officers, independent contractors, representatives or agents shall decompile, reverse engineer, or attempt to reconstruct or discover any source code, underlying ideas, techniques or algorithms of any Samsung Product serviced or part used under this Agreement.

#### **4. COMPLIANCE WITH LAWS; PRODUCT SAFETY**

a. SC shall obtain, and shall ensure that its employees obtain at SC's cost and expense, all necessary training, certificates, registrations, licenses and permits required by any applicable law, rule or regulation for SC to operate in accordance with the provisions of the Agreement. SC shall comply with any and all applicable Federal, state or local statutes and laws, and all rules and regulations promulgated thereunder including, without limitation, those relating to the performance of in-warranty and out-of-warranty service and/or repairs of Products pursuant to this Agreement and/or those relating to fraud, abuse and corruption, privacy, data protection, information security, and consumer fraud and protection. SC shall also comply with any and all applicable Federal, state or local statutes and laws, and all rules and regulations promulgated thereunder relating to maximum "turnaround" time for the performance of service and/or repairs of the Products. To the extent applicable, SC shall comply with the Export Control Act, as amended from time to time, in performing its duties hereunder and in any of its dealings with respect to the Services.

b. SC represents and warrants that it will comply with all applicable laws and regulations, including without limitation the Foreign Corrupt Practices Act ("FCPA") (United States). SC represents and warrants that it has not made, and will not make, either directly or indirectly, any payments, promises, loans, gifts, or offers of any payments, promises, loans, or gifts, to the following parties: (1) a government, government agency or instrumentality; (2) any political party or official or candidate thereof; or (3) to any other person if SC knows or has reason to know that the payment, promise, loan, or gift will be given to a party identified in (1) or (2) above; for any of the following purposes: (a) influencing any act or decision of a party listed in (1) or (2); (b) inducing such party to do or omit to do any act in violation of the lawful duty of such party; (c) securing any improper advantage; or (d) inducing such foreign official to use his influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist such issuer in obtaining or retaining business for or with, or directing business to any party or person. The SC will answer in reasonable detail any questionnaire or other written or oral communications from Samsung or its auditors, to the extent the same pertains to the SC's compliance with the above representations and warranties.

#### **5. OBLIGATIONS OF SERVICE CENTER**

As an Authorized Service Center, SC agrees to perform the following for the benefit of Samsung:

- a. SC must acknowledge receipt of all service dispatches within 4 business hours.
- b. SC must contact customer to arrange for repair service within 4 business hours of acknowledging the service ticket.
- c. SC must comply with all current policies related to ticket management including but not limited to schedule adherence, proper photo documentation in each In-warranty ticket, service and ticket completion timeframes as determined by Samsung from time to time.

- d. Accept, for warranty or non-warranty service, all Products submitted for repair or maintenance, regardless of where or from whom a Product was purchased, and thoroughly test said Products for proper operation. Repairs that occur (i) out-of-warranty, or (ii) beyond the scope of the terms and conditions of the applicable Samsung manufacturer warranty, shall be handled directly between SC and the customer at the sole cost and expense of the customer at prevailing market prices in SC's coverage area, unless Samsung has expressly granted a customer service concession. In all cases, the service transaction shall be processed through GSPN or any other Samsung or other third party portal selected by Samsung (the "Approved Dispatch System"). Out-of-warranty ticket is to be processed in the Approved Dispatch System the same as a standard in-warranty ticket including out-of-warranty claim submission. SC is encouraged to participate in any active out-of-warranty programs sponsored by Samsung from time to time.
- e. Repair, at no charge to the customer, all authorized Products for which service is requested during the effective period of Samsung's manufacture warranty at the in-warranty labor rates specified on Schedule A attached hereto and the warranty statement packed with the Products, or any extended warranty rates agreed to by the parties.
- f. Accept for service, from all Samsung customers, all Products for which an authorized third party extended service plan was purchased. This Agreement and SC's authorization to perform any service under this Agreement is contingent on SC accepting the terms of and executing an agreement with Samsung's authorized third party extended warranty provider. If SC participates in one or more of extended warranty programs selected above the signature line of this Agreement, SC shall accept for service from such customers all Products for which such an extended warranty programs was purchased and submit a claim for payment by Samsung for such services in accordance with the applicable terms and conditions of such extended warranty program.
- g. Prior to being assigned a Samsung repair, SC technicians must be properly trained and achieve certain mandatory Samsung proprietary certifications. Under no circumstances shall SC dispatch a service technician or other SC personnel on a Samsung repair unless such technician or personnel has successfully completed the required training and have been assigned RA (Repair Authorization). Throughout the term of this Agreement SC shall make all SC technicians assigned to the Samsung account available for such training, assessments and certifications and/or send such technicians to service and technical training seminars as may be provided or made available by Samsung from time to time. The periods for such training shall be conducted as per a Samsung-released training schedule, and the locations shall be at a Samsung-designated training center or on-line, as available.

SC must make available newly hired technicians with less than six (6) months of documented previous Samsung repair experience to attend on-site Samsung basic assessment in order to be authorized to repair Samsung Product in accordance with this Agreement. Samsung shall have the right, from time to time, to give technicians test(s) and assessments covering basic technology, product repair knowledge, policy/process knowledge, and customer management skills to determine such technician's ability to perform accordance with the provisions of the Agreement. A minimum score as determined by Samsung from time to time must be achieved for each certification and all certifications must be passed in order to maintain authorization. Each BE technician will be extended RA (Repair Authorization) based on satisfactory completion of required training and certifications.

Any warranty claim submitted by SC with a Tech ID which does not have RA will be denied by Samsung.

All travel expenses shall be the sole responsibility of SC. However, Samsung may, solely in its discretion, provide full or partial subsidy covering such training expenses.

- h. Comply with all applicable policies and procedures established by Samsung, including, but not limited to, Samsung's service procedures, Vendor Code of Conduct and current payment terms. Samsung's policies and procedures are set forth in its Policy & Procedure Guide, bulletins, notices and other written communications.
- i. Allow Samsung to visit and inspect all service locations, as reasonably required by Samsung.
- j. Provide in-warranty service and/or repairs on the Products within a reasonable time. Such service and/or repairs must be completed and the Products tendered to the owner within Samsung designated Key Performance Indicators ("KPI") as established from time to time or as required by applicable law.
- k. Warrant the repair of Products for 90 days from the date of the return of the repaired Products to its owner. Therefore, SC agrees that labor will not be paid on repairs done on units, both customer and stock, within 90 days of a prior repair

on such units. SC should accept and repair all repeat repair scenarios. Failure to accept these repairs may result in charge back. SC agrees and warrants that all in-warranty and out-of-warranty service and repairs pursuant to this Agreement will be performed in a workmanship like manner in accordance with industry standards and all Products serviced and/or repaired hereunder will be free of defects in material and workmanship upon completion of such service and/or repair.

- l. SC must submit properly documented warranty claims via the GSPN Samsung website or any other method acceptable to Samsung within thirty (30) days of repair completion date. Claims submitted by SC to Samsung after 30 days of repair completion date will be rejected and not eligible for payment by Samsung. From the initial claim submission date, SC has thirty (30) additional days to make all necessary corrections required for proper submission of the claim. If such corrections are not made within such thirty (30) day period, the claim will be permanently rejected and not eligible for payment. SC shall provide technician identification number for repair technician who performed repair services subject to any warranty claim.
- m. SC will only submit claims and Samsung will only be obligated to pay claims, for repairs performed by SC's permanent employees or Samsung-approved SC's subcontractors, and at SC's Approved Branch Location or on-site at customer location.
- n. SC at its sole cost and expense must conduct a background and drug screening check on SC's, proprietor(s), principal(s), president(s), chief executive, partners or other controlling person, as the case may be, and any SC technician assigned to a Samsung repair or dispatched to any customer location. Each background check must be conducted in accordance with applicable federal, state and local laws using Plus One Solutions Screening PLUS - Background Screening and Drug Screening option which can be found on the Plus One website at <http://screeningsplus.plus1solutions.net/sams076601153/>. Background checks and drug screening must be valid, renewed and update as required by Plus One or any other Samsung designated third party service provider. Notwithstanding the above, SC acknowledges and agrees that under no circumstances shall SC dispatch a service technician or other SC personnel on a Samsung in-home repair unless such technician or personnel have successfully completed the background check and drug screening referenced herein.
- o. SC must comply with any audit requests for backup documents supporting warranty repairs and/or purchase of replacement parts for which Samsung has paid or will pay via the warranty claims system.
- p. Throughout the Term of this Agreement and for a period of one year thereafter, SC shall keep reasonably accurate and complete records of repairs. The records shall include, but are not limited to, signed and dated work orders by the customer after the repair, photo of the serial number label of the product repaired, customer's proof of purchase, or any other record as Samsung reasonably deems sufficient in substantiating and or auditing such repairs.
- q. At all times throughout the Term of this Agreement, SC shall report to Samsung on the Approved Dispatch System, STG or any other method reasonably requested by Samsung the list of active repair technicians assigned to Samsung repairs, including name and identification number of such technicians.
- r. SC must promptly notify Samsung in the event that SC knows or has reason to believe that any act or refrainment from acting required by or contemplated under this Agreement violates any applicable law, rule or regulation (whether criminal or non-criminal).
- s. SC shall not infringe any trademarks, trade names, service marks, patents, copyrights, knowhow, trade secrets or any other intellectual property rights of Samsung or any third party in performing its obligations under this Agreement.
- t. SC shall (i) promptly notify Samsung of any change in its business, financial or operational condition which may reasonably be considered to have a Materially Adverse Effect on SC's ability to perform its obligations under this Agreement; and (ii) provide Samsung with at least thirty (30) days prior written notice of any material change in its management, control or ownership including, but not limited to, any merger, consolidation or acquisition of SC, or change of control transaction with, by or into another corporation, entity or person. "Materially Adverse Effect" means a materially adverse effect upon SC's business, assets, liabilities, financial condition, results of operations or business prospects.
- u. SC shall not engage in any action or practice that reflects poorly on Samsung or otherwise disparages or devalues Samsung's products, services, reputation or goodwill including but not limited to: interviews with the media, social media post, and off the record comments that could wind up in the public demand.

- v. SC is required to maintain test equipment at each of its service locations. As new products are introduced or servicing requirements change, Samsung reserves the right to require that Authorized Service Centers purchase new test equipment or upgrade existing equipment to properly service products. SC shall utilize all available service materials, software and applications, such as but not limited to Samsung Technical Guide (STG) and diagnostic tools such as Home Appliance Smart Service (HASS OQC). Failure to utilize required test equipment and/or diagnostic tools may result in reduction of service volume, change in BE status, and/or program or contract termination, at Samsung's discretion.
- w. SC shall promptly notify Samsung of any alleged or perceived product safety concerns regarding the Products that have been serviced.

## 6. OBLIGATIONS OF SAMSUNG

Samsung agrees to perform the following for the benefit of SC:

- a. At Samsung's discretion and when appropriate, recommend SC to its customers within the geographic area of SC for both warranty and non-warranty service for authorized Products based on SC performance and capability.
- b. Samsung may, but shall not be obligated to, grant credit terms to SC. In the event that Samsung does grant SC credit terms, Samsung reserves the right, in its sole discretion and without prior notice, to vary, change or limit the amount or duration of credit and/or payment terms previously allowed to SC. In addition, Samsung reserves the right, upon written notice to SC, to declare all sums immediately due and payable in the event of a breach by SC of any of its obligations to Samsung, including the failure of SC to comply with credit terms and limitations.
- c. Except for designated Core parts, credit or reimburse the cost of all replacement parts which have been acquired by SC in the course of its warranty repair of the Products. For all "Core" parts, there will be an amount listed in the "Remarks" column of each invoice. This amount represents the amount which will be charged to SC if the core part is not returned and will not be reimbursed via the warranty claim for warranty repairs. SC will only be billed for the Core Charge if the part is NOT returned. SC will comply with all policies and procedures related to Core parts and returns pursuant to Samsung's Service Center Policy & Procedure Guidelines, as amended from time to time and incorporated herein by reference. SC is responsible for payment for any parts used in out of warranty repairs or if a warranty claim is rejected for any reason including, but not limited to, the use of the wrong part or inaccurate combination of parts in any repair, as determined by Samsung.
- d. Sell parts for the Products for SC inventory purposes at a discount, as established from time to time, from Samsung's then current list price.
- e. Provide training seminars for SC's personnel to educate and inform SC regarding the Products. SC shall be responsible for transportation, lodging, meals and seminar fees incurred, if any, while attending such training seminars.
- f. Pay as full labor compensation for services rendered with respect to warranty servicing a sum in accordance with Samsung's applicable schedule of rates, as set forth in Schedule A attached hereto. Payment will be made twice per month by Samsung.
- g. Without prejudice to any of the rights or remedies Samsung may otherwise have, Samsung may, at its option, offset/deduct any payments due to SC for warranty service rendered hereunder (parts or labor) with open Accounts Receivable due, or any amounts then owing to, Samsung (including any interest charges for late payment with respect thereto). Samsung shall not be obligated to make payments in connection with the performance of any work by SC, which, in Samsung's judgment, is not properly accounted for by SC or is outside the scope and coverage of Samsung's warranties.

## 7. TERM AND TERMINATION

- a. This Agreement shall not be effective unless and until executed by both Parties, and the effective date shall be the date this Agreement is countersigned by Samsung ("Effective Date"). This Agreement shall remain in full force and effect until February 28, 2025 ("Term"). This Agreement shall expire at the expiration of the Term unless renewed by mutual consent of the Parties.

b. Termination of this Agreement shall not release SC from its obligation to pay any sums that may be owed to Samsung or discharge SC from any Liability that was incurred prior to termination.

c. Upon termination of this Agreement, SC shall immediately cease to represent itself as an Authorized Samsung Service Center and shall otherwise desist from all conduct or representations, which might lead the public to believe that SC is authorized by Samsung to service its Products.

d. This Agreement may be terminated as follows: (i) by either Party for any reason by written notice given to the other not less than thirty (30) days prior to the effective date of such notice; or (ii) by Samsung immediately upon the following events: (1) upon thirty (30) days written notice to SC upon SC's failure to perform any of its obligations and responsibilities under this Agreement and SC continues to be in default after thirty (30) days of receipt of such notice, (2) any assignment or attempted assignment by SC of any interest in this Agreement without Samsung's prior written consent; (3) the insolvency of SC, or the filing of a voluntary or involuntary petition in bankruptcy, or the appointment of a referee, trustee, conservator, or receiver for a substantial portion of the property of SC; or (4) any material breach of other violation by SC of any other provision of this Agreement that in Samsung's reasonable discretion cannot be cured in a satisfactory fashion.

e. Within fifteen (15) days after termination of this Agreement, SC shall remove and not thereafter use any sign, display, or other advertising means containing the brand name or any other trademark or trade name of Samsung and SC shall immediately destroy all advertising matter and other printed matter in its possession or under its control containing the brand name or other trademarks and trade names of Samsung except for consumer brochures necessary for the resale of Products remaining in SC's possession after termination. If SC fails to obtain said removals or cancellations promptly, Samsung may make application for said removals or cancellation on behalf of SC and in SC's name and in the said event SC will render every assistance.

## 8. LIMITATION OF LIABILITY

EXCEPT FOR ITS INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS HEREUNDER, NEITHER SAMSUNG NOR SC SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT, OR COST OF SUBSTITUTED FACILITIES, EQUIPMENT OR SERVICES WHICH ARISE OUT OF PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION CONTAINED WITHIN THIS AGREEMENT, OR OUT OF NEGLIGENCE IN THE COURSE OF SUCH PERFORMANCE.

## 9. INDEMNIFICATION

a. SC agrees to indemnify, defend and hold Samsung, its corporate parent, affiliates, directors, officers and employees harmless from and against any and all loss, liability, damages, (including punitive and/or exemplary damages), costs and expenses of every kind (including, but not limited to, counsel fees and legal expenses) which may be incurred by it, them or any of them by reason of demand, claim, action or suit arising out of, or by reason of, the following actions by SC, its agents, servants, employees, contractors or subcontractors in connection with this Agreement: (i) any actual or alleged action or omission in connection with SC's operation as an "Authorized Service Center" or performance under this Agreement; (ii) breach or other violation of this Agreement; (iii) violation of applicable law; (iv) any bodily or personal injury or death or damage, destruction to real or personal property; (v) failure to pay all or any portion of any and all contributions, withholding deductions or taxes for SC employees in performance of the services; (vi) any employment related claims by SC employees, contractors, subcontractors or agents arising in any way from their provision of services hereunder including, but not limited to, claims for compensation, benefits, worker's compensation, wrongful termination, discrimination, defamation, breach of contract, tort, or other claims of any sort, known or unknown, whether at law, in equity or under statutes such as the Americans With Disabilities Act, The Age Discrimination In Employment Act, The Family and Medical Leave Act, Title VII of the Civil Rights Act of 1964, as amended, The Fair Labor Standards Act, or any other Federal, state or local statute. SC shall assume the defense of any action or suit brought against Samsung by reason thereof, with counsel acceptable to Samsung and SC shall pay any damages assessed against, or that are payable by, Samsung, its corporate parent, affiliates, directors, officers and employees as a result of the disposition of any such demand, claim, or suit. Samsung, however, reserves the right to be represented by its own counsel, at its own expense, in the defense of any such suit, action or proceeding.

b. Samsung agrees to defend at its expense any suit filed against SC based upon a claim that any Product parts provided hereunder infringe any U.S. patent or copyright and to pay all damages (subject to the limitations set forth herein) if any,

finally awarded in any such non-appealable court decision; provided that Samsung is notified promptly in writing of the claim or suit and given complete control of the defense and settlement of the claim or suit. If the use or sale of any Product parts furnished hereunder is enjoined as a result of such a suit, Samsung may, at its option, obtain for SC the right to continue to use or sell any such Product parts substitute an equivalent Product parts reasonably acceptable to SC in its place, or reimburse SC for the purchase price of the Product parts less a charge for reasonable wear and tear. However, this indemnity shall not cover any suit or claim based in whole, or in part, upon any infringement or alleged infringement of any patent or copyright resulting from the alteration of any Product parts or the combination of any Product parts with any product. Nor shall this indemnity cover any suit or claim in which SC fails to give Samsung prompt notice, which lack of notice materially impacts the defense of the suit or claim.

## 10. CHOICE OF LAW AND JURISDICTION

The Agreement and any and all dealings between Samsung and SC shall be construed as having been made or to have taken place in the State of New York and no other jurisdiction. In the event of any dispute between Samsung and SC arising out of or in connection with the Agreement, SC shall bring suit against Samsung only in state or federal courts of New York, and violation of this covenant will bar recovery by SC in any other court. Further, SC consents to the jurisdiction of any court in the State of New York, and hereby waives personal service of process and consents that services may be made by registered or certified mail, Return Receipt Requested, direct to SC at the address set forth in this Agreement. The governing law of this Agreement and any claims arising under this Agreement shall be the laws of the State of New York.

## 11. CONFIDENTIALITY OF INFORMATION

a. SC agrees that it will (i) hold the Confidential Information disclosed by Samsung in confidence, (ii) not disclose such Confidential Information to anyone other than its Representatives (as defined below), and (iii) not use such Confidential Information for any purpose except as intended by the terms of this Agreement. SC shall protect and prevent the unauthorized use, dissemination, or publication of the Confidential Information disclosed by Samsung by using the same degree of care it would use in protecting its own confidential information. Notwithstanding anything to the contrary in the preceding two sentences, SC may disclose Confidential Information disclosed by Samsung to its employees, directors, officers, attorneys, accountants, financial advisors, agents and contractors who have bona fide need to know and are subject to an obligation of confidentiality no less stringent than set forth in this Agreement (collectively, "Representatives"), but only to the extent necessary. For purposes of this Agreement, "Confidential Information" shall mean any information that has been identified as confidential or proprietary or reasonably appears to be proprietary or confidential in nature because of legends or other markings, the circumstances of disclosure, or the nature of the information itself including, but not limited to, information about Samsung, its business, products, product specification, service manuals, strategies, and policies and procedures. Confidential Information may be disclosed in writing or other tangible form (including on magnetic media) or by electronic, oral, visual, or other means and may include Confidential Information of Samsung, an affiliate of Samsung, or a third party.

b. SC acknowledges and agrees that any customer personally identifiable information that is acquired by SC in connection with the provision of Services pursuant to this Agreement will be considered Confidential Information of Samsung and all right, title and interest in such information is owned by Samsung. SC will use such customer personally identifiable information in compliance with all applicable privacy laws including, but not limited to, the California Consumer Privacy Act of 2018, Cal. Civil Code section 1798.100 et seq., and only as necessary to perform the Services in accordance with this Agreement and will maintain such information in strict confidence and in accordance with Samsung's Privacy Policy and any other security or data protection policies furnished by Samsung from time to time. Upon request from Samsung, SC will provide Samsung with any or all customer personally identifiable information in SC's possession. For purposes of this Section, "Customer Personally Identifiable Information" means any and all information that identifies a specific individual customer, including but not limited to the customer's name, address, telephone number(s), email addresses and other unique user names or online identifiers, social security number and credit card numbers. Promptly upon the expiration or termination of this Agreement, or such earlier time as Samsung requests, SC shall return to Samsung or its designee, or, at Samsung's request, securely destroy or render unreadable or undecipherable, each original and copy in every media of all Customer Personally Identifiable Information in SC's possession, custody or control. Promptly following any return or alternate action taken to comply with this section, SC shall provide to Samsung a certification by an authorized representative of SC certifying that such return or alternate action occurred. In the event and during the period that applicable law does not permit SC to perform such delivery or destruction of certain personal information, SC warrants that it shall ensure the confidentiality and security of such personal information in accordance with this Agreement and the Service Policy and Procedure and that it shall not use or disclose the personal information.

c. In the event SC is required by law, regulation or a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental body having proper jurisdiction, to disclose any of the Confidential Information disclosed by Samsung, SC will promptly notify Samsung in writing of the existence, terms and circumstances surrounding such required disclosure so that Samsung may seek a protective order or other appropriate remedy from the proper authority. SC agrees to cooperate with Samsung in seeking such order or other remedy. SC further agrees that if it is required to disclose Confidential Information of Samsung, it will furnish only that portion of the Confidential Information that is legally required to be furnished and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded such Confidential Information.

d. Any breach (actual, threatened or intended) of SC's confidentiality obligations hereunder, will cause Samsung irreparable harm without an adequate remedy at law and shall entitle Samsung to seek immediate injunctive relief from any court having jurisdiction.

## 12. INDEPENDENT CONTRACTOR

a. It is expressly understood and agreed that SC is, and shall at all times be deemed to be, an independent contractor, and nothing in this Agreement shall in any way be deemed or construed to constitute SC as an agent, employee, or representative of Samsung, nor shall SC have the right or authority to act for, incur, assume, or create any obligation, responsibility, or liability, express or implied, in the name of, or on behalf of, Samsung, or to bind Samsung in any manner whatsoever.

b. The direction, selection and assignment of all personnel required to perform the services to be rendered by SC under this Agreement shall be under the exclusive control of SC. All wages, salaries, benefits and compensation payable to all persons employed by SC to perform its obligations hereunder, including all items payable in respect of payroll, such as payroll withholding taxes, social security taxes, unemployment insurance, workers compensation insurance, medical coverage and pension plans, now in existence or hereafter imposed by any governmental authority (Federal, state or local) or hereafter included in any union agreements to which SC may now or hereafter be a party, shall be the sole responsibility of SC. SC agrees that it shall be responsible for ensuring that any subcontractor or independent contractor technician used by SC to provide services under this Agreement shall agree in writing to comply, and shall actually comply, with all applicable provisions of this Agreement, including, without limitation, qualifications, service levels, insurance, licensing laws and state regulations, and Confidential Information. Notwithstanding any subcontracting by SC of the services, SC shall be and remain responsible to Samsung for the performance and quality of services under this Agreement.

c. Both parties acknowledge that this Agreement is entered into on a non-exclusive basis.

## 13. AUDIT/POST AUDIT CLAIMS

a. Throughout the Term and for a period of one year thereafter, SC shall keep reasonably accurate and complete records of repairs. SC shall, at Samsung's request, provide full and complete records pertaining to the services contemplated under this Agreement or which fully support any discrepancies that SC may claim exist between amounts Samsung claims are due from SC and amounts the SC claims are due from Samsung to SC. No more than once per year during the Term and for one (1) year thereafter, Samsung or a third party auditor, shall have the right, upon thirty (30) days advanced written notice to SC, to examine and audit SC's books, records, facilities and equipment relating to the services contemplated herein and payments due under this Agreement for the calendar year immediately prior to the date of the audit.

b. In the event of any dispute regarding payment of claims or other discrepancies, Samsung or SC, as the case may be, shall provide reasonable details as to the nature of the dispute. In such case, the Parties agree to mutually cooperate to resolve the dispute as soon as practicable. Upon thirty (30) days advance notice, either Party shall provide to the other such documentation as it reasonably deems sufficient to correct or explain any dispute. No claim may be brought by either Party one (1) year or more after the initial claim submission date of the repair in question. If discrepancies are found to exist as a result of the payment of claims at rates inconsistent with those specifically set forth in the SC Agreement, either Samsung or SC, as the case may be, shall promptly remit all amounts necessary to correct such discrepancies. Provided, however, that the aforementioned time limitation shall not be deemed to apply in situations where Samsung has discovered credible evidence of false, incomplete, misleading or otherwise fraudulent claims submitted by SC, in which case, Samsung's right to dispute such claims and/or seek to recover any amounts paid as a result thereof shall not be limited by such one (1) year limitation.

#### **14. FORCE MAJEURE**

Neither Party shall be liable to the other for any delay or failure to perform to any cause beyond its reasonable control including, but not limited to acts of God, strikes, interruptions of transportation or inability to obtain necessary labor, material or facilities, or default of any supplier, or delays in FCC or other governmental approvals. Any scheduled delivery date shall be considered extended by a period of time equal to the time of any delay caused by a force majeure event. If either Party is unable to fully perform for a period of time in excess of forty-five (45) days because of any force majeure event, the other Party may terminate the Agreement or any delayed order without further liability to the other.

#### **15. INSURANCE**

At all times during this Agreement and/or the performance of the services, SC shall maintain in full force and effect, in addition to any other insurance required by law (i) Commercial General Liability Insurance in amounts not less than \$1 Million per occurrence/aggregate from insurers with an AM Best Rating of A or better, (ii) Commercial Auto Liability insurance (symbol 1) in the amounts not less than \$250,000 combined single limit per accident for bodily injury and property damage or split limits of \$100,000 per person / \$300,000 per accident for bodily injury / \$50,000 per accident for property damage, and (iii) Workers' Compensation insurance, if required by applicable law in any jurisdiction where work is performed by SC employees or technicians who are engaged in the performance of services under the SC Agreement, with an Employer's Liability limit of not less than the statutory requirements, and (iv) privacy and network security ("cyber") insurance loss arising out of or in connection with loss or disclosure of Confidential Information or any customer personally identifiable information, in a minimum amount of \$5 million each loss. All insurance policies shall name "*Samsung Electronics America, Inc., 85 Challenger Road, Ridgefield Park, NJ 07660 and its affiliates*" as an additional insured, shall contain an endorsement waiving subrogation rights against Samsung and provide Samsung with thirty (30) days prior written notice of any change in or cancellation of coverage. SC shall provide to Samsung, or its designated third-party contractor, upon request, Certificates of Insurance evidencing the above coverage.

#### **16. ASSIGNABILITY**

SC shall not assign or transfer this Agreement or any of its right and obligation herein, or, delegate the performance of its duties hereunder or assign any money due or to become due hereunder, without the prior written consent of Samsung, and any attempted assignment, transfer or delegation without such consent shall be void. A change of control of SC resulting from a merger, consolidation, stock transfer or asset sale shall be deemed an assignment or transfer for purposes of this Agreement.

#### **17. WAIVER**

The failure to enforce any one or more terms or provisions of this Agreement shall not be construed as waiver of such terms or provisions or the right to such Party thereafter to enforce such terms or provisions.

#### **18. SEVERABILITY**

A judicial or administrative declaration, in any jurisdiction, of the invalidity of one or more of the provisions hereof, shall not invalidate the remaining provisions of the Agreement in that jurisdiction, nor shall such declarations have any effect upon the validity or interpretation of this Agreement outside of that jurisdiction.

#### **19. VOLUNTARY AGREEMENT**

By signing this Agreement, SC acknowledges that it has fully reviewed this Agreement and that SC fully understands the terms and conditions contained herein and has had an opportunity to have legal counsel review this Agreement. SC further acknowledges that it voluntarily enters into this Agreement.

#### **20. SURVIVAL**

The provisions of this Agreement, which by sense and content are intended to survive, shall survive the expiration of this Agreement, including but not limited to, the sections related to payment, confidentiality and limits of liability.

## 21. NO OTHER AGREEMENTS

This Agreement terminates and supersedes all prior Agreements, if any, between the parties hereto relating to the Services, and this Agreement, including any attachment or exhibits, contains the full agreement between the parties. SC and Samsung declare that there are no other terms and conditions, representations or understanding regarding the subject matter hereof, except those set forth in or incorporated by this Agreement.

## 22. INVALIDITY OF PROVISIONS

If any provision of this Agreement shall be or become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected thereby.

## 23. RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by it, at the same or different times, or any other such remedies for the same default or breach by the other party, shall not be a waiver of its other remedies.

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**Addenda (Initial If Applicable)**

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**Addendum #1 – Branded Engineer Terms and Conditions**

**Schedule A – Products and Rates**

**Schedule B – Approved Branch Locations**

Initial  
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**Addendum #2 – Distributor Parts Program**

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**Addendum #3 – Hybrid Technician Program**

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**Addendum #4 – Extended Warranty Program – EPP Provider Programs**

**Exhibit A – Services**

**Exhibit B – Service Levels**

**Exhibit C – Rates**

**Exhibit D – Insurance Requirements**

**Exhibit E – Data Security Requirements**

**Exhibit F – Supplier Code of Conduct**

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**Addendum #5 – STG – Technician Portal (Real-Time Technician location update and Tracking)**

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**Addendum #6 – Concealed Damage and Stock Screening**

**Each Addendum, Schedule and Exhibit marked above is hereby incorporated into and made part of this Agreement.**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Service Quick, Inc.

(Print Name of Service Center Please)

03/19/2024

Date Signed



Signature

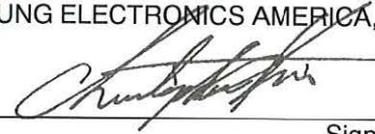
Justin (Seungohn) Park, Business Manager/ Executive Director

Please Print Name and Title

SAMSUNG ELECTRONICS AMERICA, INC.

3/19/2024

Date Countersigned



Signature

SAMSUNG

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**ADDENDUM #1**  
**Branded ENGINEER TERMS AND CONDITIONS**

This Addendum #1 is hereby incorporated into, and made a part of, the Samsung Service Center Agreement ("Service Agreement", together with this Addendum #1, this "Agreement") between Samsung Electronics America, Inc. ("Samsung"), and service center ("SC", for purposes of this Addendum #1 hereinafter referred to as "Branded Engineer or BE"). Except as specifically provided for herein, all of the terms and conditions of the Service Agreement remain in full force and effect. The terms and provisions of the Services Agreement are incorporated herein as if made in this Addendum #1. In the event any provision of this Addendum #1 conflicts in whole or in part with the terms of the Service Agreement, the provisions of this Addendum #1 shall control.

1. **Branded Engineer Status and Participation:** As a Branded Engineer, eligible BE technicians and or branches may participate in various BE programs and offerings made available by Samsung from time to time such as, but not limited to, subsidies, incentive programs and branded uniforms. BE must comply with any program requirements and the terms and conditions of the Service Agreement (including this Addendum #1).
2. **Services:** BE is authorized to provide on-site service on all Products identified on Schedule A attached hereto.. BE agrees to: (i) assign technicians qualified to perform the Services; and (ii) maintain sufficient staffing levels to ensure Services are performed within the time frames and at the performance levels provided herein.
3. **Rates:** BE shall perform in-warranty service and claim to Samsung as per the rates listed on Schedule A attached hereto and referenced as "Branch Rates." Such Branch Rates shall only be paid for Products listed on Schedule A and not for any accessories associated therewith. BE is required to complete all applicable service types; as identified in Schedule A or any other comparable service type announced by Samsung from time to time.
4. **Coverage Area:** Each Approved Branch Location will provide a zip code list for the zip codes where the Approved Branch Location will provide service ("Coverage Area"). Each Approved Branch Location will establish a central location zip code as agreed upon by Samsung or its designated field service manager in accordance with need and capacity. BE repairs for both HE and HA repairs are eligible for mileage reimbursement outside a 50-mile radius. The current mileage reimbursement rate as listed on the GSPN website or Samsung's Policy and Procedure Guide shall prevail.
5. **Referrals:** In connection with the repair service to be provided by BE hereunder, Samsung shall have the right, but not the obligation, to refer repair services within the Coverage Area to BE on an as-needed basis and based on BE's performance, availability and capacity.  
  
All BE Branches which provide services for Samsung refrigerators must have at least 1 technician authorized for sealed system repair.
6. **Decline:** BE must accept all tickets assigned to it which are located in its Coverage Area; provided, however, that BE may decline a ticket if BE reasonably believes that the performance of its obligations relating thereto would violate (i) any applicable law, rule or regulation, or (ii) any third party agreement existing as of the date hereof, but only (a) to the extent reasonably necessary for BE to ensure compliance therewith, (b) after BE has applied commercially reasonable efforts to reduce the amount and/or effect of any such restrictions (provided that this clause (b) shall not cause or require BE to violate any third party agreement, and (c) after BE has delivered written notice to Samsung specifying in reasonable detail the nature of the applicable restrictions. Except as otherwise permitted herein, decline of service tickets, including but not limited to all sealed system refrigerator repairs in the BE's "Coverage Area," may result in reduction of service volume, loss of BE status, and/or program or contract termination (including this Addendum #1), at Samsung's discretion. **Any need to decline a dispatched service ticket within the Coverage Area must be reported to the RSM or any other method of notification announced by Samsung from time to time.**
7. **Schedule Adherence** – BE must honor any schedule that is systemically delivered to BE through Samsung Appointments and offered to the consumer through the Approved Dispatch System, STG, other Business Management Systems (BMS) or direct interfaces into the BE service management system. Samsung will use these schedules to update the customer on scheduling and technician location and notify the customer of the estimated technician arrival time.

BE is required to adhere to both the confirmed schedule and the KPI's associated to such initiatives such as but not limited to the Schedule Adherence Ratio.

Failure to achieve a minimum of 50% may result in reduction of service volume, loss of BE status, and/or program or contract termination (including this Addendum #1), at Samsung's discretion.

To assist the BE in meeting confirmed schedules and KPI's associated therewith, BE is required to utilize the Samsung STG-Engineer Portal (STG). BE agrees to use the STG to:

- (1) Manage the number of Samsung repair tickets assigned to its technicians,
- (2) Create and manage service routes within its Coverage Area, and
- (3) Track the progress of Samsung repair tickets assigned to its technicians.
- (4) BE shall ensure that each BE technician visible on the STG has been properly trained and sufficiently understands all the capabilities of the STG. BE shall further ensure that it has obtained any required consents from its technicians in connection with the STG capabilities .
- (5) BE shall inform RSM of the requested D+ settings and shall notify RSM of any changes in real time.

- 8. Capacity:** BE is required to accommodate increased service volumes as required by Samsung from time to time in order to maintain the Key Performance Indicators or other service levels including, but not limited to, increased service volumes due to peak season requirements or holiday staffing, with 30 days advanced notice; provided, however, that if emergency situations such as, but not limited to, product/safety recalls, require a shorter period of time, BE shall use reasonable commercial efforts to accommodate increased service volumes as required by Samsung for a reasonable period of time during such emergency situation.

Except as otherwise provided herein, BE shall make reasonable efforts to adjust staffing levels to accommodate increased volume within 30 days of the notification. Failure to adhere to the above staff availability requirements may result in reduction of service volume, loss of BE status, and/or program or contract termination (including this Addendum #1), at Samsung's discretion.

Throughout the time of authorization, BE shall notify Samsung of any shortages or unavailability of technicians or decrease in capacity which may adversely affect BE's ability to comply with the terms of its BE account including, but not limited to, coverage requirements and KPIs. Capacity should be shared with Samsung prior to any change that would result in an increase or decrease in coverage.

BE shall ensure availability of sufficient technicians and administrative staff during high volume periods including but not limited to summer peak season, end of year holidays, or seasonal spike areas. Based on Samsung's provided volume forecast, BE shall provide staffing plan of technicians as instructed by Samsung. Failure to adhere to the above staff availability requirements may result in reduction of service volume, loss of BE status, and/or program or contract termination (including this Addendum #1), at Samsung's discretion.

Failure to maintain sufficient staffing may result in reduced service volume or lead to contract termination.

- 9. Certifications:** All BE technicians must acquire the mandatory annual certifications prior to participation in the BE program. Under no circumstances shall BE dispatch a service technician or other BE personnel on a Samsung in-home repair unless such technician or personnel have successfully completed the required training and have been assigned RA (Repair Authorization). Each BE technician will be extended RA based on satisfactory completion of required training and certifications and assessments.

BE shall make available newly hired technicians that don't possess required Samsung Certifications for on-site Samsung basic assessment in order to be authorized to repair Samsung products. All new product training and updated annual trainings will need to be completed within 45 days after the training material is made available by Samsung. Samsung shall have the right, from time to time,

(i) to give BE technicians test(s) covering basic technology, product repair knowledge, policy/process and customer management skills to achieve the mandatory certifications,

(ii) require a technician to complete additional trainings as deemed necessary including but not limited to monthly supplemental trainings.

Technicians that do not meet the minimum required performance as announced from time to time, will be required to attend mandatory on-site training at a Samsung designated facility in order to maintain authorization. A minimum score as determined by Samsung from time to time is required for each certification and all certifications must be passed in order to participate in this program. BE technicians are required to pass the certification exam at least once per year or as designated by Samsung's product support department. For details on current policy and requirements, refer to Samsung's Policy and Procedure Guide.

- 10. Proper Appearance:** BE shall ensure that all technicians are well groomed and professional in dress and demeanor. All BE technicians are required to wear the Samsung supplied uniform, along with the photo ID badge indicating authenticity as a Certified Samsung Field Technician. The technician shall wear disposable shoe covers over their shoes in an effort to not damage or soil customer's flooring. BE shall never interact with a customer or enter a customer's home while intoxicated, inebriated, impaired by or under the influence of drugs, alcohol or any controlled substance (except as prescribed by a physician, so long as the performance or safety of the services is not affected thereby), mistreat a customer or make negative comments regarding Samsung or any Samsung product or policy. BE must always treat the customer with gracious hospitality and appropriate decorum. Repeated negative reports of such action from customer or dealers will be considered breach of contract.
- 11. Parts Account:** Samsung may, but shall not be bound to, extend credit to BE accounts, and it may in its absolute discretion, change or withdraw at any time, any credit and/or payment terms previously extended to BE. BE shall maintain its Parts Account according to the terms provided (45 day payment terms) and within the credit limit approved by Samsung. Failure to comply with payment terms will disqualify the BE for any bonus/incentive programs being offered by Samsung, place the account on hold excluding it from service referrals and/or subject the account to termination. It is BE's responsibility to provide all resources and manpower to reconcile their parts account.

Samsung may distribute a list of fast moving parts from time to time. BE may be required to purchase an initial inventory of fast moving parts from Samsung as per such list and will continue to stock fast moving parts as the list is updated by Samsung. BE shall participate in, and comply with the requirements of, any Inventory programs which may be offered or implemented by Samsung from time to time including but not limited to periodic inventory level checks. There is no parts mark-up, credits or additional reimbursements of any kind for parts applied to this BE account. Reimbursement of parts used for in-warranty repairs will be at invoice price. Payment terms and credit limits are determined, and subject to change, by Samsung credit department. BE shall only use parts purchased from Samsung for the purpose of providing repair services under this Agreement and not for resale or distribution to any other third party.

BE shall comply with applicable parts return policies as implemented by Samsung from time to time related to parts returns; including but not limited to Parts Not Needed Policies.

- 12. Chevy Express Van, Ford Transit Connect, GMC Savanna Scion XB, Nissan NV, Dodge Promaster , Mercedes Sprinter, Toyota Prius (or other Samsung approved vehicle):** BE is recommended after written approval from Samsung to purchase a white vehicle (2015 model or newer) and allow Samsung's logo and truck signage to be installed at Samsung's expense. Advanced approval by Samsung for vehicle signage is required in order to be considered for the Vehicle Service Marketing Development Fund. This vehicle must be kept in clean operating condition as to present a professional appearance as to the general public and the customers being serviced. In addition to any insurance requirements under the Service Agreement, BE shall maintain in force Commercial Auto Liability insurance (symbol 1) in the amount of \$1 Million limit and physical damage, including collision and comprehensive, with an insurance company acceptable to Samsung and shall provide evidence of such insurance upon request. BE shall add Samsung Electronics America, Inc. as additional insured and provide to Samsung copies of certificates of such insurance from time to time during the term of this Addendum #1 upon request by Samsung.

Samsung reserves the right to inspect all branded vehicles to determine when the condition of said van is no longer acceptable to be used for Samsung referrals. At which time, if the condition of the vehicle is deemed unacceptable due to excessive mileage, damage, wear and tear, or overall appearance, the BE will be required to remove the Samsung Branded logo upon request. All removal of branding expenses shall be the sole responsibility of BE. However, Samsung may, solely in its discretion, provide full or partial subsidy covering such removal expenses.

**12. Vehicle Service Marketing Development Fund (“SMDF”):** Samsung shall provide an SMDF payment of \$300 per month, per each BE-branded vehicle with the Samsung provided logo installed, provided that (i) the BE’s account is in good standing, (ii) the BE’s account has been approved for dispatch in the Approved Dispatch System by the Samsung Service Manager, (iii) the approved Samsung logo and other signage content is displayed on the vehicle in neat, clean, and intact condition, as evidenced by a photograph, and (iv) the number of IW and OW Referrals completed exceeds the minimum amount required per month as determined by Samsung per vehicle completing Services. Samsung agrees that the SMDF is an incentive program that confers no obligations on BE except as otherwise stated in this Section 12, and Samsung is granted no rights or ownership interest in property obtained as result of the SMDF. The amount of each monthly payment will remain the same for the Term of the Agreement, unless otherwise eliminated, suspended, increased or decreased at Samsung’s discretion with thirty (30) days’ written notice. Samsung door magnets do not qualify as an approved Samsung Logo. BE must provide documentation regarding van logo as requested by Samsung on a quarterly basis. Payment of SMDF will be calculated monthly and payment released on a quarterly basis.

BE will be responsible to provide requested documentation of each BE branded vehicle on a quarterly basis. Failure to provide the requested documentation within the requested timeframe may result in nonpayment of SMDF funds for the previous quarter.

**13. Use of Mobile Device:** BE technician working at a BE Approved Branch Location is required to have a smart phone or similar mobile device (“MD”) in their possession at all times during working hours in order to confirm dispatched repairs, update service ticket status in real time (or as soon as possible), using MD device and application associated with the BE program. Samsung shall provide the MD service application.

**Warning:** Updating or otherwise using the MD is prohibited while driving or where doing so may create a safety hazard. Updates include but are not limited to: service request confirmation, ticket completion, schedule date and all other status updates required by Samsung. Samsung may, but is not obligated to, provide such MD.

**14. Systems and Applications:** BE shall ensure that each technician utilizes available online support systems and applications as needed per repair. Systems and applications include but are not limited to Samsung Technical Guide (STG) and Home Appliance Smart Service (HASS), and Global Service Partner Network (GSPN).

- BE Techs must use diagnostic tools such as HASS OQC on all compatible models as instructed by Samsung for In-Warranty Repairs. Using STG, BE techs, owners and managers shall track company and tech use to ensure compliance.
- BE Techs must view STG REDO Content in STG on all flagged tickets. BE techs, owners and managers should track company and tech use to ensure compliance.
- Minimum HASS OQC usage rate per technician is 85%. Samsung may announce more specific usage targets from time to time. Failure to meet HASS OQC usage targets may result in reduction of service volume, loss of BE status, and/or program or contract termination (including this Addendum #1), at Samsung’s discretion.
- The use of STG and diagnostic tool such as HASS OQC should be considered as mandatory repair tools when applicable.
- The use of customer repair acknowledgment tool utilizing E-Signature should be considered mandatory for repair completion.
- BE is required to attach an image of both Serial tag & Defective Unit to the service Order in GSPN or STG

**15. Incentive Programs:** Samsung may at its sole discretion offer one or more performance incentive programs. Each BE Approved Branch Location will be eligible to participate only if (i) the BE Approved Branch Location account is in good standing, (ii) technician(s) working at the BE Approved Branch Location have passed all Samsung required BE certifications and, (iii) the BE Approved Branch Location account was operational on the day the program incentive period started. An BE Approved Branch Location shall not be eligible to participate in any performance incentive program if the BE Approved Branch Location account was not in good standing for two (2) or more weeks or equivalent days during the program period. Notice of such program will be provided through a “Samsung BE Incentive Notice.” All bonus or incentive calculations and awards shall be conclusive and binding on all participating BE Approved Branch Locations. Incentive program eligibility by branch will be determined by Samsung, and may be changed and announced from time to time at Samsung’s discretion.

- 16. Program Termination:** Samsung shall have the right, upon 30 days prior notice, to disqualify and/or terminate BE 's participation in the program or any account based upon performance or the failure of BE to perform services in accordance with the Agreement or any other requirements of the program including, but not limited to, the KPI(s) referenced below.
- 17. Invoicing:** All invoices for non-warranty expenses must be submitted within 30 days of receipt/service through Samsung AP Vendor Portal. This pertains to invoices for mobile device bill reimbursements, van wrap installation reimbursements, and business card reimbursements. Any invoices submitted after 30 days will be considered out of policy and will not be paid.
- 18. Service Level:** Samsung may establish required service levels for various specific products. The "Service Level" is a metric of Key Performance Indicators ("KPI") used to measure performance. BE technician must maintain these service levels as informed by Samsung from time to time.
- 19. Samsung In-Warranty Parts:** Throughout the term of this Agreement, BE shall only use "New / Genuine" Samsung parts purchased directly from Samsung for all In-Warranty repairs, unless otherwise permitted by Samsung pursuant to the terms and conditions in Addendum 2. The use of "like new" or "reconditioned" or "remanufactured" or "refurbished" parts is prohibited for all In-Warranty or Out-of-Warranty repairs and such parts shall not be claimed to Samsung for reimbursement or credit, unless such parts have been provided by Samsung. The sale, resale or distribution of refurbished parts is prohibited.
- BE shall make all reasonable efforts to comply with all parts related policy as announced by Samsung from time to time including but not limited to Parts Not Needed (PNN), Return deadlines, parts ordering policies.
- 20. Parts Return Program:** BE shall participate in the return of selected replacement parts as requested by Samsung from time to time at no cost to the Branded Engineer. When enrolled in said program Samsung will provide return instructions and all appropriate return documents.
- 21. Minimum Requirements:** Each BE Approved Branch Location will be graded on a quarterly basis based on the evaluations of all BE technicians working at the applicable BE Approved Branch Location with repair volume of 30 or more per month within the review period. The quarters are classified as below:

Quarter	Months in the Quarter Subject to Evaluation	Probation Months
Q1	March – April – May	June – July – August
Q2	June – July – August	September – October – November
Q3	September – October – November	December – January - February
Q4	December – January – February	March – April - May

BE must maintain an "A" or "B" or "C" grade. Grading criteria will be notified to BE in a separate document and the grading criteria may be adjusted at any time by Samsung with 30 days' prior notice.

Each BE Approved Branch Location will be graded on a quarterly basis after the first full 3-month period of this Agreement. Each BE Approved Branch Location must retain a "A" or "B" or "C" in order to maintain their BE Branch

If the BE Branch receives a "D" grade for 2 consecutive quarters, it may result in reduction of service volume, loss of BE status, and/or program or contract termination (including this Addendum #1), at Samsung's discretion.

BE Approved Branch Locations which receives an "A" or "B" or "C" grade may qualify for an Incentive which may be offered at the discretion of Samsung. All Incentive terms and requirements will be announced separately as they are introduced.

SERVICE QUICK INC  
SERVICE QUICK CSP

SCHEDULE A  
SAMSUNG AUTHORIZATION  
CONFIDENTIAL

1. Samsung Branded PRODUCTS/RATES – BE BRANCH LABOR RATES

BE HA Labor Rates BFSC302; BFSC304; BFSC307; BFSC429								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
16	OVER THE RANGE MWO		XXXXX	45	XXXXX	145	64	64
17	MICROWAVE OVEN		XXXXX	45	XXXXX	145	64	64
19	REFRIGERATOR		XXXXX	XXXXX	250	145	107	77
41	AIR CONDITIONER		90	60	250	145	107	77
45	PEDESTAL		XXXXX	XXXXX	XXXXX	145	77	77
47	DISHWASHER		XXXXX	XXXXX	XXXXX	145	77	77
48	ELECTRIC OVEN		XXXXX	XXXXX	XXXXX	145	77	77
49	GAS RANGE		XXXXX	XXXXX	XXXXX	145	77	77
68	WASHING MACHINE		XXXXX	XXXXX	250	145	107	77
69	ELECTRIC DRYER		XXXXX	XXXXX	XXXXX	145	77	77
80	KIMCHI REFRIGERATOR		XXXXX	XXXXX	250	145	107	77
B1	AIRDRESSER		XXXXX	XXXXX	XXXXX	145	77	77

BE HA Labor Rates BFSC305; BFSC490								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
16	OVER THE RANGE MWO		XXXXX	XXXXX	XXXXX	160	64	64
17	MICROWAVE OVEN		XXXXX	XXXXX	XXXXX	160	64	64
19	REFRIGERATOR		XXXXX	XXXXX	250	160	107	77
41	AIR CONDITIONER		90	60	250	160	107	77
45	PEDESTAL		XXXXX	XXXXX	XXXXX	160	77	77
47	DISHWASHER		XXXXX	XXXXX	XXXXX	160	77	77
48	ELECTRIC OVEN		XXXXX	XXXXX	XXXXX	160	77	77
49	GAS RANGE		XXXXX	XXXXX	XXXXX	160	77	77
68	WASHING MACHINE		XXXXX	XXXXX	250	160	107	77
69	ELECTRIC DRYER		XXXXX	XXXXX	XXXXX	160	77	77
80	KIMCHI REFRIGERATOR		XXXXX	XXXXX	250	160	107	77
B1	AIRDRESSER		XXXXX	XXXXX	XXXXX	160	77	77

BE HA Labor Rates								
BFSC428 Oahu, Hawaii Ticket Quantity < 250 per month								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
16	OVER THE RANGE MWO		XXXXX	45	XXXXX	336	64	64
17	MICROWAVE OVEN		XXXXX	45	XXXXX	336	64	64
19	REFRIGERATOR		XXXXX	XXXXX	336	336	107	77
41	AIR CONDITIONER		90	60	336	336	107	77
45	PEDESTAL		XXXXX	XXXXX	XXXXX	336	77	77
47	DISHWASHER		XXXXX	XXXXX	XXXXX	336	77	77
48	ELECTRIC OVEN		XXXXX	XXXXX	XXXXX	336	77	77
49	GAS RANGE		XXXXX	XXXXX	XXXXX	336	77	77
68	WASHING MACHINE		XXXXX	XXXXX	336	336	107	77
69	ELECTRIC DRYER		XXXXX	XXXXX	XXXXX	336	77	77
80	KIMCHI REFRIGERATOR		XXXXX	XXXXX	336	336	107	77
B1	AIRDRESSER		XXXXX	XXXXX	XXXXX	336	77	77

BE HA Rates								
BFSC428 Oahu, Hawaii Ticket Quantity > 250 per month								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
16	OVER THE RANGE MWO		XXXX	45	XXXX	282	64	64
17	MICROWAVE OVEN		XXXX	45	XXXX	282	64	64
19	REFRIGERATOR		XXXX	XXXX	282	282	107	77
41	AIR CONDITIONER		90	60	282	282	107	77
45	PEDESTAL		XXXX	XXXX	XXXX	282	77	77
47	DISHWASHER		XXXX	XXXX	XXXX	282	77	77
48	ELECTRIC OVEN		XXXX	XXXX	XXXX	282	77	77
49	GAS RANGE		XXXX	XXXX	XXXX	282	77	77
68	WASHING MACHINE		XXXX	XXXX	282	282	107	77
69	ELECTRIC DRYER		XXXX	XXXX	XXXX	282	77	77
80	KIMCHI REFRIGERATOR		XXXX	XXXX	282	282	107	77
B1	AIRDRESSER		XXXX	XXXX	XXXX	282	77	77

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BE HA Labor Rates BFSC430								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
16	OVER THE RANGE MWO		XXXXX	45	XXXXX	169	64	64
17	MICROWAVE OVEN		XXXXX	45	XXXXX	169	64	64
19	REFRIGERATOR		XXXXX	XXXXX	250	169	107	77
41	AIR CONDITIONER		90	60	250	169	107	77
45	PEDESTAL		XXXXX	XXXXX	XXXXX	169	77	77
47	DISHWASHER		XXXXX	XXXXX	XXXXX	169	77	77
48	ELECTRIC OVEN		XXXXX	XXXXX	XXXXX	169	77	77
49	GAS RANGE		XXXXX	XXXXX	XXXXX	169	77	77
68	WASHING MACHINE		XXXXX	XXXXX	250	169	107	77
69	ELECTRIC DRYER		XXXXX	XXXXX	XXXXX	169	77	77
80	KIMCHI REFRIGERATOR		XXXXX	XXXXX	250	169	107	77
B1	AIRDRESSER		XXXXX	XXXXX	XXXXX	169	77	77

BE HA Labor Rates BFSC432								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
16	OVER THE RANGE MWO		XXXXX	45	XXXXX	162	64	64
17	MICROWAVE OVEN		XXXXX	45	XXXXX	162	64	64
19	REFRIGERATOR		XXXXX	XXXXX	250	162	157	100
41	AIR CONDITIONER		90	60	250	162	157	100
45	PEDESTAL		XXXXX	XXXXX	XXXXX	162	100	100
47	DISHWASHER		XXXXX	XXXXX	XXXXX	162	100	100
48	ELECTRIC OVEN		XXXXX	XXXXX	XXXXX	162	100	100
49	GAS RANGE		XXXXX	XXXXX	XXXXX	162	100	100
68	WASHING MACHINE		XXXXX	XXXXX	250	162	157	100
69	ELECTRIC DRYER		XXXXX	XXXXX	XXXXX	162	100	100
80	KIMCHI REFRIGERATOR		XXXXX	XXXXX	250	162	157	100
B1	AIRDRESSER		XXXXX	XXXXX	XXXXX	162	100	100

BE HA Labor Rates BFSC433								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
16	OVER THE RANGE MWO		XXXXX	45	XXXXX	150	64	64
17	MICROWAVE OVEN		XXXXX	45	XXXXX	150	64	64
19	REFRIGERATOR		XXXXX	XXXXX	250	150	162	110
41	AIR CONDITIONER		90	60	250	150	162	110
45	PEDESTAL		XXXXX	XXXXX	XXXXX	150	110	110
47	DISHWASHER		XXXXX	XXXXX	XXXXX	150	110	110
48	ELECTRIC OVEN		XXXXX	XXXXX	XXXXX	150	110	110
49	GAS RANGE		XXXXX	XXXXX	XXXXX	150	110	110
68	WASHING MACHINE		XXXXX	XXXXX	250	150	162	110
69	ELECTRIC DRYER		XXXXX	XXXXX	XXXXX	150	110	110
80	KIMCHI REFRIGERATOR		XXXXX	XXXXX	250	150	162	110
B1	AIRDRESSER		XXXXX	XXXXX	XXXXX	150	110	110

BE HA Labor Rates BFSC445								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
16	OVER THE RANGE MWO		XXXXX	45	XXXXX	161	64	64
17	MICROWAVE OVEN		XXXXX	45	XXXXX	161	64	64
19	REFRIGERATOR		XXXXX	XXXXX	250	161	107	77
41	AIR CONDITIONER		90	60	250	161	107	77
45	PEDESTAL		XXXXX	XXXXX	XXXXX	161	77	77
47	DISHWASHER		XXXXX	XXXXX	XXXXX	161	77	77
48	ELECTRIC OVEN		XXXXX	XXXXX	XXXXX	161	77	77
49	GAS RANGE		XXXXX	XXXXX	XXXXX	161	77	77
68	WASHING MACHINE		XXXXX	XXXXX	250	161	107	77
69	ELECTRIC DRYER		XXXXX	XXXXX	XXXXX	161	77	77
80	KIMCHI REFRIGERATOR		XXXXX	XXXXX	250	161	107	77
B1	AIRDRESSER		XXXXX	XXXXX	XXXXX	161	77	77

BE HA Labor Rates BFSC673; BFSC691; BFSC747								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
16	OVER THE RANGE MWO		XXXXX	45	XXXXX	150	64	64
17	MICROWAVE OVEN		XXXXX	45	XXXXX	150	64	64
19	REFRIGERATOR		XXXXX	XXXXX	250	150	107	77
41	AIR CONDITIONER		90	60	250	150	107	77
45	PEDESTAL		XXXXX	XXXXX	XXXXX	150	77	77
47	DISHWASHER		XXXXX	XXXXX	XXXXX	150	77	77
48	ELECTRIC OVEN		XXXXX	XXXXX	XXXXX	150	77	77
49	GAS RANGE		XXXXX	XXXXX	XXXXX	150	77	77
68	WASHING MACHINE		XXXXX	XXXXX	250	150	107	77
69	ELECTRIC DRYER		XXXXX	XXXXX	XXXXX	150	77	77
80	KIMCHI REFRIGERATOR		XXXXX	XXXXX	250	150	107	77
B1	AIRDRESSER		XXXXX	XXXXX	XXXXX	150	77	77

BE HA Labor Rates BFSC748								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
16	OVER THE RANGE MWO		XXXXX	45	XXXXX	90	64	64
17	MICROWAVE OVEN		XXXXX	45	XXXXX	90	64	64
19	REFRIGERATOR		XXXXX	XXXXX	187	104	107	77
41	AIR CONDITIONER		90	60	187	104	107	77
45	PEDESTAL		XXXXX	XXXXX	XXXXX	90	77	77
47	DISHWASHER		XXXXX	XXXXX	XXXXX	104	77	77
48	ELECTRIC OVEN		XXXXX	XXXXX	XXXXX	104	77	77
49	GAS RANGE		XXXXX	XXXXX	XXXXX	104	77	77
68	WASHING MACHINE		XXXXX	XXXXX	187	104	107	77
69	ELECTRIC DRYER		XXXXX	XXXXX	XXXXX	104	77	77
80	KIMCHI REFRIGERATOR		XXXXX	XXXXX	187	104	107	77
B1	AIRDRESSER		XXXXX	XXXXX	XXXXX	104	77	77

BE HA Labor Rates BFSC797								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
16	OVER THE RANGE MWO		XXXXX	45	XXXXX	148	64	64
17	MICROWAVE OVEN		XXXXX	45	XXXXX	148	64	64
19	REFRIGERATOR		XXXXX	XXXXX	250	148	107	77
41	AIR CONDITIONER		90	60	250	148	107	77
45	PEDESTAL		XXXXX	XXXXX	XXXXX	148	77	77
47	DISHWASHER		XXXXX	XXXXX	XXXXX	148	77	77
48	ELECTRIC OVEN		XXXXX	XXXXX	XXXXX	148	77	77
49	GAS RANGE		XXXXX	XXXXX	XXXXX	148	77	77
68	WASHING MACHINE		XXXXX	XXXXX	250	148	107	77
69	ELECTRIC DRYER		XXXXX	XXXXX	XXXXX	148	77	77
80	KIMCHI REFRIGERATOR		XXXXX	XXXXX	250	148	107	77
B1	AIRDRESSER		XXXXX	XXXXX	XXXXX	148	77	77

BE HA Labor Rates BFSC06; BFSC08								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
16	OVER THE RANGE MWO		XXXXX	45	XXXXX	150	64	64
17	MICROWAVE OVEN		XXXXX	45	XXXXX	150	64	64
19	REFRIGERATOR		XXXXX	XXXXX	250	150	118	74
41	AIR CONDITIONER		90	60	250	150	123	77
45	PEDESTAL		XXXXX	XXXXX	XXXXX	150	74	74
47	DISHWASHER		XXXXX	XXXXX	XXXXX	150	74	74
48	ELECTRIC OVEN		XXXXX	XXXXX	XXXXX	150	74	74
49	GAS RANGE		XXXXX	XXXXX	XXXXX	150	74	74
68	WASHING MACHINE		XXXXX	XXXXX	250	150	118	74
69	ELECTRIC DRYER		XXXXX	XXXXX	XXXXX	150	74	74
80	KIMCHI REFRIGERATOR		XXXXX	XXXXX	250	150	118	74
B1	AIRDRESSER		XXXXX	XXXXX	XXXXX	150	74	74

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BE HA Labor Rates BFSC07								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
16	OVER THE RANGE MWO		XXXXX	45	XXXXX	160	64	64
17	MICROWAVE OVEN		XXXXX	45	XXXXX	160	64	64
19	REFRIGERATOR		XXXXX	XXXXX	250	160	118	74
41	AIR CONDITIONER		90	60	250	150	123	77
45	PEDESTAL		XXXXX	XXXXX	XXXXX	160	74	74
47	DISHWASHER		XXXXX	XXXXX	XXXXX	160	74	74
48	ELECTRIC OVEN		XXXXX	XXXXX	XXXXX	160	74	74
49	GAS RANGE		XXXXX	XXXXX	XXXXX	160	74	74
68	WASHING MACHINE		XXXXX	XXXXX	250	160	118	74
69	ELECTRIC DRYER		XXXXX	XXXXX	XXXXX	160	74	74
80	KIMCHI REFRIGERATOR		XXXXX	XXXXX	250	160	118	74
B1	AIRDRESSER		XXXXX	XXXXX	XXXXX	160	74	74

BE HA Labor Rates BFSC09								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
16	OVER THE RANGE MWO		XXXXX	45	XXXXX	160	77	77
17	MICROWAVE OVEN		XXXXX	45	XXXXX	160	77	77
19	REFRIGERATOR		XXXXX	XXXXX	250	160	150	94
40	VACUUM		55	55	XXXXX	XXXXX	XXXXX	XXXXX
41	AIR CONDITIONER		90	60	250	129	150	94
45	PEDESTAL		XXXXX	XXXXX	XXXXX	160	77	77
47	DISHWASHER		XXXXX	XXXXX	XXXXX	160	94	94
48	ELECTRIC OVEN		XXXXX	XXXXX	XXXXX	160	94	94
49	GAS RANGE		XXXXX	XXXXX	XXXXX	160	94	94
68	WASHING MACHINE		XXXXX	XXXXX	250	160	150	94
69	ELECTRIC DRYER		XXXXX	XXXXX	XXXXX	160	94	94
80	KIMCHI REFRIGERATOR		XXXXX	XXXXX	250	160	150	94
B1	AIRDRESSER		XXXXX	XXXXX	XXXXX	160	94	94

BE HA Labor Rates BFSC09								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
16	OVER THE RANGE MWO		XXXXX	45	XXXXX	160	77	77
17	MICROWAVE OVEN		XXXXX	45	XXXXX	160	77	77
19	REFRIGERATOR		XXXXX	XXXXX	250	160	150	94
40	VACUUM		55	55	XXXXX	XXXXX	XXXXX	XXXXX
41	AIR CONDITIONER		90	60	250	129	150	94
45	PEDESTAL		XXXXX	XXXXX	XXXXX	160	77	77
47	DISHWASHER		XXXXX	XXXXX	XXXXX	160	94	94
48	ELECTRIC OVEN		XXXXX	XXXXX	XXXXX	160	94	94
49	GAS RANGE		XXXXX	XXXXX	XXXXX	160	94	94
68	WASHING MACHINE		XXXXX	XXXXX	250	160	150	94
69	ELECTRIC DRYER		XXXXX	XXXXX	XXXXX	160	94	94
80	KIMCHI REFRIGERATOR		XXXXX	XXXXX	250	160	150	94
B1	AIRDRESSER		XXXXX	XXXXX	XXXXX	160	94	94

BE Recall Rates – BFSC428		RC	RC
Labor Code	RECALL	MJ	MN
68	WASHING MACHINE	200	45

BE Recall Rates		RC	RC
Labor Code	RECALL	MJ	MN
68	WASHING MACHINE	130	45

BE Recall Rates – BFSC432; BFSC09		RC	RC
Labor Code	RECALL	MJ	MN
68	WASHING MACHINE	115	45

BE Recall Rates – BFSC748		RC	RC
Labor Code	RECALL	MJ	MN
68	WASHING MACHINE	85	45

CSP HA Labor Rates								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
16	OVER THE RANGE MWO		XXXXX	45	XXXXX	160	64	64
17	MICROWAVE OVEN		XXXXX	45	XXXXX	160	64	64
19	REFRIGERATOR		XXXXX	XXXXX	250	160	107	77
41	AIR CONDITIONER		90	60	250	129	XXXXX	XXXXX
45	PEDESTAL		XXXXX	XXXXX	XXXXX	160	77	77
47	DISHWASHER		XXXXX	XXXXX	XXXXX	160	77	77
48	ELECTRIC OVEN		XXXXX	XXXXX	XXXXX	160	77	77
49	GAS RANGE		XXXXX	XXXXX	XXXXX	160	77	77
68	WASHING MACHINE		XXXXX	XXXXX	250	160	107	77
69	ELECTRIC DRYER		XXXXX	XXXXX	XXXXX	160	77	77
80	KIMCHI REFRIGERATOR		XXXXX	XXXXX	250	160	107	77
B1	AIRDRESSER		XXXXX	XXXXX	XXXXX	160	77	77

CSP Recall Rates			RC	RC
Labor Code	RECALL		MJ	MN
68	WASHING MACHINE		130	45

BE HE Labor Rates								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
1	LCD/ LED CARRY IN (*i & ii)		66	66	135	135	45	45
8	PLASMA TV		50	50	138	138	65	65
10	Home Theater		70	50	XXXXX	XXXXX	55	55
	Home Theater IH *In home –Home theater Policy Only models dispatched and approved for in home repair as communicated to ASC in the In-Home Home Theater Policy or other written communication from time to time		70	50	135	135	55	55
	Party Audio *In home –Home theater Policy Only models dispatched and approved for in home repair as communicated to ASC in the In-Home Home Theater Policy or other written communication from time to time		70	50	100	100	55	55
28	LCD/LED/UHD(*ii)		66	66	135	135	80	80
29	High End Monitor *Dispatched by Samsung Only models dispatched and approved for in home repair		66	66	117	117	80	80
A2	UHD(*ii & *iii)		XXXXX	XXXXX	300	300	200	200

BE HE Labor Rates – BFSC305								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
1	LCD/ LED CARRY IN <sup>(i &amp; ii)</sup>		70	40	154	154	45	45
8	PLASMA TV		80	50	154	154	65	65
10	Home Theater		70	50	XXXXX	XXXXX	55	55
	Home Theater IH *In home –Home theater Policy Only models dispatched and approved for in home repair as communicated to ASC in the In-Home Home Theater Policy or other written communication from time to time		70	50	135	135	55	55
	Party Audio *In home –Home theater Policy Only models dispatched and approved for in home repair as communicated to ASC in the In-Home Home Theater Policy or other written communication from time to time		70	50	100	100	55	55
28	LCD/LED/UHD <sup>(iii)</sup>		70	40	154	154	80	80
29	High End Monitor *Dispatched by Samsung Only models dispatched and approved for in home repair		70	40	117	117	80	80
A2	UHD <sup>(ii &amp; iii)</sup>		XXXXX	XXXXX	300	300	200	200

BE HE Labor Rates – BFSC428								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
1	LCD/ LED CARRY IN <sup>(i &amp; ii)</sup>		66	66	336	336	45	45
8	PLASMA TV		50	50	336	336	65	65
10	Home Theater		70	50	XXXXX	XXXXX	55	55
	Home Theater IH *In home –Home theater Policy Only models dispatched and approved for in home repair as communicated to ASC in the In-Home Home Theater Policy or other written communication from time to time		70	50	336	336	55	55
	Party Audio *In home –Home theater Policy Only models dispatched and approved for in home repair as communicated to ASC in the In-Home Home Theater Policy or other written communication from time to time		70	50	100	100	55	55
28	LCD/LED/UHD <sup>(ii)</sup>		66	66	336	336	80	80
29	High End Monitor *Dispatched by Samsung Only models dispatched and approved for in home repair		66	66	117	117	80	80
A2	UHD <sup>(ii &amp; iii)</sup>		XXXXX	XXXXX	336	336	200	200

BE HE Labor Rates								
BFSC432; BFSC433; BFSC490; BFSC673; BFSC691; BFSC747; BFSC748; BFSC706; BFSC707; BFSC708								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
1	LCD/ LED CARRY IN (*i & ii)		66	66	117	117	45	45
8	PLASMA TV		50	50	138	138	65	65
10	Home Theater		70	50	XXXXX	XXXXX	55	55
	Home Theater IH *In home –Home theater Policy Only models dispatched and approved for in home repair as communicated to ASC in the In-Home Home Theater Policy or other written communication from time to time		70	50	117	117	55	55
	Party Audio *In home –Home theater Policy Only models dispatched and approved for in home repair as communicated to ASC in the In-Home Home Theater Policy or other written communication from time to time		70	50	100	100	55	55
28	LCD/LED/UHD(*ii)		66	66	117	117	80	80
29	High End Monitor *Dispatched by Samsung Only models dispatched and approved for in home repair		66	66	117	117	80	80
A2	UHD(*ii & *iii)		XXXXX	XXXXX	300	300	200	200

BE HE Labor Rates – BFSC445								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
1	LCD/ LED CARRY IN (*i & ii)		66	66	135	135	45	45
8	PLASMA TV		50	50	135	135	65	65
10	Home Theater		70	50	XXXXX	XXXXX	55	55
	Home Theater IH *In home –Home theater Policy Only models dispatched and approved for in home repair as communicated to ASC in the In-Home Home Theater Policy or other written communication from time to time		70	50	135	135	55	55
	Party Audio *In home –Home theater Policy Only models dispatched and approved for in home repair as communicated to ASC in the In-Home Home Theater Policy or other written communication from time to time		70	50	100	100	55	55
28	LCD/LED/UHD(*ii)		66	66	135	135	80	80
29	High End Monitor *Dispatched by Samsung Only models dispatched and approved for in home repair		66	66	117	117	80	80
A2	UHD(*ii & *iii)		XXXXX	XXXXX	300	300	200	200

BE HE Labor Rates – BFSC797								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
1	LCD/ LED CARRY IN (*i & ii)		66	66	140	140	45	45
8	PLASMA TV		50	50	138	138	65	65
10	Home Theater		70	50	XXXXX	XXXXX	55	55
	Home Theater IH *In home –Home theater Policy Only models dispatched and approved for in home repair as communicated to ASC in the In-Home Home Theater Policy or other written communication from time to time		70	50	135	135	55	55
	Party Audio *In home –Home theater Policy Only models dispatched and approved for in home repair as communicated to ASC in the In-Home Home Theater Policy or other written communication from time to time		70	50	100	100	55	55
28	LCD/LED/UHD(*ii)		66	66	140	140	80	80
29	High End Monitor *Dispatched by Samsung Only models dispatched and approved for in home repair		66	66	117	117	80	80
A2	UHD(*ii & *iii)		XXXXX	XXXXX	300	300	200	200

BE HE Labor Rates – BFSC709								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
1	LCD/ LED CARRY IN (*i & ii)		67	67	117	117	45	45
8	PLASMA TV		73	73	138	138	65	65
10	Home Theater		70	50	XXXXX	XXXXX	55	55
	Home Theater IH *In home –Home theater Policy Only models dispatched and approved for in home repair as communicated to ASC in the In-Home Home Theater Policy or other written communication from time to time		70	50	117	117	55	55
	Party Audio *In home –Home theater Policy Only models dispatched and approved for in home repair as communicated to ASC in the In-Home Home Theater Policy or other written communication from time to time		70	50	100	100	55	55
28	LCD/LED/UHD(*ii)		67	67	117	117	80	80
29	High End Monitor *Dispatched by Samsung Only models dispatched and approved for in home repair		67	67	117	117	80	80
A2	UHD(*ii & *iii)		XXXXX	XXXXX	300	300	200	200

CSP HE Labor Rates								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
1	LCD/ LED CARRY IN (*i & ii)		70	40	154	154	45	45
8	PLASMA TV		80	50	154	154	65	65
10	Home Theater		70	50	XXXXX	XXXXX	55	55
	Home Theater IH *In home –Home theater Policy Only models dispatched and approved for in home repair as communicated to ASC in the In-Home Home Theater Policy or other written communication from time to time		70	50	154	154	55	55
	Party Audio *In home –Home theater Policy Only models dispatched and approved for in home repair as communicated to ASC in the In-Home Home Theater Policy or other written communication from time to time		70	50	100	100	55	55
28	LCD/LED/UHD(*iii)		70	40	154	154	80	80
29	High End Monitor *Dispatched by Samsung Only models dispatched and approved for in home repair		70	40	117	117	80	80
A2	UHD(*ii & *iii)		XXXXX	XXXXX	300	300	200	200

**2. Dacor Branded PRODUCTS/RATES – BE BRANCH LABOR RATES**

DACOR BRANDED PRODUCTS – BFSCD38						
Labor Code	Product	Authorize my account for: (please check)	IH Major	IH Minor	SR Major	SR Minor
D1	DISH WASHER		XXXXX	336	XXXXX	336
D2	ELECTRIC COOK TOP		XXXXX	336	XXXXX	336
D3	GAS COOK TOP		XXXXX	336	XXXXX	336
D4	ELECTRIC OVEN		XXXXX	336	XXXXX	336
D5	ELECTRIC OVEN HOOD		XXXXX	336	XXXXX	336
D7	GAS RANGE		XXXXX	336	XXXXX	336
D8	MICROWAVE OVEN		XXXXX	336	XXXXX	336
D9	GRILL		XXXXX	336	XXXXX	336
DA	DISH WASHER_MODERNIST		XXXXX	336	XXXXX	336
DB	ELECTRIC COOK TOP_MODERNIST		XXXXX	336	XXXXX	336
DC	GAS COOK TOP_MODERNIST		XXXXX	336	XXXXX	336
DD	ELECTRIC OVEN_MODERNIST		XXXXX	336	XXXXX	336
DE	ELECTRIC OVEN HOOD_MODERNIST		XXXXX	336	XXXXX	336
DF	GAS RANGE_MODERNIST		XXXXX	336	XXXXX	336
DG	OTR MWO_MODERNIST		XXXXX	336	XXXXX	336
DH	REFRIGERATOR_MODERNIST		400	336	400	336
DJ	WINE CELLAR		400	336	400	336
DL	OTR MWO		XXXXX	336	XXXXX	336
DM	REFRIGERATOR		400	336	400	336

**DACOR BRANDED PRODUCTS (CSP) – BFSCD35; BFSCD36; BFSCD37**

Labor Code	Product	Authorize my account for: (please check)	IH Major	IH Minor	SR Major	SR Minor
D1	DISH WASHER		XXXXX	165	XXXXX	165
D2	ELECTRIC COOK TOP		XXXXX	165	XXXXX	165
D3	GAS COOK TOP		XXXXX	165	XXXXX	165
D4	ELECTRIC OVEN		XXXXX	165	XXXXX	165
D5	ELECTRIC OVEN HOOD		XXXXX	165	XXXXX	165
D7	GAS RANGE		XXXXX	165	XXXXX	165
D8	MICROWAVE OVEN		XXXXX	165	XXXXX	165
D9	GRILL		XXXXX	165	XXXXX	165
DA	DISH WASHER_MODERNIST		XXXXX	165	XXXXX	165
DB	ELECTRIC COOK TOP_MODERNIST		XXXXX	165	XXXXX	165
DC	GAS COOK TOP_MODERNIST		XXXXX	165	XXXXX	165
DD	ELECTRIC OVEN_MODERNIST		XXXXX	165	XXXXX	165
DE	ELECTRIC OVEN HOOD_MODERNIST		XXXXX	165	XXXXX	165
DF	GAS RANGE_MODERNIST		XXXXX	165	XXXXX	165
DG	OTR MWO_MODERNIST		XXXXX	165	XXXXX	165
DH	REFRIGERATOR_MODERNIST		400	165	400	165
DJ	WINE CELLAR		400	165	400	165
DL	OTR MWO		XXXXX	165	XXXXX	165
DM	REFRIGERATOR		400	165	400	165

**Required:** Select each product you are requesting authorization to service

- i. Carry in facility required
- ii. As determined by units warranty term
- iii. Authorization for this category requires product specific training

HA Major Repair only paid in the following cases:

- Refrigerator – Sealed System Repair
- Air Conditioner – Sealed System Repair
- Washing Machine – Tub Replacement

NOTES:

- Branded Engineer technicians are able to repair all service types of products in which they are authorized. This includes In Home Customer units, Store Display units which were dispatched by Samsung (repair type SI or DM), Stock repair units, and Carry in units. Technicians which do not possess RA (Repair Authorization) are not permitted to conduct In Home repairs.
- A2 Authorization: **Next day Service Expected; Second man included in rate. Authorization for this product requires product specific training by the Technician assigned to the repair prior to repair assignment.**
- Branded Engineer is eligible for Extra Person following our standard policy. The policy outlined in the Samsung Policy and Procedure guide must be followed (SAW must be requested and information outlined in the Policy and Procedure guide must be provided)
- "SI" repair type is only to be used for urgent store display repairs that are dispatched directly from Samsung. If Samsung does not directly dispatch the repair as a display model, repair is considered a store stock repair and should be submitted as a Stock Repair.
- "DM" repair type is only to be used for urgent store display repairs that are dispatched directly from Samsung. If Samsung does not directly dispatch the repair as a display model, repair is considered a store stock repair and should be submitted as a Stock Repair.

- Panel Replacement Fee: For a PDP, LED, and LCD panel replacement on units 56" and larger, a Panel Replacement Fee of \$40 will apply. This Panel Replacement Fee will be paid in the "Other" column of the warranty claim. To receive the Panel Replacement Fee, the BE must have current panel authorization or provide the PDP/LED/LCD panel authorization number on the warranty claim.
- MicroLED Authorization: Extra Person(s) included in rate. Authorization for this product requires product specific training by the Technician assigned to the repair prior to repair assignment.

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**Component Level Repair (PS)**

Select One: Specified account only / All HE branches		List Branches: BFSC432; BFSC691; BFSC747; BFSC707; BFSC709	
		PS	PS
<b>Labor Code</b>	<b>Product</b>	<b>MJ</b>	<b>MN</b>
01	LCD/ LED CARRY IN <sup>(i &amp; ii)</sup>	234	234
28	LCD/LED/UHD <sup>(ii)</sup>	234	234

Select One: Specified account only / All HE branches		List Branches: BFSC445	
		PS	PS
<b>Labor Code</b>	<b>Product</b>	<b>MJ</b>	<b>MN</b>
01	LCD/ LED CARRY IN <sup>(i &amp; ii)</sup>	270	270
28	LCD/LED/UHD <sup>(ii)</sup>	270	270

Select One: Specified account only / All HE branches		List Branches: BFSC797	
		PS	PS
<b>Labor Code</b>	<b>Product</b>	<b>MJ</b>	<b>MN</b>
01	LCD/ LED CARRY IN <sup>(i &amp; ii)</sup>	280	280
28	LCD/LED/UHD <sup>(ii)</sup>	280	280

Select One: Specified account only / All HE branches		List Branches: CSP	
		PS	PS
<b>Labor Code</b>	<b>Product</b>	<b>MJ</b>	<b>MN</b>
01	LCD/ LED CARRY IN <sup>(i &amp; ii)</sup>	300	300
28	LCD/LED/UHD <sup>(ii)</sup>	300	300

**PS TERMS:**

- Requirements of eligibility for "PS" Repairs:
  - a. Damage: SC is responsible for any damage or loss which occurs during transportation of the product from the customer's home to the SC or from the SC to the customer's location as well as any damage or loss caused during the repair of the product in the SC facility and/or during the time the product is in SC's custody, possession and/or control.
  - b. Customer Guidelines: SC must provide estimated pick up and drop off information to the customer when they are available and an estimate of the time the product will be held at SC's facility. SC must also inform the customer where the product will be located once the product is picked up for service.
  - c. Panel Replacement/Repair Fee: For a panel replacement/repair on units 56" and larger, a Panel Replacement/Repair Fee of \$40 will apply for these LED bar repairs. This Panel Replacement/Repair Fee will be paid in the "Other" column of the warranty claim. To receive the Panel Replacement/Repair Fee, the BE must have current panel authorization or provide the panel authorization number on the warranty claim.
  - d. Tools and Jigs: The tools and jigs provided by Samsung are to be used for both in and out of warranty customers for the term of this authorization. Jigs and tools provided by Samsung must be returned to Samsung if authorization should cease.

**MicroLED Authorization:**

Labor Code	Product	IH MN/MJ	IH IP	Other
12*	MicroLED	1300	150	300

**MicroLED Terms:**

Requirements of eligibility for "MicroLED" Repairs

\*Extra Person(s) included in rate. Authorization for this product requires product specific training by the Technician assigned to the repair prior to repair assignment.

**Return Handling (RH)**

**Return Handling Terms:**

Requirements of eligibility for "Return Handling" Repairs

Return Handling Service Program ("RH Program"), BE will retrieve certain Products from a customer's home and return the Products to Samsung or a designated Samsung logistics partner.

BE HE RH Program Labor Rates		
Labor Code	Product	Return Handling (RH)
01	LCD/LED <40"	117
28	LCD/LED/UHD 40" < 82"	117
A2	UHD	117

- a. **Damage:** In addition to all other rights and obligations contained in the ASC Agreement, BE is responsible for any damage or loss which occurs during transportation of the Product from the customer's home to the BE or from the BE to the customer's location as well as any damage or loss which occurs during the repair of the Product in the BE facility and/or during the time the Product is in BE's care, custody, possession and/or control.
- b. **Customer Guidelines:** BE must make all efforts to arrange an estimated pick up time that accommodates the customers' availability and provide the customer with a reasonable window of time for the pickup.
- c. **Program Guidelines:** BE must comply with requirements of the "RH Program" Return Handling Program as announced and updated by Samsung from time to time.

Before Service:

**Before Service Terms (BS)**

Requirements of eligibility for "Before Service (BS)" Repairs

*As dispatched and approved for BS Repair*

BE HE Labor Rates			
Labor Code	Product	BS MN	BS MJ
28	LCD/LED/UHD	157	157
29	HIGH-END MONITOR	168	168

CSP HE Labor Rates			
Labor Code	Product	BS MN	BS MJ
28	LCD/LED/UHD	157	157
29	HIGH-END MONITOR	168	168

**SCHEDULE B**  
**Approved Branch Locations \***

Service Center Name:

\_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Account # \_\_\_\_\_

**Branch Location #1**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Account # \_\_\_\_\_

**Branch Location #2**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Account # \_\_\_\_\_

**Branch Location #3**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Account # \_\_\_\_\_

**Branch Location #4**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Account # \_\_\_\_\_

\* The structure of the ASC accounts will be a three level structure as below:

1. Company Account: An account number will be assigned to the overall company.
2. Branch Account(s): Each geographical location will have a separate branch ("Branch Location") established. Each Branch Location will be responsible for parts ordering and inventory management. Warranty claims will also be processed at the Branch Location level.
3. Engineer Account: Each Samsung Certified Technician will be assigned to the specific Branch Location for which he or she performs work on a permanent or temporary basis

**ADDENDUM #2**  
**Parts Distribution Program TERMS AND CONDITIONS**

Throughout the term of this Agreement, BE may purchase parts directly from a Samsung-approved parts distributor for all In-Warranty repairs; provided, however, that those parts must be "New / Genuine" Samsung parts.

BE acknowledges and agrees that for parts purchased through a Samsung parts distributor, all issues, disputes and discrepancies regarding parts pricing or invoices shall be handled directly with such parts distributors and Samsung shall have not responsibility in connection with such matters.

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**ADDENDUM #3**  
**Hybrid Technician Program TERMS AND CONDITIONS**

Hybrid Tech Program.

a. This authorization and rates shall apply to the SC sub account referenced below only ("Hybrid Tech Program");

Hybrid Tech Program HA Labor Rates BFSCS02; BFSCS04; BFSCS08; BFSCS20; BFSCS24; BFSCS31								
Labor Code	Product	Authorize my account for: (please check)	CI MJ	CI MN	IH MJ	IH MN	SR MJ	SR MN
16	OVER THE RANGE MWO	✓	XXXXX	XXXXX	XXXXX	145	XXXXX	145
17	MICROWAVE OVEN	✓	XXXXX	XXXXX	XXXXX	145	XXXXX	145
19	REFRIGERATOR	✓	XXXXX	XXXXX	250	145	250	145
41	AIR CONDITIONER	✓	XXXXX	XXXXX	250	145	250	145
45	PEDESTAL	✓	XXXXX	XXXXX	XXXXX	145	XXXXX	145
47	DISHWASHER	✓	XXXXX	XXXXX	XXXXX	145	XXXXX	145
48	ELECTRIC OVEN	✓	XXXXX	XXXXX	XXXXX	145	XXXXX	145
49	GAS RANGE	✓	XXXXX	XXXXX	XXXXX	145	XXXXX	145
68	WASHING MACHINE	✓	XXXXX	XXXXX	250	145	250	145
69	ELECTRIC DRYER	✓	XXXXX	XXXXX	XXXXX	145	XXXXX	145
80	KIMCHI REFRIGERATOR	✓	XXXXX	XXXXX	250	145	250	145
B1	AIRDRESSER	✓	XXXXX	XXXXX	XXXXX	145	XXXXX	145

Hybrid Tech Program HA Labor Rates BFSCS38; BFSCS45; BFSCS56								
Labor Code	Product	Authorize my account for: (please check)	CI MJ	CI MN	IH MJ	IH MN	SR MJ	SR MN
16	OVER THE RANGE MWO	✓	XXXXX	XXXXX	XXXXX	150	64	64
17	MICROWAVE OVEN	✓	XXXXX	XXXXX	XXXXX	150	64	64
19	REFRIGERATOR	✓	XXXXX	XXXXX	250	150	107	77
41	AIR CONDITIONER	✓	XXXXX	XXXXX	250	150	107	77
45	PEDESTAL	✓	XXXXX	XXXXX	XXXXX	150	77	77
47	DISHWASHER	✓	XXXXX	XXXXX	XXXXX	150	77	77
48	ELECTRIC OVEN	✓	XXXXX	XXXXX	XXXXX	150	77	77
49	GAS RANGE	✓	XXXXX	XXXXX	XXXXX	150	77	77
68	WASHING MACHINE	✓	XXXXX	XXXXX	250	150	107	77
69	ELECTRIC DRYER	✓	XXXXX	XXXXX	XXXXX	150	77	77
80	KIMCHI REFRIGERATOR	✓	XXXXX	XXXXX	250	150	107	77
B1	AIRDRESSER	✓	XXXXX	XXXXX	XXXXX	150	77	77

Hybrid Tech Program HA Labor Rates BFSCS40								
Labor Code	Product	Authorize my account for: (please check)	CI MJ	CI MN	IH MJ	IH MN	SR MJ	SR MN
16	OVER THE RANGE MWO	✓	XXXXX	XXXXX	XXXXX	160	64	64
17	MICROWAVE OVEN	✓	XXXXX	XXXXX	XXXXX	160	64	64
19	REFRIGERATOR	✓	XXXXX	XXXXX	250	160	107	77
41	AIR CONDITIONER	✓	XXXXX	XXXXX	250	160	107	77
45	PEDESTAL	✓	XXXXX	XXXXX	XXXXX	160	77	77
47	DISHWASHER	✓	XXXXX	XXXXX	XXXXX	160	77	77
48	ELECTRIC OVEN	✓	XXXXX	XXXXX	XXXXX	160	77	77
49	GAS RANGE	✓	XXXXX	XXXXX	XXXXX	160	77	77
68	WASHING MACHINE	✓	XXXXX	XXXXX	250	160	107	77
69	ELECTRIC DRYER	✓	XXXXX	XXXXX	XXXXX	160	77	77
80	KIMCHI REFRIGERATOR	✓	XXXXX	XXXXX	250	160	107	77
B1	AIRDRESSER	✓	XXXXX	XXXXX	XXXXX	160	77	77

Hybrid Tech Program Recall Rates BFSCS31			
Labor Code	RECALL	MJ	MN
68	WASHING MACHINE	115	45

Hybrid Tech Program Recall Rates BFSCS02; BFSCS04; BFSCS08; BFSCS20; BFSCS24; BFSCS38; BFSCS40; BFSCS45; BFSCS56			
Labor Code	RECALL	MJ	MN
68	WASHING MACHINE	130	45

Hybrid Tech Program HE Labor Rates BFSCS02; BFSCS04; BFSCS08; BFSCS20; BFSCS24; BFSCS31								
Labor Code	Product	Authorize my account for: (please check)	CI	CI	IH	IH	SR	SR
			MJ	MN	MJ	MN	MJ	MN
10	Home Theater		70	50	XXXXX	XXXXX	55	55
	Home Theater IH *In home –Home theater Policy Only models dispatched and approved for in home repair as communicated to ASC in the In-Home Home Theater Policy or other written communication from time to time		70	50	117	117	55	55
	Party Audio *In home –Home theater Policy Only models dispatched and approved for in home repair as communicated to ASC in the In-Home Home Theater Policy or other written communication from time to time		70	50	100	100	55	55

1. Hybrid Tech Program Operational Structure. SC technicians operating under the Hybrid Tech Program will be referred to as "Hybrid Technicians". Hybrid Technicians will be dispatched by SC to various regions in the United States as required by Samsung to work independently on customer repairs.

- a. Technician Deployment. Hybrid Technicians will be dispatched by SC to areas in the U.S. as designated on an assigned Samsung repair ticket. Each dispatch will be communicated to SC with reasonably adequate lead time. From time to time, Hybrid Technicians may be deployed outside of the agreed coverage area. SC shall arrange transportation to location, lodging accommodations, for the Hybrid Technician. SC is required to accept all dispatched repairs within agreed upon area.  
SC is required to accept all dispatched repairs within agreed upon coverage area.
- b. Lodging. SC should arrange lodging for the Hybrid Technician outside the designated coverage area. Lodging may be permitted within the assigned coverage when approved by Samsung in advance. The cost of such lodging shall not exceed amount per night designated in the "Technician Designation". The lodging should be in a safe area, with access to amenities including restaurants and convenience locations. Extended stay locations are preferred with option of in unit kitchenette facilities. Proximity to major highways is recommended.
  - i. In the event that Lodging is required, a Per Diem Meal amount will be permitted. SC will be permitted a per diem cost for travel and expenses for any day in which the Hybrid Technician is approved for lodging. Per diem amount to include meals. Cost of Per Diem Amount to be allotted per day for the amount designated in the "Technician Designation". .
- c. Vehicle. SC will provide Hybrid Technician with fully equipped, new or like new Branded Samsung vehicle. Vehicle will qualify for "SMDF" as per BE Addendum. Including an additional \$300 if vehicle is an approved electric vehicle.
- d. Management. SC will dispatch IW tickets to Hybrid Technicians and set up service appointments with customers in accordance with Samsung guidelines. Samsung may permit dispatch of OOW repairs at its discretion. SC will perform all ticket management and claim submission duties for each dispatch. Any escalations outside of normal operations will be submitted to Samsung designated personnel. Samsung has the right to attend or accompany Hybrid Technicians on an assigned Samsung repair ticket or review any of the Hybrid Technicians on-site, at any time. SC will block out time in the technician schedules to attend weekly or ad hoc meetings with advanced notice. SC will block out time in the technician schedule to allow for time to visit dealer/builder sites.
- e. Repair Volume. In order to achieve program goals, Hybrid technicians are expected to complete Expected Repair Volume as identified in the "Technician Designation" Reporting and Program Review. Samsung will have periodic performance and program success meetings with SC to review the details of the program's success. Program review meetings will be jointly planned with Samsung and SC. Performance reports may be requested of the SC, by Samsung. In addition, technician performance will be reviewed periodically. If the technicians does not meet defined KPI goals, they could be potentially disqualified from the program.
- f. Technician qualification – Samsung will provide to SC the job descriptions and qualification levels for Hybrid Technicians. The SC will collaborate with Samsung on all aspects of the recruiting, hiring and selection process including profiles, profile customization, selection, interview, timelines and evaluation criteria. Vendor shall recruit and hire Hybrid Technicians in accordance with candidate profiles, skills and capabilities provided by Samsung.

2. Technician Designation:  
As per the terms aforementioned "Technician Designation"

Technician Designation					
Branch	Technician Type:	Admin Fee	Expected Repair Volume	Hotel Allowance	Per Diem Amount
BFSCS02	Samsung Beyond Boundaries Technician	18,221.32	40-60 Repairs	Up to \$150 per Night	Up to \$80 per Day
BFSCS04	Samsung Beyond Boundaries Technician	18,221.32	40-60 Repairs	Up to \$150 per Night	Up to \$80 per Day
BFSCS08	Samsung Beyond Boundaries Technician	18,221.32	40-60 Repairs	Up to \$150 per Night	Up to \$80 per Day
BFSCS20	Samsung Beyond Boundaries Technician	18,221.32	40-60 Repairs	Up to \$150 per Night	Up to \$80 per Day
BFSCS24	Samsung Beyond Boundaries Technician	18,221.32	40-60 Repairs	Up to \$150 per Night	Up to \$80 per Day
BFSCS31	Samsung Beyond Boundaries Technician	18,221.32	40-60 Repairs	Up to \$150 per Night	Up to \$80 per Day
BFSCS38	Samsung Beyond Boundaries Technician	16,500.00	40-60 Repairs	Up to \$150 per Night	Up to \$80 per Day
BFSCS40	Samsung Beyond Boundaries Technician	18,221.32	40-60 Repairs	Up to \$150 per Night	Up to \$80 per Day
BFSCS45	Samsung Beyond Boundaries Technician	16,500.00	40-60 Repairs	Up to \$150 per Night	Up to \$80 per Day
BFSCS56	Samsung Beyond Boundaries Technician	16,500.00	40-60 Repairs	Up to \$150 per Night	Up to \$80 per Day

3. Payment. Payment will occur by a combination of warranty claim labor payment per completed IW ticket, direct expense pass-through, and a flat monthly fee, as follows:
- Travel: All travel will be invoiced with accompanying receipt to Samsung no greater than 30 days after expense accrual. These expenses include but are not limited to; transportation (air, train, ferry); lodging (hotel, not including any room service, meals, or other billed services); vehicle rental, fuel, car wash (as needed). These fees DO NOT include dry cleaning or laundry/wash, meals, activities, phone and internet services, or any other expenses not expressly approved by Samsung.
  - Labor: Labor will be paid on a bi-monthly basis to SC for each active Hybrid Technician during their deployment. Standard labor will be processed along with standard warranty closing payment.
  - Admin Fee: The monthly admin fees will be paid on a monthly basis to SC in the amount of the Admin Fee designated on the "Technician Designation" table. Total monthly payments to be calculated by subtracting the sum of all warranty claim labor payments for that time period (month in question) from the total monthly admin fee. Any supplement amount in addition to the total labor amount in order to satisfy the admin fee entirely will be paid on a monthly basis in the following month.
  - All aforementioned expenses and invoices will be submitted for payment to Samsung no greater than 30 days after the billing period through Samsung AP Vendor Portal.

Example 1\*:

Labor and Admin Fees for the project per month: \$8000  
 Travel expenses for the month: 2 overnight stays totaling \$300  
 Food expense 80 per day\*4 days \$320  
 Expense total \$620  
 Total monthly expenses = \$ 8,620  
 Total for warranty claims filed for the month (labor): \$3,750

Expenses: \$8000 + \$300 + \$320 = \$8,620  
 Invoice: \$8,620 - \$3750 = \$4,870

**SC will only invoice Samsung for \$ 4,870**

Example 2\*:

Labor and Admin Fees for the project per month: \$ 10,000  
Travel expenses for the month: 7 overnight @ \$150 per day = \$1050  
Food expense 80 per day\*4 days \$1120  
Total monthly expenses = \$12,170  
Total for warranty claims filed for the month (labor): \$13,050

Expenses:  $\$10,000 + \$1,050 + 1,120 = \$12,170$

Invoice:  $\$12,170 - \$13,050 = -\$880$

**No additional income will be billable outside of the standard warranty labor payments.**

**\* Some amounts/figures shown in the examples above are for illustrative purposes only and are not actual charges/credits/amounts.**

4. End of Period of Performance., Samsung has the right to exercise any or all of the following options:
  - a. Request replacement or removal of any or all of the Hybrid Technicians assigned by SC; or
  - b. Extend the period of services of any or all of the Hybrid Technicians.
5. Program Term. This Addendum and the Hybrid Tech Program may be modified, changed, cancelled, discontinued or terminated by Samsung at any time upon prior notice to SC.

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**ADDENDUM #4**  
**Extended Warranty Programs – TERMS AND CONDITIONS**

Samsung has entered into an agreement with one or more Extended Warranty Providers (each, and "EPP Provider"), pursuant to which Samsung will provide certain repair services to Extended Warranty Customers who purchase service contracts from various Extended Warranty Providers covering certain Samsung-branded products ("EPP Program" or "Extended Warranty Program"). Samsung desires to authorize BE to provide repair services under the EPP Program on behalf of Samsung as follows:

1. Services. SC shall provide the Services contained in Exhibit A attached hereto. SC acknowledges that the payment for Services under this Addendum #4 shall only apply to Services performed in the Service Area applicable to this Addendum #4, unless Samsung has provided SC its written approval for SC to perform outside of the Service Area.
2. Service Levels. In its performance of Services under this Addendum #4, SC shall maintain the service levels contained on Exhibit B attached hereto.
3. Rates. For its performance of Services under this Addendum #4, Samsung shall compensate SC in accordance with the rates specified on Exhibit C attached hereto ("EPP Program Rate Table").
4. Insurance. In addition to the insurance types and coverages required under the Agreement, SC will also maintain the insurance coverages and comply with all requirements set forth in Exhibit D attached hereto. SC shall name "Samsung Electronics America, Inc. and its affiliates" as additional insureds with respect to commercial general liability insurance and automobile liability insurance.
5. Supplier Code of Conduct. SC acknowledges that it has received a copy of EPP Program Code of Conduct, attached hereto as Exhibit E. SC, along with its officers, directors, employees, subcontractors, and agents, hereby warrant, covenant, and agree to perform in strict compliance with EPP Program Supplier Code of Conduct and all applicable laws, rules, regulations, orders, codes and standards. SC understands and agrees that, from time to time, the EPP Provider, in its sole discretion, may make changes or additions to Code of Conduct.
6. Background Checks. In accordance with Section 5.n of the Agreement, SC shall have background checks ("Check(s)") performed on all of its employees, technician and subcontractors who may (i) submit or process claims and payments in connection with the Services under this Addendum #4, (ii) perform Services at, (iii) deliver materials to, or (iv) be present at the premises of any EPP Program Customer for any reason related to a Service Order in connection with the Services under this Addendum #4. Samsung may reasonably request SC re-perform Checks on any employee or subcontractor at any time. Any employees and subcontractors who do not pass a Check or refuse to or fail to submit to a Check in accordance with this Addendum #4 shall be excluded from providing any Services and shall not be permitted on any Customer's premises.
7. Data Security Requirements. SC agrees to provide any Services under this Addendum #4 in accordance with EPP Program Data Security Requirements as outlined in Exhibit E, attached hereto.

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**Exhibit A**  
**SERVICES**

During the term of this Addendum, SC agrees to provide Services for certain Samsung-branded Products, as outlined in a Service Order. SC shall perform the Service in a good and workmanlike manner in accordance with the following:

- (i) Repair or maintenance specifications issued by Samsung;
- (ii) Instructions and specifications contained in the Service Order;
- (iii) Samsung Service Policies & Procedures Guide;
- (iv) The established trade practices in the area; and
- (v) All applicable laws, rules, regulations, ordinances, or other lawful requirements including applicable OSHA guidelines and all applicable safe work practice standards.
- (vi) SC will receive Service Orders via the Approved Dispatch System. SC shall use only new OEM genuine parts purchased from Samsung or Samsung authorized dealer for all repairs. No refurbished, reconditioned, aftermarket or other non-original new OEM Genuine parts are to be used for repairs.
- (vii) Obtain all applicable licenses and permits and other authorizations necessary to perform its obligations hereunder at SC's expense

Service Area(s):

- (i) Any ZIP Code in the United States of America.

Customer Service Standards.

Service shall use its best efforts to adhere to the following customer service standards.

1. Service must contact the Customer within one (1) business day before the scheduled dispatch to introduce him/herself, confirm the service to be performed and confirm approximate arrival window.
2. Service shall ensure that each appointment is started within the scheduled time frame, as guaranteed to the Customer.
3. If for any reason the Service will not be able to make it to the Customer's location or cannot perform the service as scheduled; a representative from Samsung must be notified immediately.
4. Samsung must be notified, via the Approved Dispatch System, of any rescheduled appointment.
5. Service shall contact Customer 30 minutes prior to expected arrival time.
6. Upon arrival at Customer residence, Service will notify Customer of arrival via call, status update via mobile application, or other technology that would update the Approved Dispatch System.
7. Whenever reasonably possible and safe, Service shall avoid parking in Customer's driveway or blocking ingress/egress, except when necessary to unload tools or products.
8. In no event shall Service enter a Customer residence unless an adult, age 18 or older, is present; nor shall Service permit any work order to be signed by anyone who is not at least age 18. Services can only be performed if authorized by an adult (at least 18 years old) who has the authority to authorize changes in the scope of work to be completed.
9. Service will wait a minimum of 15 minutes before determining a Customer "no show" has occurred.
10. If Service leaves location before Customer's arrival, Service shall leave door tag with time arrived and contact information for rescheduling.
11. Service will conduct a pre-service consultation with Customer at the start of the appointment to ensure that Customer understands the service to be performed and to ensure all Customer requirements have been met.
12. As applicable, drop cloths or protective materials shall be used to cover floors and furniture during services. All tools shall be placed on tool cloths. All exposed furniture that might be affected by debris from the services should be covered.
13. In the event a part needs to be ordered and reinstalled at a subsequent date to the original service call, the new part installation should occur within 48 hours of the receipt of the part.
14. Service should avoid using Customer's bathroom. If necessary, ask for permission.
15. Service should never borrow Customer's tools, ladders or vacuum.
16. Service shall never use foul language or profanity.
17. Service must not smoke, chew, accept food and/or beverages even if offered by the Customer.

18. Servicer must report any damage to Customer's home or property to Samsung immediately upon the occurrence of such damage.
19. Upon completion of the services, Servicer shall remove all trash from and about the area, remove all of their tools, equipment and materials and leave the work area "clean" and ready for use.
20. Servicer shall clean all products that were serviced.
21. When service is complete, Servicer shall explain the service to Customer and make sure Customer is completely satisfied.
22. Servicer shall perform a thorough demonstration of the services and validate that Customer completely understands how to use all aspects of their equipment.
23. Servicer shall ask Customer for permission prior to taking any digital photographs, if needed.
24. Servicer shall let Customer know that they may be contacted/surveyed by a Samsung representative.
25. Servicer shall never solicit Customer for additional business for Servicer or others while performing services for Samsung.
26. Servicer shall never disparage Samsung, its clients, customers, any products/services or the competition.
27. Upon departure of customer residence, Servicer will notify Samsung of departure via call, status update via mobile application, or other technology that would update the Approved Dispatch System.
28. Servicer must use current mobile technology and/or Business Management System with API to the Approved Dispatch System to enable statusing of all work orders in real time and at minimum within 24 hours of the service event.
29. Servicer must maintain all certifications that Samsung may require to perform service.
30. All Servicers must be branded to Samsung standards at all times when on Samsung business.
31. Obtain Customer's signature indicating their acknowledgment and agreement of the completion of services.

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**Exhibit B**  
**SERVICE LEVELS**

A. Service Levels:

The following Service Levels will be monitored to drive customer experience and sets forth the methodology for calculating Service Level Credits in the event of a Service Level Failure with respect to a Key Performance Indicator

<b>KPI</b>	<b>Overall</b>
RRR	<= 5%
Net Promoter Score	>= 60
TAT	7 days
Completion Rate within 30 days	>= 90%
Buy Out	<=3%
Complaints	<=3%
LTP	<= 10%
FTF	>= 80%
CMI	>= 90%
Completion Rate within 7 Days	>= 80%
Completion Rate within 14 Days	100%

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**Exhibit C**  
**RATES**

BE IU Rates BFSC302; BFSC304; BFSC307; BFSC429				
Labor Code	Product	Authorize my account for: (please check)	IU	IU
			MJ	MN
16	OVER THE RANGE MWO		XXXXX	145
17	MICROWAVE OVEN		XXXXX	145
19	REFRIGERATOR		250	145
41	AIR CONDITIONER		250	145
45	PEDESTAL		XXXXX	145
47	DISHWASHER		XXXXX	145
48	ELECTRIC OVEN		XXXXX	145
49	GAS RANGE		XXXXX	145
68	WASHING MACHINE		250	145
69	ELECTRIC DRYER		XXXXX	145
80	KIMCHI REFRIGERATOR		250	145
B1	AIRDRESSER		XXXXX	145

BE IU Rates BFSC305; BFSC490; BFSC707				
Labor Code	Product	Authorize my account for: (please check)	IU	IU
			MJ	MN
16	OVER THE RANGE MWO		XXXXX	160
17	MICROWAVE OVEN		XXXXX	160
19	REFRIGERATOR		250	160
41	AIR CONDITIONER		250	160
45	PEDESTAL		XXXXX	160
47	DISHWASHER		XXXXX	160
48	ELECTRIC OVEN		XXXXX	160
49	GAS RANGE		XXXXX	160
68	WASHING MACHINE		250	160
69	ELECTRIC DRYER		XXXXX	160
80	KIMCHI REFRIGERATOR		250	160
B1	AIRDRESSER		XXXXX	160

BE IU Rates BFSC428				
			IU	IU
Labor Code	Product	Authorize my account for: (please check)	MJ	MN
16	OVER THE RANGE MWO		XXXXX	336
17	MICROWAVE OVEN		XXXXX	336
19	REFRIGERATOR		336	336
41	AIR CONDITIONER		336	336
45	PEDESTAL		XXXXX	336
47	DISHWASHER		XXXXX	336
48	ELECTRIC OVEN		XXXXX	336
49	GAS RANGE		XXXXX	336
68	WASHING MACHINE		336	336
69	ELECTRIC DRYER		XXXXX	336
80	KIMCHI REFRIGERATOR		336	336
B1	AIRDRESSER		XXXXX	336

BE IU Rates BFSC430				
			IU	IU
Labor Code	Product	Authorize my account for: (please check)	MJ	MN
16	OVER THE RANGE MWO		XXXXX	169
17	MICROWAVE OVEN		XXXXX	169
19	REFRIGERATOR		250	169
41	AIR CONDITIONER		250	169
45	PEDESTAL		XXXXX	169
47	DISHWASHER		XXXXX	169
48	ELECTRIC OVEN		XXXXX	169
49	GAS RANGE		XXXXX	169
68	WASHING MACHINE		250	169
69	ELECTRIC DRYER		XXXXX	169
80	KIMCHI REFRIGERATOR		250	169
B1	AIRDRESSER		XXXXX	169

BE IU Rates BFSC432				
			IU	IU
Labor Code	Product	Authorize my account for: (please check)	MJ	MN
16	OVER THE RANGE MWO		XXXXX	162
17	MICROWAVE OVEN		XXXXX	162
19	REFRIGERATOR		250	162
41	AIR CONDITIONER		250	162
45	PEDESTAL		XXXXX	162
47	DISHWASHER		XXXXX	162
48	ELECTRIC OVEN		XXXXX	162
49	GAS RANGE		XXXXX	162
68	WASHING MACHINE		250	162
69	ELECTRIC DRYER		XXXXX	162
80	KIMCHI REFRIGERATOR		250	162
B1	AIRDRESSER		XXXXX	162

BE IU Rates BFSC433; BFSC673; BFSC691; BFSC747; BFSC707;BFSC708				
			IU	IU
Labor Code	Product	Authorize my account for: (please check)	MJ	MN
16	OVER THE RANGE MWO		XXXXX	150
17	MICROWAVE OVEN		XXXXX	150
19	REFRIGERATOR		250	150
41	AIR CONDITIONER		250	150
45	PEDESTAL		XXXXX	150
47	DISHWASHER		XXXXX	150
48	ELECTRIC OVEN		XXXXX	150
49	GAS RANGE		XXXXX	150
68	WASHING MACHINE		250	150
69	ELECTRIC DRYER		XXXXX	150
80	KIMCHI REFRIGERATOR		250	150
B1	AIRDRESSER		XXXXX	150

BE IU Rates BFSC445				
			IU	IU
Labor Code	Product	Authorize my account for: (please check)	MJ	MN
16	OVER THE RANGE MWO		XXXXX	161
17	MICROWAVE OVEN		XXXXX	161
19	REFRIGERATOR		250	161
41	AIR CONDITIONER		250	161
45	PEDESTAL		XXXXX	161
47	DISHWASHER		XXXXX	161
48	ELECTRIC OVEN		XXXXX	161
49	GAS RANGE		XXXXX	161
68	WASHING MACHINE		250	161
69	ELECTRIC DRYER		XXXXX	161
80	KIMCHI REFRIGERATOR		250	161
B1	AIRDRESSER		XXXXX	161

BE IU Rates BFSC748				
			IU	IU
Labor Code	Product	Authorize my account for: (please check)	MJ	MN
16	OVER THE RANGE MWO		XXXXX	90
17	MICROWAVE OVEN		XXXXX	90
19	REFRIGERATOR		187	104
41	AIR CONDITIONER		187	104
45	PEDESTAL		XXXXX	90
47	DISHWASHER		XXXXX	104
48	ELECTRIC OVEN		XXXXX	104
49	GAS RANGE		XXXXX	104
68	WASHING MACHINE		187	104
69	ELECTRIC DRYER		XXXXX	104
80	KIMCHI REFRIGERATOR		187	104
B1	AIRDRESSER		XXXXX	104

BE IU Rates BFSC797				
			IU	IU
Labor Code	Product	Authorize my account for: (please check)	MJ	MN
16	OVER THE RANGE MWO		XXXXX	148
17	MICROWAVE OVEN		XXXXX	148
19	REFRIGERATOR		250	148
41	AIR CONDITIONER		250	148
45	PEDESTAL		XXXXX	148
47	DISHWASHER		XXXXX	148
48	ELECTRIC OVEN		XXXXX	148
49	GAS RANGE		XXXXX	148
68	WASHING MACHINE		250	148
69	ELECTRIC DRYER		XXXXX	148
80	KIMCHI REFRIGERATOR		250	148
B1	AIRDRESSER		XXXXX	148

BE IU Rates BFSC709				
			IU	IU
Labor Code	Product	Authorize my account for: (please check)	MJ	MN
16	OVER THE RANGE MWO		XXXXX	160
17	MICROWAVE OVEN		XXXXX	160
19	REFRIGERATOR		250	160
41	AIR CONDITIONER		250	129
45	PEDESTAL		XXXXX	160
47	DISHWASHER		XXXXX	160
48	ELECTRIC OVEN		XXXXX	160
49	GAS RANGE		XXXXX	160
68	WASHING MACHINE		250	160
69	ELECTRIC DRYER		XXXXX	160
80	KIMCHI REFRIGERATOR		250	160
B1	AIRDRESSER		XXXXX	160

CSP IU Rates				
Labor Code	Product	Authorize my account for: (please check)	IU	IU
			MJ	MN
16	OVER THE RANGE MWO		XXXXX	160
17	MICROWAVE OVEN		XXXXX	160
19	REFRIGERATOR		250	160
41	AIR CONDITIONER		250	160
45	PEDESTAL		XXXXX	160
47	DISHWASHER		XXXXX	160
48	ELECTRIC OVEN		XXXXX	160
49	GAS RANGE		XXXXX	160
68	WASHING MACHINE		250	160
69	ELECTRIC DRYER		XXXXX	160
80	KIMCHI REFRIGERATOR		250	160
B1	AIRDRESSER		XXXXX	160

Note: As determined by service contract warranty term  
 Authorization for this category requires product specific training

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**EXHIBIT D**  
**INSURANCE REQUIREMENTS**

- I. Commercial General Liability**
- (A) Limits:
- \$1,000,000 minimum limits per Occurrence/\$1,000,000 general aggregate (can include umbrella liability limits), including but not limited to premises-operations, products-completed operations, contractual liability, independent contractors, and personal and advertising injury liability hazards, naming Samsung Electronics America Inc, its officers, directors, employees and affiliates as additional insureds and using ISO Forms CG 20 10 07 04 and CG 20 37 07 04 or equivalent forms;
- \$1,000,000 – Products/Completed Operations
- II. Automobile Liability**
- (A) Any **Auto Commercial Automobile Liability Insurance** covering owned, non-owned, leased, or hired automobiles or any other motor vehicle used in conjunction with the Services, with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence for liability, personal injury, including bodily injury, death, and property damage. The policy will be in the "occurrence" form, and Best Buy will be named as an Additional Insured.
- (B) Limits:
- \$300,000 minimum Combined Single Limit (can include umbrella liability limits) per accident for bodily injury and property damage (or not less than \$100,000 per person, \$300,000 per accident for bodily injury and \$50,000 per accident for property damage)
- III. Occupational Injury Insurance/Workers' Compensation and Employers Liability**
- (A) Statutory Workers' Compensation Coverage for SC, and all employees, owners, partners or other persons working for SC (even if not mandated by applicable laws)
- (B) Employer's Liability Insurance
- (1) statutory coverage in an amount not less than the statutory limits required in the state(s) where the Services are performed, or such other insurance in compliance with the laws of the state(s), including special extensions where applicable; and (2) not less than one million dollars (\$1,000,000) per occurrence for Employers Liability.
- (2) \$100,000 each employee-disease (3) \$100,000 policy limit for disease
- IV. Excess/Umbrella Liability** to provide excess insurance over the Commercial General Liability, Employers' Liability, and Commercial Automobile Liability coverages shown above, with limits not less than ten million dollars (\$10,000,000) per occurrence. Any combination of primary and excess liability policies may be used to meet the total limit requirements.
- V. Add Errors and Omissions Coverage** covering actual or alleged acts, errors, or omissions committed by Service Provider, its agents, subcontractors, or employees, arising out of the performance of this Agreement. Service Provider will maintain a minimum limit of ten million dollars (\$10,000,000) per loss for all coverages, and any combination of policies may be used to satisfy the coverage requirements. Such insurance will extend coverage for network risks (such as (1) system breach, (2) denial or loss of service, (3) introduction, implantation, or spread of malicious software code, and (4) unauthorized access to or use of computer systems), privacy breaches (loss, misuse, or disclosure of confidential information no matter how it occurs), media liability, personal injury, and infringement of software copyrights and trademarks. If consequential bodily injury or property damage arising from Service Provider's product or service is not covered through general liability insurance, this policy must extend. Throughout the Term of this Agreement, any retroactive date within the policy(ies) must coincide with or precede Service Provider's initial services under this Agreement, and Service Provider must continue the required insurance for three (3) years following any Termination or expiration of this Agreement, either through maintenance of ongoing coverage or under an extended reporting period.

**VI. Add General Insurance Provisions.** For all policies, the coverage territory and insurance jurisdiction for receipt of any claim, suit, or demand must match the jurisdictions where Services are performed by Service Provider and Services are received by EPP Providers. The General Liability, Auto, and Umbrella policies must name "EPP Providers, its Subsidiaries & Affiliates, directors, officers, employees, and agents" as an Additional Insured as their interests may appear. With respect to such policies, Service Provider's insurance will be primary and non-contributory and be required to respond to and pay claims prior to other coverage maintained by EPP Providers. Service Provider will be responsible for all claims expenses and loss payments within any policy deductible or self-insurance retention. To the extent allowed by law, all policies except for Errors & Omissions will have clauses waiving subrogation and Service Provider agrees to waive rights of recovery against EPP Providers.

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**EXHIBIT E**  
**DATA SECURITY REQUIREMENTS**

1. Confidentiality.

SC agrees that the terms of this Addendum and all information relating to this Addendum, EPP Program and the EPP Providers are confidential and proprietary. "Confidential Information" means any proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer data, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information of disclosed (the "**Disclosing Party**") to SC (the "**Receiving Party**") either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment and regardless of whether marked as such. Confidential Information shall also include Customer Data, which is defined as any information pertaining to individuals, whether employees or customers of the EPP Program or its clients, including but not limited to; Home and Business Addresses and Phone Numbers, credit card information, and any other personally identifiable information provided to SC, in any form, in the course of providing the Services. In respect of the Confidential Information, SC agrees as follows:

1. The Receiving Party shall not, during or subsequent to the term of this Addendum, use the Disclosing Party's Confidential Information for any purpose whatsoever other than the performance of its obligations under this Agreement or disclose the Disclosing Party's Confidential Information to any third party. It is understood that said Confidential Information will remain the sole property of the Disclosing Party. The Receiving Party shall take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information including, but not limited to, having each employee of the Receiving Party, if any, with access to any Confidential Information, execute a nondisclosure agreement containing provisions in the Disclosing Party's favor. Confidential Information does not include information which (i) is known to the Receiving Party at the time of disclosure to the Receiving Party by the Disclosing Party as evidenced by written records of the Receiving Party, (ii) has become publicly known and made generally available through no wrongful act of the Receiving Party, or (iii) has been rightfully received by the Receiving Party from a third party who is authorized to make such disclosure.
2. In the event that the Receiving Party or its respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the Disclosing Party, the Receiving Party shall give prompt advance notice so that the Disclosing Party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the Receiving Party shall disclose only that portion of the Confidential Information which its counsel advises that it is legally required to disclose, provided that the Receiving Party shall exercise its reasonable efforts to preserve confidentiality of the Confidential Information including, without limitation, by cooperating with the Disclosing Party to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal.
3. Customer Data must be maintained in a secure environment that meets industry standards (i.e. stored and transmitted in encrypted or otherwise secure form). In the event of a breach of security of any system, website, database, equipment or storage medium or facility that results in unauthorized access to Customer Data, SC must report such incident to Samsung immediately and make best efforts to re-secure the systems immediately.
4. Receiving Party shall maintain a data compromise incident response plan that contains, at a minimum, the following: (i) roles, responsibilities, and communication strategies in the event of a compromise; (ii) specific incident response procedures; (iii) business recovery and continuity procedures and systems to ensure the security of Confidential Information in the event of a disruption, disaster or failure of Receiving Party or Receiving Party's primary data systems; (iv) data backup processes; (v) analysis of legal requirements for reporting compromises; and (vi) coverage and responses for all critical system components."
5. Upon the termination of this Addendum, or upon the Disclosing Party's earlier request, the Receiving Party shall deliver to the Disclosing Party all of the Disclosing Party's property or Confidential Information that the Receiving Party may have in the Receiving Party's possession or control.

## EXHIBIT F

### **SUPPLIER CODE OF CONDUCT (2018)**

We strive to work with suppliers who treat their workers with dignity and respect, adhere to applicable laws and regulations, and (for suppliers who manufacture goods) make their products in an environmentally sustainable manner. Accordingly, we require each supplier providing us with products and/or services to comply with the following Supplier Code of Conduct. This Code applies to suppliers and their subsidiaries, affiliates, and subcontractors (each a "Supplier") providing goods and/or services to Samsung.

This Code goes beyond mere compliance with the law by drawing upon internationally recognized standards to advance social and environmental responsibility. This Code outlines the expectations for Supplier conduct regarding labor and human rights, health and safety, environmental protection, ethics, and management practices. Not all provisions will be applicable to the business structure of or goods/services provided by each Supplier, but we share the holistic Code with all Suppliers in order to ensure that they are conversant in Samsung's expectations as an actor in the global and local economies.

As a starting point, Supplier shall adhere to all applicable Federal, State and/or local labor and employment laws and regulations. Supplier shall ensure that any third parties it uses in relation to an agreement with Samsung are compliant with the provisions of this Code and the law.

1. **Forced Labor:** Supplier shall ensure that all labor is voluntary. Forced, bonded or indentured labor or involuntary prison labor is not to be used. Supplier shall not use any form of forced, bonded, indentured, trafficked, slave, or prison labor, except for government approved programs that utilize convicts or prisoners on parole, on supervised release, on probation, or in any penal or reformatory institution. All workers should be free to leave upon reasonable notice. Supplier shall not withhold government-issued identification, passports, work permits, or any other travel documentation as a condition of employment. Supplier shall ensure that the third-party recruitment agencies it uses are compliant with the provisions of this Code and the law. Suppliers recruiting foreign contract workers either directly or through third party agencies shall be responsible for payment of all recruitment-related fees and expenses.
2. **Child Labor:** Child labor is not to be used in any workplace. The term "child" refers to any person employed under the age of 15 (or 14 where the law of the country permits), or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. Supplier may employ juveniles who are older than the applicable legal minimum age but are younger than 18 years of age, provided they do not perform work that might jeopardize their health, safety, or morals, consistent with applicable laws. Supplier shall not require juvenile workers to work overtime or perform night work.
3. **Employment Practices:** Supplier must have hiring practices that accurately verify a worker's legitimate eligibility to work.
4. **Diversity and Inclusion:** EPP Providers expects Vendors to foster a culture and working environment that value and respect worker diversity and inclusivity.
5. **Fair Treatment:** Suppliers are expected to maintain a working environment free from harassment and abuse. No form of physical, sexual, psychological or verbal abuse or harassment shall be tolerated.
6. **Working Conditions:** Vendors shall provide all workers with access to clean toilets and potable water. Supplier shall also provide workers with sanitary food preparation, storage, and dining areas. If Vendors provide worker dormitories or other housing, these locations must be clean and safe while allowing entry and exit privileges for those housed.
7. **Anti-Harassment and Abuse:** There is to be no harsh and inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers: nor is there to be the threat of any such treatment. Suppliers shall treat every employee with respect and dignity, and shall not subject any employee to physical, sexual, psychological, or verbal harassment or abuse. Additionally, workers should feel safe and secure in the workplace, free from violence and hostility.
8. **Nondiscrimination:** Suppliers should be committed to a workforce free of harassment and unlawful discrimination. Companies shall not engage in discrimination based on race, color, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership or marital status in hiring and employment practices such as, but not limited to, promotions, rewards, and access to training. Workers or potential workers should not be subjected to medical tests that could be used in a discriminatory way unless required for safety reasons.
9. **Health and Safety:** A workers' health, safety, and well-being are important. When relevant, Suppliers will integrate health and safety management policies into their businesses. Suppliers shall comply with applicable environmental laws and regulations and provide a safe and healthy working environment to prevent accidents and injury to health occurring within or arising out of the course of work, or as a result of the operation of employer facilities.

10. **Occupational Health, Safety, and Hazard Protection:** When applicable, Supplier shall identify, evaluate, and manage occupational health and safety hazards through a prioritized process of hazard elimination, engineering controls, and/or administrative controls. Supplier shall provide workers with job-related, appropriately maintained personal protective equipment and instruction on its proper use where necessary. Supplier shall adhere to all applicable workplace health and safety laws and regulations, and workers shall have the right to refuse unsafe work and to report unhealthy working conditions.
11. **Incident Management:** If relevant, Supplier shall have a system for workers to report health and safety incidents, as well as a system to investigate, track, and manage such reports. Supplier shall implement corrective action plans to mitigate risks, provide necessary medical treatment, and facilitate workers' return to work.
12. **Environmental Responsibility:** Adverse effects on the community, environment and natural resources are to be minimized while safeguarding the health and safety of the public. Suppliers must, at a minimum, comply with all applicable health, safety and environmental laws and regulations when conducting business and demonstrably strive to comply with international best practices. By way of example and not limitation, when relevant Suppliers must:
  - o obtain and keep current all required environmental permits and registrations;
  - o Implement a thorough water management process that identifies and monitors water sources, uses and conservation opportunities.
  - o reduce, control and/or eliminate wastewater, waste and pollution at the source;
  - o reduce, control and/or eliminate air emissions of volatile chemicals, corrosives, particulates, aerosols and combustion products;
  - o conform to applicable labeling and warning requirements;
  - o identify, manage, store, move and handle hazardous substances in accordance with law; and
  - o handle waste materials in compliance with all applicable law, including all regulations, ordinances, rules, orders and guidelines regarding waste treatment, storage, transportation and disposal.
13. **Freedom of Association:** Open communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues. As legally permitted, Supplier shall freely allow any workers employed by Supplier to associate with others, including but not limited to forming and joining (or refrain from joining) organizations of their choice, and bargaining collectively. In the absence of formal representation, Supplier shall ensure that workers have a mechanism to report grievances. Suppliers are to respect the rights of workers to associate freely and to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment.
14. **Wages and Benefits:** Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Any disciplinary wage deductions are to conform to local law. The basis on which workers are being paid is to be clearly conveyed to them in a timely manner and pursuant to any applicable local notice requirements.
15. **Hours of Work:** Studies of good manufacturing practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Workweeks, including overtime, are not to exceed the legally allowed number of working hours. When desired and/or legally required, workers should be allowed at least one day off per seven-day week. Supplier shall limit workers' working hours to sixty (60) per week, including overtime, except for emergencies or extraordinary circumstances. Workers shall be allowed at least one (1) day off every seven (7) days."
16. **Overtime Compensation:** In addition to their compensation for regular hours of work, Suppliers shall compensate employees for overtime pay at the applicable premium rate in their state and/or country. In countries that have not established premium overtime rates, Suppliers shall not pay employees less than their regular hourly rate for overtime hours.
17. **Expenses.** Unless otherwise specified in exhibits hereto, Supplier is solely responsible for all travel and other out-of-pocket costs and expenses which Supplier incurs performing the Services under this Agreement. If specified in an exhibit hereto EPP Providers may reimburse Supplier for Travel Expenses. "Travel Expenses" shall consist solely of reasonable and necessary travel, lodging, and living expenses actually incurred by Supplier's personnel in performing the Services that EPP Providers has expressly approved in writing in advance.
18. **Ethics:** To meet social responsibilities and to achieve success in the marketplace, Suppliers are to uphold the highest standards of ethics including:
  - United States Foreign Corrupt Practices Acts, Financial Services Authority regulations, and similar International Laws - Samsung is committed to conducting its operations around the globe ethically and in compliance with all applicable laws. Numerous international laws and treaties have been adopted in recent years that prohibit a variety of corrupt practices, including international bribery. The highest standards of integrity are to be expected in all business interactions. Any and all forms of corruption, extortion, bribery

and embezzlement are strictly prohibited resulting in immediate termination and legal actions. Suppliers are required to adhere to any applicable global or local regulations.

- Disclosure of Information - Information regarding business activities, structure, financial situation and performance is to be disclosed in accordance with applicable regulations and prevailing industry practices.
- No Improper Advantage - Bribes or other means of obtaining undue or improper advantage are not to be offered or accepted.
- Fair Business, Advertising and Competition - Standards of fair business, advertising and competition are to be upheld. Means to safeguard customer information should be available.
- Whistleblowers – Whenever possible, programs that allow for the confidential employee reporting of information and ensure the protection of Supplier and employee whistleblower confidentiality are to be maintained.
- Community Engagement - Community engagement is encouraged to help foster social and economic development.

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**Addendum #5**

**Technician Portal (Real-Time Technician location update and Tracking) - TERMS AND CONDITIONS**

**Samsung Electronics America, Inc.**

On behalf of Service Quick, Inc. I acknowledge that I have been informed of the Technician Portal as well as its tracking capabilities for Service Quick, Inc. technicians.

Company Name

Service Quick, Inc. agrees to opt-in to participate in this program.

Company Name

Service Quick, Inc. further agrees to enter into and maintain any and all agreements between Service Quick, Inc. and each technician needed for participation in the program. If Service Quick, Inc. chooses to terminate its participation in the program at any time, Service Quick, Inc. will provide written notice to [samsungfieldservice@sea.samsung.com](mailto:samsungfieldservice@sea.samsung.com).

Company Name

Service Quick, Inc.

Company Name

Company Name

Service Quick, Inc. agrees that it will not provide Samsung Electronics America with any personal information about a technician, including a photo of the technician, without informing the technician of the data Service Quick, Inc. intends to provide to Samsung Electronics America and the reasons why (set forth on page 5 of the User Manual). If Service Quick, Inc. submits personal information to Samsung Electronics America, Service Quick, Inc. represents that it has the authority to do so and to permit Samsung Electronics America to use the personal information in accordance with Samsung's Engineer User Portal Guide and any agreements between Service Quick, Inc. and Samsung Electronics America. Service Quick, Inc. further understands that the provision of a technician's photo is optional.

Company Name

Company Name

Company Name

Company Name

Company Name

Company Name

Service Quick, Inc. Business Manager/ Executive Director

Company Name

Title

  
Signee's Signature

Justin (Seungohn) Park  
Signee's Name (Print)

03/19/2024  
Date

**ADDENDUM #6**  
**Concealed Damage and Stock Screening TERMS AND CONDITIONS**

**A. Concealed Damage Services.**

1. Samsung hereby appoints and authorizes ASC on a non-exclusive basis to provide scheduled on site assessments for concealed damage at selected Samsung dealer locations throughout the Continental USA or as otherwise requested by Samsung ("Concealed Damage Services").
2. ASC shall thoroughly inspect all Products that are being considered for Concealed Damage and determine whether the physical condition of such Products meet Samsung criteria for "Acceptance as a Concealed Damage" in accordance with the process and criteria contained in Samsung's Concealed Damage On-Site Inspection Policy & Guidelines (as amended from time to time, the "Concealed Damage Guidelines").
3. In performing such Concealed Damage Services, ASC shall also:
  - a. Assign Inspector to each of the assigned locations to be announced
  - b. Inspector must keep the schedule requested by the dealer – Weekly or as Requested
  - c. Inspector must use bar code scanner to scan the serial number/UPC Code on the box and unit.
  - d. Inspector must use digital camera capable of 300 dpi resolution
  - e. Inspector must submit inspection report within 3-5 business days.
  - f. Verify appointments via email to dealers; copy designated Samsung personnel, specifying dealer name, location and date.
  - g. Verify completed inspections via email to dealers, copy designated Samsung personnel, specifying dealer name, location and date.
  - h. Upload completed inspections report with required images to a Dealer Specific web-portal within 3-5 business days of completion.
4. In performing such Concealed Damage Services, ASC shall complete and submit all reports required under the Concealed Damage Guidelines or as otherwise requested by Samsung from time to time.
5. ASC shall provide such Concealed Damage Services on the following Samsung Products at the following rates:

Products	Labor Rate
TV	30
DVD / Blu Ray	
Audio	
MP3 / Player	
Camera / Camcorder	
PC	
Tablet	
Accessories	

\*In the event less than 7 units are available when the screener arrives; a minimum charge of \$210.00 will apply.

\* Schedule is to be set when a minimum of 10 units are available for screening.

**B. Stock Screening Services.**

1. Samsung hereby appoints and authorizes ASC on a non-exclusive basis to provide on-site stock screening services at selected Samsung dealer locations throughout the Continental USA or as otherwise requested by Samsung ("Stock Screening Services").

2. In performing such Stock Screening Services, ASC shall thoroughly inspect all Products that are submitted for Stock Screening Services in accordance with Samsung's Stock Screening on Site Inspection Policy and Guidelines (as amended from time to time, the "Stock Screening Process") and in accordance with Samsung's current QC testing procedures.
3. In performing such Stock Screening Services, ASC shall complete and submit all reports required under the Stock Screening Process or as otherwise requested by Samsung from time to time.
4. ASC shall provide such Stock Screening Services on the following Samsung Products at the following rates:

Products*	Labor Rate*
TV	30
DVD / Blu Ray	
Audio	
MP3 / Player	
Camera / Camcorder	
PC	
Tablet	
Accessories	

\*In the event less than 7 units are available when the screener arrives; a minimum charge of \$210.00 will apply.

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# **EXHIBIT 6**

# SAMSUNG

Service Order # : Jerry Dagrella-7242640647

## Customer Details

Name : Jerry Dagrella  
Email : dagrella@lawyer.com Phone1 : (714) 292-8249  
Address 1 : 12271 Wildflower Ln Address 2 : -  
City : Riverside State/Region : CA  
Zip/Postal Code : 92503 Phone2 :

## Job Details

Status : Finished Scheduled At : 08/13/2024, 08:41 AM PDT  
Service Unit : T203A Started At : 08/13/2024, 09:23 AM PDT  
Service Type : N Finished At : 08/13/2024, 09:40 AM PDT  
Drivers : 978:Raul Arreola-Valle-R  
aul Arreola-Valle  
COD : Account : PFM-FUL  
Payment type : - Payment detail : -  
Service Order Detail : Total Weight : 129.0

## Service Order Items

Delivered	Description	SKU#	Number	Qty	Amt	Weight
1	GAS DRYER Line item notes: HD004;HD002	DVG50BG8300VA3	0BNH5BBX601447	1	\$0.00	129.0
1	WM/DW Delivery	L-DLVY/E3		1	\$0.00	0.0
1	Gas Dryer Installation Line item notes: 5' 3/8 Gas Line 5304520114; 8' Dryer Vent Kit 5304492448; Steam Dryer Kit 5 304507961	L-INST/E3-DRYG		1	\$0.00	0.0
1	WM/DW Haul-Away	L-PICK_REC/Y/E3		1	\$0.00	0.0

## Additional Details

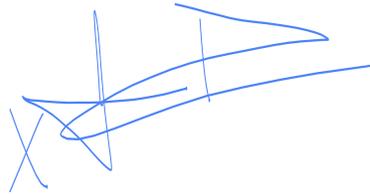
Delivery Photos Taken?	: --	STS Contacted	: No
Property Damage Reported?	: No	PUL-Release Code	: --
Product Damage Type	: N/A	Damage Photos Uploaded?	: N/A
Property Damage Type	: N/A	Time	: 8:40:47 PM
Created on	: 8/12/2024	Delivery Date(ORIG)	: 8/13/2024
Z6 Code	: 5948213	Reference document	: 1213878384
Event Date	: 8/12/2024	RA Number	: --
Delivery Order Number	: 1213878384	Changed On	: 8/12/2024
Sales Unit	: PC	Original DO	: --
Replace Order	: --	Purchase order number	: SA533288789
Business Type (Sales Portal) Description	: Consumer	RDD	: --
PI Flag	: U	STS Accepted	: No
New Delivery Date	: --	Unknown Delivery Date	: --
Overnight Cancel	: --	RSIT DO	: --
SO No	: --	Sub Division	: --
BD Status	: --	Load ID	: --
Inbound ETA	: --	Builder Name	: --
Route Label	: --	Ref Do No	: --
Po No	: --	Do No	: --
Replace Flag	: --	Biz Type	: --
Source	: --	Logistics Code	: --
Customer Cd	: --	Return Location	: --

## Custom Fields

Did Customer Receive all Accessories? : All

## Signature

Thank you for choosing Samsung. Before signing below, please inspect the product(s) you received to make sure they are free from damage, complete, and exactly what you ordered. If installed, double-check the connections and that the units are working as expected. Accepting this delivery by signing below will prohibit you from returning this order due to physical damage. Return requests for non-damage reasons may be accepted, but may be subject to a return stocking fee. We strongly encourage you to be thorough. If any service was not completed, or there was cause for concern, please let the delivery (or installation) person know before signing this release. They have a direct line to a specialized customer service team who can provide the available options to assist. Also note: if anything does occur with your Samsung products, our Product Support is available at 1-800-Samsung (726-7864) to help you out.



## Images



## Notes

Note by **Paul Kessel PFM** on Thu Aug 15, 2024 01:35 PM PD

T Audited. Pictures match the delivery, installation and haul away of the gas dryer. Survey card is visible. Customers physical address matches order. All lines have notes and are correct. Level was used.

Note by **Sireena Valle PFM** on Tue Aug 13, 2024 10:51 AM PD

T Delivery and installation complete, no leaks or damages reported. Contacted customer for postcall states team was extremely professional and polite during service.,

## Activity

On 08/15/2024 at 01:37 PM Note Updated by **Paul Kessel PF**

M

On 08/15/2024 at 01:36 PM new Note added by **Paul Kessel PF**

M

On 08/13/2024 at 10:51 AM new Note added by **Sireena Valle PF**

M

On 08/13/2024 at 09:42 AM Survey Text Message delivered to +17142928249 by **SEA System Impor**

t

On 08/13/2024 at 09:42 AM Survey Text Message sent to +17142928249 by **SEA System Impor**

t

On 08/13/2024 at 09:42 AM Survey Mail Sent by **T203**

**A**

On 08/13/2024 at 09:41 AM new **Image** Uploaded by **T203**

**A**

On 08/13/2024 at 09:40 AM Delivery Receipt Sent to **dagrella@lawyer.com** by **T203**

**A**

On 08/13/2024 at 09:40 AM **Status** changed from *Started* to *Finished* by **T203**

**A**

On 08/13/2024 at 09:40 AM **Signature** uploaded with name **Jerry Dagrella** by **T203**

**A**

On 08/13/2024 at 09:40 AM **Line Item** *WM/DW Haul-Away - L-PICK\_RECY/E3* quantity received entered as *1* by **T203**

**A**

On 08/13/2024 at 09:40 AM **Line Item** *Gas Dryer Installation - L-INST/E3-DRYG* quantity received entered as *1* by **T203**

**A**

On 08/13/2024 at 09:40 AM **Line Item** *WM/DW Delivery - L-DLVY/E3* quantity received entered as *1* by **T203**

**A**

On 08/13/2024 at 09:40 AM **Line Item** *GAS DRYER - DVG50BG8300VA3* quantity received entered as *1* by **T203**

**A**

On 08/13/2024 at 09:39 AM Updated **Custom Field** *Did Customer Receive all Accessories?* value from - to All by **T203**

**A**

On 08/13/2024 at 09:38 AM new **Image** Uploaded by **T203**

**A**

On 08/13/2024 at 09:38 AM new **Image** Uploaded by **T203**

**A**

On 08/13/2024 at 09:38 AM new **Image** Uploaded by **T203**

**A**

On 08/13/2024 at 09:38 AM new **Image** Uploaded by **T203**

**A**

On 08/13/2024 at 09:26 AM new **Image** Uploaded by **T203**

**A**

On 08/13/2024 at 09:25 AM new **Image** Uploaded by **T203**

**A**

On 08/13/2024 at 09:23 AM **Status** changed from *In Transit* to *Started* by **T203**

**A**

On 08/13/2024 at 08:55 AM Text Ahead Message delivered to **+17142928249** about delivery ETA by **T203**

**A**

On 08/13/2024 at 08:55 AM Text Ahead Message sent to **+17142928249** about delivery ETA of 30 minutes by **T203**

**A**

On 08/13/2024 at 08:55 AM **Status** changed from *Scheduled* to *In Transit* by **T203**

**A**

On 08/13/2024 at 07:09 AM new **Image** Uploaded by **T203**

**A**

On 08/13/2024 at 07:09 AM new **Image** Uploaded by **T203**

**A**

On 08/13/2024 at 07:09 AM new **Image** Uploaded by **T203**

**A**

On 08/13/2024 at 07:09 AM new **Image** Uploaded by **T203**

**A**

On 08/12/2024 at 06:41 PM Confirmation received for Schedule Text Message sent to **+17142928249** by **Darren Mendoza PF**

**M**

On 08/12/2024 at 06:28 PM Delivery notification sent to customer on '**dagrella@lawyer.com**' by **Darren Mendoza PF**

**M**

On 08/12/2024 at 06:28 PM Schedule Text Message delivered to **+17142928249** by **Darren Mendoza PF**

**M**

On 08/12/2024 at 06:28 PM Schedule Text Message sent to +17142928249 by **Darren Mendoza PF**

**M**

On 08/12/2024 at 05:54 PM Scheduled for **08/13/2024** at **08:41 AM - 09:16 AM** with stop number **1** assigned to **T203A** from Service Unit Screen b  
y **Darren Mendoza PFM**

On 08/12/2024 at 05:26 PM Scheduled for **08/13/2024** at **08:41 AM - 09:16 AM** with stop number **1** assigned to **T203A** by **Darren Mendoza PF**

**M**

On 08/12/2024 at 10:59 AM **Service Order** *Jerry Dagrella-7242640647* created by **Darren Mendoza PF**

**M**

# **EXHIBIT 7**

1 GREENBERG TRAUIG, LLP  
2 Robert J. Herrington (SBN 234417)  
3 Jennifer C. Cooper (SBN 324804)  
4 1840 Century Park East, Suite 1900  
5 Los Angeles, California 90067-2121  
6 Telephone: 310.586.7700  
7 Facsimile: 310.586.7800  
8 Robert.Herrington@gtlaw.com  
9 Jennifer.Cooper@gtlaw.com

10 Attorneys for Defendant  
11 SAMSUNG ELECTRONICS AMERICA, INC.

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF RIVERSIDE**

JERRY DAGRELLA, an individual,

Plaintiff,

v.

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

Defendants.

Case No.: CVCO2405948

Assigned to the Hon. Laura Garcia  
Dept. C1

**DEFENDANT SAMSUNG ELECTRONICS  
AMERICA, INC.'S SUPPLEMENTAL  
RESPONSES TO PLAINTIFF JERRY  
DAGRELLA'S FORM INTERROGATORIES  
(SET ONE)**

[Limited Civil Case]

Complaint Filed: October 7, 2024

PROPOUNDING PARTY: PLAINTIFF JERRY DAGRELLA.

RESPONDING PARTY: DEFENDANT SAMSUNG ELECTRONICS AMERICA, INC.

SET NO. ONE

1 Defendant Samsung Electronics America, Inc. (“SEA” or “Responding Party”), by and through  
2 counsel, hereby serves supplemental responses to Plaintiff Jerry Dagrella’s (“Plaintiff” or “Requesting  
3 Party”) Form Interrogatories – Limited Civil Cases (Economic Litigation), Set One (“Interrogatories”)  
4 as follows:

5 **PRELIMINARY STATEMENT**

6 These responses are made solely for the purposes of this litigation. All of Responding Party’s  
7 objections and responses to the Interrogatories are based on information presently known to it. Responding  
8 Party reserves the right to amend, add to, delete from, or otherwise modify or supplement each response  
9 and the objections contained herein, and/or to make such claims and contentions as may be appropriate  
10 once Responding Party has concluded all discovery and has ascertained all relevant facts and information.  
11 All evidentiary objections shall be reserved to the time of trial and no waiver of any objection is to be  
12 implied from any response contained herein. Responding Party reserves the right to produce at trial and  
13 make reference to any evidence, facts, documents or information not discovered at this time, omitted  
14 through good faith error, mistake or oversight, or the relevance of which has not presently been identified  
15 by Responding Party. This preliminary statement (the “Preliminary Statement”) is incorporated by  
16 reference into each of the responses below as though set forth in full therein.

17 **SUPPLEMENTAL RESPONSES TO INTERROGATORIES**

18 **INTERROGATORY NO. 101.1:**

19 State the name, ADDRESS, telephone number, and relationship to you of each PERSON who  
20 prepared or assisted in the preparation of the responses to these interrogatories. (Do not identify anyone  
21 who simply typed or reproduced the responses.)

22 **RESPONSE TO INTERROGATORY NO. 101.1:**

23 Responding Party hereby responds to this Interrogatory as follows:

24 Jonathan S. Goldstein, Esq. and Jennifer C. Cooper, Esq. of the law firm Greenberg Traurig, LLP

25 1840 Century Park East, Suite 1900, Los Angeles, California 90067

26 Telephone: 310-586-7700

27 Attorneys for Responding Party

1 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 101.1:**

2 Responding Party supplements its original response as follows: The responses to these  
3 interrogatories were prepared by Jennifer C. Cooper, Greenberg Traurig, LLP, 1840 Century Park East,  
4 Suite 1900, Los Angeles, California 90067, Telephone: 310-586-7700, Attorney for Responding Party.  
5 Pursuant to Code of Civil Procedure § 2030.250(b), the responses herein are verified by SEA's authorized  
6 agent, Michael Sharples, whose business address is 85 Challenger Road, Ridgefield Park, NJ 07660. Mr.  
7 Sharples can be contacted through counsel of record for Responding Party.

8 **INTERROGATORY NO. 103.1:**

9 State your current business name and ADDRESS, type of business entity, and your title.

10 **RESPONSE TO INTERROGATORY NO. 103.1:**

11 Responding Party objects to this Interrogatory on the grounds that the term "your title" is vague  
12 and ambiguous.

13 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
14 original response as follows:

15 Samsung Electronics America, Inc.

16 85 Challenger Road, Ridgefield Park, New Jersey 07660

17 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 103.1:**

18 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
19 original response as follows:

20 Samsung Electronics America, Inc., 85 Challenger Road, Ridgefield Park, New Jersey 07660, New  
21 York Corporation, Responding Party.

22 **INTERROGATORY NO. 104.1:**

23 State the name and ADDRESS of each insurance company and the policy number and policy limits  
24 of each policy that may cover you, in whole or in part, for the damages related to the INCIDENT.

25 **RESPONSE TO INTERROGATORY NO. 104.1:**

26 Responding Party incorporates the Preliminary Statement as if fully set forth herein. Responding  
27 Party objects to this Interrogatory as premature because discovery has only recently begun and Responding  
28 Party has not fully completed the discovery relevant to the information sought in this Interrogatory.

1 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 104.1:**

2 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
3 original response as follows:

4 Based on the information available to Responding Party as of the date of this response, Responding  
5 Party is presently unaware as to the existence of any insurance policy that would be responsive to this  
6 Interrogatory. Responding Party will continue to make a reasonable and good faith effort to confirm  
7 whether SEA has any insurance policy that covers Plaintiff’s alleged damages. Insofar as Plaintiff seeks  
8 damages to his tile flooring at his residence, Responding Party further responds, on information and belief,  
9 that Plaintiff’s homeowner’s insurance policy may cover the alleged damages related to the INCIDENT.

10 Responding Party reserves the right to modify or supplement this response in light of new facts,  
11 production or theories discovered in its investigation or disclosed in discovery.

12 **INTERROGATORY NO. 112.1:**

13 State the name, ADDRESS, and telephone number of each individual who has knowledge of facts  
14 relating to the INCIDENT, and specify his or her area of knowledge.

15 **RESPONSE TO INTERROGATORY NO. 112.1:**

16 Responding Party incorporates the Preliminary Statement as if fully set forth herein. Responding  
17 Party objects to this Interrogatory to the extent it invades the attorney-client privilege, the attorney work-  
18 product doctrine, and/or any other applicable privilege or immunity. Responding Party further objects to  
19 this Interrogatory to the extent it seeks to invade the privacy interests of third parties. Responding Party  
20 objects to this Interrogatory as premature because discovery has only recently begun and Responding Party  
21 has not fully completed the discovery relevant to the information sought in this Interrogatory.

22 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 112.1:**

23 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
24 original response as follows:

25 Service Quick, Inc. was the authorized service center assigned to Plaintiff’s warranty service  
26 request on or around September 2, 2024 and communicated with Plaintiff regarding Plaintiff’s repair  
27 service appointment. Based on the information available to Responding Party as of the date of this response,  
28 Responding Party is informed and believes that the service technician referenced in the operative Amended

1 Complaint was an employee, agent, and/or representative of Service Quick, Inc. and not SEA. Service  
2 Quick, Inc. and its service technician should have knowledge regarding Plaintiff's dryer, the services  
3 performed at Plaintiff's residence on or around September 4, 2024, and the allegations set forth in  
4 Paragraphs 9-11 of the operative Amended Complaint. Service Quick, Inc. is a California corporation  
5 located at 1650 Glenn Curtiss Street, Carson, California, 90746, Telephone: (877) 412-1665 and/or (310)  
6 747-1360.

7 C & V Trucking Services LLC is the third-party company that delivered and installed Plaintiff's  
8 dryer at his residence on or around August 14, 2024. The individual who delivered and installed Plaintiff's  
9 dryer was Raul Arreola-Valle. Responding Party is informed and believes that Raul Arreola-Valle is an  
10 employee, agent, and/or representative of C & V Trucking Services LLC and not SEA. C & V Trucking  
11 Services LLC is a California limited liability company located at 5317 Allison Lane, Riverside, California  
12 92509, Telephone: (909) 238-3536.

13 Based on the information available to Responding Party as of the date of this response, Responding  
14 Party is informed and believes that the individuals identified below have knowledge about Plaintiff's  
15 warranty service request and/or interacted with Plaintiff about his warranty service request between  
16 September 2, 2024 and September 11, 2024.

- 17 • Kinstong Lucien is an employee of third-party service provider, Newtech Services, and was the  
18 Samsung Extra Care agent that interacted with Plaintiff regarding his warranty claim;
- 19 • Ritamelia Matos is the supervisor of Kinstong Lucien who spoke with Plaintiff on September 5, 2024  
20 at or around 1:56 p.m. after Plaintiff filed his lawsuit in the above-captioned Court;
- 21 • Joseph Fabrice is an employee of a third-party service provider involved in the SPMG (Service Pending  
22 Management Group) who spoke with Plaintiff on September 4, 2024 at or around 3:50 p.m.;
- 23 • Wilme Familia Santos is an employee of a third-party service provider involved in the SPMG who  
24 spoke with Plaintiff on September 4, 2024 at or around 4:02 p.m.; and
- 25 • Ho Choi is a former employee of SEA's third-party service provider, Hanul Corporation, and was the  
26 Technical Support agent who determined that the Plaintiff's dryer was not covered by the express  
27 limited warranty based on the information provided by Service Quick, Inc.'s service technician.

1 Responding Party reserves the right to modify or supplement this response in light of new facts,  
2 production or theories discovered in its investigation or disclosed in discovery.

3 **INTERROGATORY NO. 112.2:**

4 State the name, ADDRESS, and telephone number of each individual who gave a written or  
5 recorded statement relating to the INCIDENT and the date of the statement.

6 **RESPONSE TO INTERROGATORY NO. 112.2:**

7 Responding Party incorporates the Preliminary Statement as if fully set forth herein. Responding  
8 Party objects to this Interrogatory to the extent it invades the attorney-client privilege, the attorney work-  
9 product doctrine, and/or any other applicable privilege or immunity. Responding Party further objects to  
10 this Interrogatory to the extent it seeks to invade the privacy interests of third parties.

11 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 112.2:**

12 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
13 original response as follows: Pursuant to Code of Civil Procedure § 2030.230, Responding Party directs  
14 Plaintiff to the document, Bates-stamped SEA00000001 through SEA00000007, that Responding Party  
15 concurrently produced with its supplemental responses to Plaintiff's Requests for Production, Set One.  
16 Responding Party's investigation is ongoing and it reserves the right to modify or supplement this response  
17 in light of new facts, production or theories discovered in its investigation or disclosed in discovery.

18 **INTERROGATORY NO. 112.3:**

19 State the name, ADDRESS, and telephone number of each PERSON who has the original or a copy  
20 of a written or recorded statement relating to the INCIDENT.

21 **RESPONSE TO INTERROGATORY NO. 112.3:**

22 Responding Party objects to this Interrogatory to the extent it invades the attorney-client privilege,  
23 the attorney work-product doctrine, and/or any other applicable privilege or immunity.

24 Subject to and without waiving any of its objections, Responding Party responds to this  
25 Interrogatory as follows:

- 26 (1) Samsung Electronics America, Inc.  
27 (2) 85 Challenger Road, Ridgefield Park, New Jersey 07660  
28 (3) SEA can be contacted through counsel of record in the above-captioned action.

1 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 112.3:**

2 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
3 original response as follows: Pursuant to Code of Civil Procedure § 2030.230, Responding Party directs  
4 Plaintiff to the document, Bates-stamped SEA00000001 through SEA00000007, that Responding Party  
5 concurrently produced with its supplemental responses to Plaintiff’s Requests for Production, Set One.  
6 Responding Party’s investigation is ongoing and it reserves the right to modify or supplement this response  
7 in light of new facts, production or theories discovered in its investigation or disclosed in discovery.

8 **INTERROGATORY NO. 112.4:**

9 Identify each document or photograph that describes or depicts any place, object, or individual  
10 concerning the INCIDENT or plaintiff’s injuries, or attach a copy. (If you do not attach a copy, state the  
11 name, ADDRESS, and telephone number of each PERSON who had the original document or photograph  
12 or a copy.)

13 **RESPONSE TO INTERROGATORY NO. 112.4:**

14 Responding Party incorporates the Preliminary Statement as if fully set forth herein. Responding  
15 Party objects to this Interrogatory to the extent it invades the attorney-client privilege, the attorney work-  
16 product doctrine, and/or any other applicable privilege or immunity. Responding Party further objects to  
17 this Interrogatory as premature because Plaintiff served the operative complaint on Responding Party at  
18 the same time as these Interrogatories, discovery has only recently begun, and the at least some of the  
19 information sought is entirely in the control of Plaintiff. Responding Party further objects that the Request  
20 is overly broad, unduly burdensome, disproportionate to the needs of the case, and vague and ambiguous  
21 because it uses the undefined term “Identify” to refer to documents. Responding Party further objects to  
22 this Interrogatory as duplicative of Requests Nos. 1-4 and 9 in Plaintiff’s Request for Production of  
23 Documents, Set One.

24 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 112.4:**

25 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
26 original response as follows: Pursuant to Code of Civil Procedure § 2030.230, Responding Party directs  
27 Plaintiff to the documents and photographs, Bates-stamped SEA00000001 through SEA00000036, that  
28 Responding Party concurrently produced with its responses to Plaintiff’s Requests for Production, Set One.

1 Responding Party’s investigation is ongoing and it reserves the right to modify or supplement this response  
2 in light of new facts, production or theories discovered in its investigation or disclosed in discovery.

3 **INTERROGATORY NO. 112.5:**

4 Identify each other item of physical evidence that shows how the INCIDENT occurred or the nature  
5 or extent of plaintiff’s injuries, and state the location of each item, and the name, ADDRESS, and telephone  
6 number of each PERSON who has it.

7 **RESPONSE TO INTERROGATORY NO. 112.5:**

8 Responding Party incorporates the Preliminary Statement as if fully set forth herein. Responding  
9 Party objects to this Interrogatory as overly broad, unduly burdensome, and disproportionate to the needs  
10 of the case because the “physical evidence” related to the INCIDENT and Plaintiff’s alleged injuries,  
11 namely, Plaintiff’s dryer and any alleged damage to Plaintiff’s residence, are in the exclusive possession,  
12 custody, and control of Plaintiff. Responding Party further objects to this Interrogatory as premature  
13 because Plaintiff served the operative complaint on Responding Party at the same time as these  
14 Interrogatories, discovery has only recently begun, and the at least some of the information sought is  
15 entirely in the control of Plaintiff. Responding Party further objects that this Interrogatory is vague and  
16 ambiguous as it uses the undefined term “Identify” to refer to documents.

17 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 112.5:**

18 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
19 original response as follows:

20 The “physical” evidence showing how the INCIDENT allegedly occurred and the nature or extent  
21 of plaintiff’s alleged damages are: (1) 7.5 cu. ft. Smart Gas Dryer with Steam Sanitize+ and Sensor Dry in  
22 Brushed Black, Product Model No. DVG50BG8300VA3, Serial No. 0BNH5BBX601447N, purchased by  
23 Plaintiff from [www.samsung.com](http://www.samsung.com) on or around August 11, 2024; (2) the dryer vent hose referenced in  
24 Paragraph 15 of the operative Amended Complaint; and (3) the floor tile in Plaintiff’s laundry area and  
25 adjoining foyer referenced in Paragraph 34 of the operative Amended Complaint. On information and  
26 belief, each item of physical evidence identified in this response is located at Plaintiff’s residence and,  
27 therefore, Plaintiff is in sole possession, custody, and control of this evidence.

1 Responding Party reserves the right to modify or supplement this response in light of new facts,  
2 production or theories discovered in its investigation or disclosed in discovery.

3 **INTERROGATORY NO. 114.1:**

4 If you contend that any PERSON involved in the INCIDENT violated any statute, ordinance, or  
5 regulation and that the violation was a cause of the INCIDENT, identify each PERSON and the statute,  
6 ordinance, or regulation.

7 **RESPONSE TO INTERROGATORY NO. 114.1:**

8 Responding Party incorporates the Preliminary Statement as if fully set forth herein. Responding  
9 Party objects to this Interrogatory as premature because Plaintiff served the operative complaint on  
10 Responding Party at the same time as these Interrogatories, discovery has only recently begun, and at least  
11 some of the facts relevant to the Interrogatory are entirely in the control of Plaintiff.

12 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 114.1:**

13 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
14 original response as follows:

15 As of the date of these Responses, Responding Party is unaware of any such violation responsive  
16 to this Interrogatory. Responding Party reserves the right to modify or supplement this response in light of  
17 new facts, production or theories discovered in its investigation or disclosed in discovery.

18 **INTERROGATORY NO. 115.2:**

19 State in detail the facts upon which you base your contention that you are not responsible, in whole  
20 or in part, for plaintiff's damages.

21 **RESPONSE TO INTERROGATORY NO. 115.2:**

22 Responding Party incorporates the Preliminary Statement as if fully set forth herein. Responding  
23 Party objects to this Interrogatory as premature because Plaintiff served the operative complaint on  
24 Responding Party at the same time as these Interrogatories, discovery has only recently begun, and at least  
25 some of the information sought is entirely in the control of Plaintiff. Responding Party objects to this  
26 Interrogatory to the extent it invades the attorney-client privilege, the attorney work-product doctrine,  
27 and/or any other applicable privilege or immunity.

1 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 115.2:**

2 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
3 original response as follows:

4 Based on the information available to Responding Party as of the date of this response, Responding  
5 Party is informed and believes that there was no manufacturing defect in the materials or workmanship  
6 used in connection with Plaintiff’s dryer and, thus, no manufacturing defect existed at the time Plaintiff’s  
7 dryer left Responding Party’s custody, possession, and control. Responding Party is informed and further  
8 believes that, at all relevant times, Plaintiff’s dryer was and continues to be fit for its ordinary intended  
9 purpose.

10 As to Plaintiff’s first cause of action for breach of the express warranty, the limited express warranty  
11 applicable to Plaintiff’s dryer covers “manufacturing defects in materials or workmanship” and, among  
12 other things, “shall not cover . . . damage that occurs in shipment, delivery, installation, and uses for which  
13 this product was not intended; cosmetic damage including scratches, dents, chips, and other damage to the  
14 product’s finishes; . . . damage caused by incorrect electrical line current, voltage, fluctuations and surges;  
15 damage caused by failure to operate and maintain the product according to instructions; in-home instruction  
16 on how to use your product; and service to correct installation not in accordance with electrical or plumbing  
17 codes or correction of household electrical or plumbing (i.e., house wiring, fuses, or water inlet hoses).”  
18 Responding Party is informed and believes that the damage to Plaintiff’s dryer, if any, was caused during  
19 the shipping and/or installation of the dryer at Plaintiff’s residence by Raul Arreola-Valle of C & V  
20 Trucking Services LLC; during the inspection, repair, and reinstallation of Plaintiff’s dryer performed by  
21 Service Quick, Inc.’s service technician at Plaintiff’s residence; and/or Plaintiff’s misuse of the dryer.  
22 Further, Responding Party states that the individual(s) who delivered and installed Plaintiff’s dryer at his  
23 residence on or around August 14, 2024 and the service technician who performed the repair services at  
24 Plaintiff’s residence on September 4, 2024 are not Responding Party’s employees, agents, or  
25 representatives. Thus, because the damage to Plaintiff’s dryer is expressly excluded from the types of  
26 damage covered by the express limited warranty and because the actions of the installer and/or service  
27 technician cannot be imputed to SEA, Responding Party did not breach the express limited warranty as  
28 alleged in the operative Amended Complaint. In addition, the express limited warranty applicable to

1 Plaintiff's dryer provides that the sole and exclusive remedy is product repair, product replacement, or  
2 refund of the purchase price and that SEA "SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL  
3 OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO . . . REMODELING  
4 EXPENSES . . . REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND  
5 EVEN IF SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES." Even if  
6 Plaintiff had a viable breach of express warranty claim against SEA, Responding Party contends that this  
7 provision precludes Plaintiff from recovering the alleged damages to his tile flooring because nothing in  
8 this provision is unconscionable. *See* Cal. Com. Code § 2719.

9 As to Plaintiff's second cause of action for violation of the Magnuson-Moss Warranty Act  
10 ("MMWA"), Responding Party contends that Plaintiff did not afford it with a "reasonable opportunity to  
11 cure" prior to filing this lawsuit on September 5, 2024. *See* 15 U.S.C. § 2310(e). Based on the information  
12 available to Responding Party as of the date of this response, on September 4, 2024, Plaintiff was first  
13 advised his dryer had physical damage that was not covered by the express limited warranty in the afternoon  
14 of September 4, 2024. Plaintiff filed his lawsuit the very next day, effectively precluding the possibility of  
15 a reasonable opportunity to cure by Responding Party. That Plaintiff did not afford Responding Party with  
16 a "reasonable opportunity to cure" bars Plaintiff's MMWA claim and Plaintiff, therefore, is not entitled to  
17 recover any damages on his second cause of action, including, but not limited to, attorneys' fees under  
18 U.S.C. § 2310(d). Responding Party further contends that it did not breach any implied warranties  
19 recognized by the MMWA.

20 As to Plaintiff's third cause of action for negligence, Responding Party reiterates that the  
21 individual(s) who delivered and installed Plaintiff's dryer at his residence on or around August 14, 2024  
22 and the service technician who performed the repair services at Plaintiff's residence on September 4, 2024  
23 are not Responding Party's employees, agents, or representatives. Accordingly, Responding Party is not  
24 vicariously liable for the actions of the installer and/or service technician relied upon by Plaintiff to support  
25 his negligence claim. *See Bacoka v. Best Buy Stores, L.P.*, 71 Cal. App. 5th 126, 134 (2021).

26 For at least all these reasons, Responding Party contends that it is not responsible, in whole or in  
27 part, for Plaintiff's damages alleged in the operative Amended Complaint.

1 Responding Party's investigation is ongoing and it reserves the right to modify or supplement this  
2 response in light of new facts, production or theories discovered in its investigation or disclosed in  
3 discovery.

4 **INTERROGATORY NO. 115.3:**

5 State the name, ADDRESS, and the telephone number of each PERSON, other than the PERSON  
6 asking this interrogatory, who is responsible, in whole or in part, for damages claimed in this action.

7 **RESPONSE TO INTERROGATORY NO. 115.3:**

8 Responding Party incorporates the Preliminary Statement as if fully set forth herein. Responding  
9 Party objects to this Interrogatory as premature because Plaintiff served the operative complaint on  
10 Responding Party at the same time as these Interrogatories and the information sought is entirely in the  
11 control of Plaintiff. Responding Party's investigation into this Interrogatory is ongoing and Responding  
12 Party is willing to meet and confer with Plaintiff regarding the scope of this Interrogatory. Responding  
13 Party reserves the right to modify or supplement this response in light of new facts, production or theories  
14 discovered in its investigation or disclosed in discovery.

15 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 115.3:**

16 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
17 original response as follows:

18 Service Quick, Inc. was the authorized service center assigned to Plaintiff's warranty service  
19 request who, on information and belief, employed the service technician who performed the repair services  
20 and reinstallation of Plaintiff's dryer at Plaintiff's residence on or around September 4, 2024. Service  
21 Quick, Inc. is a California corporation located at 1650 Glenn Curtiss Street, Carson, California, 90746,  
22 Telephone: (877) 412-1665 and/or (310) 747-1360. Based on the information available to Responding  
23 Party as of the date of this response, Responding Party is informed and believes that the service technician  
24 can be contacted through Service Quick, Inc.

25 C & V Trucking Services LLC is the third-party company that delivered and installed Plaintiff's  
26 dryer at his residence on or around August 14, 2024. The individual who delivered and installed Plaintiff's  
27 dryer was Raul Arreola-Valle who, on information and belief, is an employee, agent, and/or representative  
28 of C & V Trucking Services LLC. C & V Trucking Services LLC is a California limited liability company

1 located at 5317 Allison Lane, Riverside, California 92509, Telephone: (909) 238-3536. Based on the  
2 information available to Responding Party as of the date of this response, Responding Party is informed  
3 and believes that Raul Arreola-Valle can be contacted through C & V Trucking Services LLC.

4 Responding Party reserves the right to modify or supplement this response in light of new facts,  
5 production or theories discovered in its investigation or disclosed in discovery.

6 **INTERROGATORY NO. 116.1:**

7 If you contend that any PERSON, other than you or plaintiff, contributed to the occurrence of the  
8 INCIDENT or the injuries or damages claimed by plaintiff, state the name, ADDRESS, and telephone  
9 number of each individual who has knowledge of the facts upon which you base your contention.

10 **RESPONSE TO INTERROGATORY NO. 116.1:**

11 Responding Party incorporates the Preliminary Statement as if fully set forth herein. Responding  
12 Party objects to this Interrogatory as premature because Plaintiff served the operative complaint on  
13 Responding Party at the same time as these Interrogatories and the information sought is in the control of  
14 Plaintiff. Responding Party's investigation into this Interrogatory is ongoing and Responding Party is  
15 willing to meet and confer with Plaintiff regarding the scope of this Interrogatory. Responding Party  
16 reserves the right to modify or supplement this response in light of new facts, production or theories  
17 discovered in its investigation or disclosed in discovery.

18 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 116.1:**

19 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
20 original response as follows:

21 Service Quick, Inc. was the authorized service center assigned to Plaintiff's warranty service  
22 request who, on information and belief, employed the service technician who performed the repair services  
23 and reinstallation of Plaintiff's dryer at Plaintiff's residence on or around September 4, 2024. Service  
24 Quick, Inc. is a California corporation located at 1650 Glenn Curtiss Street, Carson, California, 90746,  
25 Telephone: (877) 412-1665 and/or (310) 747-1360. Based on the information available to Responding  
26 Party as of the date of this response, Responding Party is informed and believes that the service technician  
27 can be contacted through Service Quick, Inc.

28 C & V Trucking Services LLC is the third-party company that delivered and installed Plaintiff's

1 dryer at his residence on or around August 14, 2024. The individual who delivered and installed Plaintiff's  
2 dryer was Raul Arreola-Valle who, on information and belief, is an employee, agent, and/or representative  
3 of C & V Trucking Services LLC. C & V Trucking Services LLC is a California limited liability company  
4 located at 5317 Allison Lane, Riverside, California 92509, Telephone: (909) 238-3536. Based on the  
5 information available to Responding Party as of the date of this response, Responding Party is informed  
6 and believes that Raul Arreola-Valle can be contacted through C & V Trucking Services LLC.

7 Responding Party reserves the right to modify or supplement this response in light of new facts,  
8 production or theories discovered in its investigation or disclosed in discovery.

9 **INTERROGATORY NO. 116.7:**

10 If you contend that any of the property damage claimed by plaintiff was not caused by the  
11 INCIDENT, identify each item of property damage that you dispute.

12 **RESPONSE TO INTERROGATORY NO. 116.7:**

13 Responding Party objects to this Interrogatory as premature because Plaintiff served the operative  
14 complaint on Responding Party at the same time as these Interrogatories and the information sought is  
15 entirely in the control of Plaintiff. Responding Party disputes that the alleged property damage, if any,  
16 claimed by Plaintiff was caused by the acts alleged in the operative complaint. Responding Party's  
17 investigation is ongoing and it reserves the right to modify or supplement this response in light of new  
18 facts, production or theories discovered in its investigation or disclosed in discovery.

19 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 116.7:**

20 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
21 original response as follows: Based on the information available to Responding Party as of the date of this  
22 Response, Responding Party is not legally responsible for any of the property damage claimed by Plaintiff  
23 in the operative Amended Complaint. Responding Party further disputes that the alleged property damage  
24 was caused by any of the acts alleged in the operative Amended Complaint.

25 Insofar as the term "INCIDENT" as used in this Interrogatory refers to Responding Party's alleged  
26 breach of the express limited warranty or the alleged violation of the Magnuson-Moss Warranty Act,  
27 Responding Party disputes that Plaintiff is entitled to recover the repair and replacement costs of the dryer.  
28 Specifically, Responding Party is informed and believes that Plaintiff's dryer did not have a manufacturing

1 defect when it left Responding Party's possession for shipment to Plaintiff's residence and, therefore,  
2 contends that it did not cause any damage to Plaintiff's dryer that would impose any obligation on  
3 Responding Party to pay the repair and replacement costs of the dryer.

4 Insofar as the term "INCIDENT" refers to the delivery, installation, or repair services performed  
5 on Plaintiff's dryer, Responding Party contends that all of the property damage alleged in the operative  
6 Amended Complaint was caused by Service Quick, Inc., C & V Trucking Services LLC, and/or their  
7 employees, agents, and representatives. Because Responding Party is not liable for the acts of Service  
8 Quick, Inc. or C & V Trucking Services LLC, Responding Party disputes that it caused any of the property  
9 damage alleged in the operative Amended Complaint, including, but not limited to, the damage to  
10 Plaintiff's dryer vent hose and the damage to the floor tile in Plaintiff's laundry area and adjoining foyer.

11 Responding Party reserves the right to modify or supplement this response in light of new facts,  
12 production or theories discovered in its investigation or disclosed in discovery.

13 **INTERROGATORY NO. 116.8:**

14 If you contend that any of the costs of repairing the property damage claimed by plaintiff were  
15 unreasonable, identify each cost item that you dispute.

16 **RESPONSE TO INTERROGATORY NO. 116.8:**

17 Responding Party objects to this Interrogatory as premature because Plaintiff served the operative  
18 complaint on Responding Party at the same time as these Interrogatories and the information sought is  
19 entirely in the control of Plaintiff. Responding Party disputes all the costs Plaintiff allegedly incurred that  
20 Plaintiff contends were caused by the acts alleged in the operative complaint. Responding Party's  
21 investigation is ongoing and it reserves the right to modify or supplement this response in light of new  
22 facts, production or theories discovered in its investigation or disclosed in discovery.

23 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 116.8:**

24 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
25 original response as follows: Based on the information available to Responding Party as of the date of this  
26 Response, Responding Party disputes all the costs Plaintiff allegedly incurred that he contends were caused  
27 by the acts alleged in the operative Amended Complaint. Further, Responding Party contends that  
28 Plaintiff's estimated \$15,000 cost to replace the floor tile in the laundry area and adjoining foyer at

1 Plaintiff's residence is unreasonable. In addition, Responding Party contends that Plaintiff's request for "at  
2 least \$10,000.00" in connection with his first cause of action for breach of express warranty is unreasonable  
3 as Plaintiff purchased the dryer at issue for less than \$1,000. Responding Party reserves the right to modify  
4 or supplement this response in light of new facts, production or theories discovered in its investigation or  
5 disclosed in discovery.

6 **INTERROGATORY NO. 150.1:**

7 Identify all DOCUMENTS that are part of the agreement and for each state the name, ADDRESS,  
8 and telephone number of the PERSON who has each DOCUMENT.

9 **RESPONSE TO INTERROGATORY NO. 150.1:**

10 Responding Party objects to this Interrogatory as premature because Plaintiff served the operative  
11 complaint on Responding Party at the same time as these Interrogatories and at least some of the  
12 information sought is entirely in the control of Plaintiff. Responding Party further objects to this  
13 Interrogatory as overly broad, unduly burdensome, and disproportionate to the needs of the case as it asks  
14 Responding Party to "Identify all DOCUMENTS" that that are part of an unidentified "agreement."  
15 Responding Party further objects that this Interrogatory is vague and ambiguous because it is not clear what  
16 "agreement" this Interrogatory is referring to. Based on the foregoing objections, Responding Party is  
17 unable to respond to this Interrogatory. Responding Party is willing to meet and confer with Plaintiff  
18 regarding the scope of this Interrogatory.

19 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 150.1:**

20 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
21 original response as follows: In accordance with Plaintiff's meet and confer letter, dated February 1, 2025,  
22 the term "agreement" used in this Interrogatory refers to the express limited warranty applicable to  
23 Plaintiff's dryer. Pursuant to Code of Civil Procedure § 2030.230, Responding Party directs Plaintiff to the  
24 documents, Bates-stamped SEA00000037 through SEA00000040, that Responding Party concurrently  
25 produced with its supplemental responses to these Interrogatories.

26 **INTERROGATORY NO. 150.2:**

27 State each part of the agreement not in writing, the name, ADDRESS, and telephone number of  
28 each PERSON agreeing to that provision, and the date that part of the agreement was made.

1 **RESPONSE TO INTERROGATORY NO. 150.2:**

2 Responding Party objects to this Interrogatory as premature because Plaintiff served the operative  
3 complaint on Responding Party at the same time as these Interrogatories and at least some of the  
4 information sought is entirely in the control of Plaintiff. Responding Party further objects to this  
5 Interrogatory as overly broad, unduly burdensome, and disproportionate to the needs of the case because it  
6 asks Responding Party to “[s]tate each part of the agreement not in writing” without reference to an  
7 identified agreement. Responding Party further objects that this Interrogatory is vague and ambiguous  
8 because it is not clear what “agreement” this Interrogatory is referring to. Based on the foregoing  
9 objections, Responding Party is unable to respond to this Interrogatory. Responding Party is willing to  
10 meet and confer with Plaintiff regarding the scope of this Interrogatory.

11 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 150.2:**

12 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
13 original response as follows: In accordance with Plaintiff’s meet and confer letter, dated February 1, 2025,  
14 the term “agreement” used in this Interrogatory refers to the express limited warranty applicable to  
15 Plaintiff’s dryer. Based on the meaning of the term “agreement” provided by Plaintiff, Responding Party  
16 responds that there are no parts of the agreement not in writing.

17 Responding Party reserves the right to modify or supplement this response in light of new facts,  
18 production or theories discovered in its investigation or disclosed in discovery.

19 **INTERROGATORY NO. 150.3:**

20 Identify all DOCUMENTS that evidence each part of the agreement not in writing, and for each  
21 state the name, ADDRESS, and telephone number of the PERSON who has each DOCUMENT.

22 **RESPONSE TO INTERROGATORY NO. 150.3:**

23 Responding Party objects to this Interrogatory as premature because Plaintiff served the operative  
24 complaint on Responding Party at the same time as these Interrogatories and at least some of the  
25 information sought is entirely in the control of Plaintiff. Responding Party further objects to this  
26 Interrogatory as overly broad, unduly burdensome, and disproportionate to the needs of the case because it  
27 asks Responding Party to “Identify all DOCUMENTS” that “evidence each part” of an unidentified  
28 “agreement.” Responding Party further objects that this Interrogatory is vague and ambiguous because it

1 is not clear what “agreement” this Interrogatory is referring to. Based on the foregoing objections,  
2 Responding Party is unable to respond to this Interrogatory. Responding Party is willing to meet and confer  
3 with Plaintiff regarding the scope of this Interrogatory.

4 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 150.3:**

5 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
6 original response as follows: In accordance with Plaintiff’s meet and confer letter, dated February 1, 2025,  
7 the term “agreement” used in this Interrogatory refers to the express limited warranty applicable to  
8 Plaintiff’s dryer. Based on the meaning of the term “agreement” provided by Plaintiff, Responding Party  
9 responds that there are no parts of the agreement not in writing.

10 Responding Party reserves the right to modify or supplement this response in light of new facts,  
11 production or theories discovered in its investigation or disclosed in discovery.

12 **INTERROGATORY NO. 150.4:**

13 Identify all DOCUMENTS that are part of each modification to the agreement, and for each state  
14 the name ADDRESS, and telephone number of the PERSON who has each DOCUMENT.

15 **RESPONSE TO INTERROGATORY NO. 150.4:**

16 Responding Party objects to this Interrogatory as premature because Plaintiff served the operative  
17 complaint on Responding Party at the same time as these Interrogatories and at least some of the  
18 information sought is entirely in the control of Plaintiff. Responding Party further objects to this  
19 Interrogatory as overly broad, unduly burdensome, and disproportionate to the needs of the case because it  
20 asks Responding Party to “Identify all DOCUMENTS” that are part of “each modification” to an  
21 unidentified agreement. Responding Party further objects that this Interrogatory is vague and ambiguous  
22 because it is not clear what “agreement” this Interrogatory is referring to. Based on the foregoing  
23 objections, Responding Party is unable to respond to this Interrogatory. Responding Party is willing to  
24 meet and confer with Plaintiff regarding the scope of this Interrogatory.

25 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 150.4:**

26 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
27 original response as follows: In accordance with Plaintiff’s meet and confer letter, dated February 1, 2025,  
28 the term “agreement” used in this Interrogatory refers to the express limited warranty applicable to

1 Plaintiff's dryer. Based on the meaning of the term "agreement" provided by Plaintiff, Responding Party  
2 responds that there have been no modifications to the agreement between the date Plaintiff purchased the  
3 dryer on August 11, 2024 to the present.

4 Responding Party reserves the right to modify or supplement this response in light of new facts,  
5 production or theories discovered in its investigation or disclosed in discovery.

6 **INTERROGATORY NO. 150.5:**

7 State each modification not in writing, the date, and the name, ADDRESS, and telephone number  
8 of the PERSON agreeing to the modification, and the date the modification was made.

9 **RESPONSE TO INTERROGATORY NO. 150.5:**

10 Responding Party objects to this Interrogatory as premature because Plaintiff served the operative  
11 complaint on Responding Party at the same time as these Interrogatories and at least some of the  
12 information sought is entirely in the control of Plaintiff. Responding Party further objects that this  
13 Interrogatory is vague and ambiguous because it is not clear what "modification" this Interrogatory is  
14 referring to. Based on the foregoing objections, Responding Party is unable to respond to this Interrogatory.  
15 Responding Party is willing to meet and confer with Plaintiff regarding the scope of this Interrogatory.

16 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 150.5:**

17 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
18 original response as follows: In accordance with Plaintiff's meet and confer letter, dated February 1, 2025,  
19 the term "agreement" used in this Interrogatory refers to the express limited warranty applicable to  
20 Plaintiff's dryer. Based on the meaning of the term "agreement" provided by Plaintiff, Responding Party  
21 responds that there have been no modifications, in writing or otherwise, to the agreement between the date  
22 Plaintiff purchased the dryer on August 11, 2024 to the present.

23 Responding Party reserves the right to modify or supplement this response in light of new facts,  
24 production or theories discovered in its investigation or disclosed in discovery.

25 **INTERROGATORY NO. 150.6:**

26 Identify all DOCUMENTS that evidence each modification of the agreement not in writing and for  
27 each state the name, ADDRESS, and telephone number of the PERSON who has each DOCUMENT.

28

1 **RESPONSE TO INTERROGATORY NO. 150.6:**

2 Responding Party objects to this Interrogatory as premature because Plaintiff served the operative  
3 complaint on Responding Party at the same time as these Interrogatories and at least some of the  
4 information sought is entirely in the control of Plaintiff. Responding Party further objects to this  
5 Interrogatory as overly broad, unduly burdensome, and disproportionate to the needs of the case because it  
6 asks Responding Party to “Identify all DOCUMENTS” that “evidence each modification” of an  
7 unidentified “agreement.” Responding Party further objects that this Interrogatory is vague and ambiguous  
8 because it is not clear what “modification” or “agreement” this Interrogatory is referring to. Based on the  
9 foregoing objections, Responding Party is unable to respond to this Interrogatory. Responding Party is  
10 willing to meet and confer with Plaintiff regarding the scope of this Interrogatory.

11 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 150.6:**

12 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
13 original response as follows: In accordance with Plaintiff’s meet and confer letter, dated February 1, 2025,  
14 the term “agreement” used in this Interrogatory refers to the express limited warranty applicable to  
15 Plaintiff’s dryer. Based on the meaning of the term “agreement” provided by Plaintiff, Responding Party  
16 responds that there have been no modifications, in writing or otherwise, to the agreement between the date  
17 Plaintiff purchased the dryer on August 11, 2024 to the present.

18 Responding Party reserves the right to modify or supplement this response in light of new facts,  
19 production or theories discovered in its investigation or disclosed in discovery.

20 **INTERROGATORY NO. 150.7:**

21 Describe and give the date of every act or omission that you claim is a breach of the agreement.

22 **RESPONSE TO INTERROGATORY NO. 150.7:**

23 Responding Party objects to this Interrogatory as premature because Plaintiff served the operative  
24 complaint on Responding Party at the same time as these Interrogatories and at least some of the  
25 information sought is entirely in the control of Plaintiff. Responding Party further objects that this  
26 Interrogatory is vague and ambiguous because it is not clear what “agreement” this Interrogatory is  
27 referring to. Based on the foregoing objections, Responding Party is unable to respond to this Interrogatory.  
28 Responding Party is willing to meet and confer with Plaintiff regarding the scope of this Interrogatory.

1 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 150.7:**

2 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
3 original response as follows: In accordance with Plaintiff’s meet and confer letter, dated February 1, 2025,  
4 the term “agreement” used in this Interrogatory refers to the express limited warranty applicable to  
5 Plaintiff’s dryer. Pursuant to Code of Civil Procedure § 2030.230, Responding Party states that it cannot  
6 provide a complete answer to this Interrogatory at this time because it does not possess sufficient  
7 knowledge to fully respond. Responding Party is willing to further meet and confer with Plaintiff regarding  
8 this Interrogatory.

9 Responding Party reserves the right to modify or supplement this response in light of new facts,  
10 production or theories discovered in its investigation or disclosed in discovery.

11 **INTERROGATORY NO. 150.8:**

12 Identify each agreement excused and state why performance was excused.

13 **RESPONSE TO INTERROGATORY NO. 150.8:**

14 Responding Party objects to this Interrogatory as premature because Plaintiff served the operative  
15 complaint on Responding Party at the same time as these Interrogatories and at least some of the  
16 information sought is entirely in the control of Plaintiff. Responding Party further objects that this  
17 Interrogatory is vague and ambiguous because it is not clear what “agreement” this Interrogatory is  
18 referring to. Based on the foregoing objections, Responding Party is unable to respond to this Interrogatory.  
19 Responding Party is willing to meet and confer with Plaintiff regarding the scope of this Interrogatory.

20 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 150.8:**

21 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
22 original response as follows: In accordance with Plaintiff’s meet and confer letter, dated February 1, 2025,  
23 the term “agreement” used in this Interrogatory refers to the express limited warranty applicable to  
24 Plaintiff’s dryer. Pursuant to Code of Civil Procedure § 2030.230, Responding Party states that it cannot  
25 provide a complete answer to this Interrogatory at this time because it does not possess sufficient  
26 knowledge to fully respond. Responding Party is willing to further meet and confer with Plaintiff regarding  
27 this Interrogatory. Responding Party reserves the right to modify or supplement this response in light of  
28 new facts, production or theories discovered in its investigation or disclosed in discovery.

1 **INTERROGATORY NO. 150.9:**

2 Identify each agreement terminated by mutual agreement and state why it was terminated, including  
3 dates.

4 **RESPONSE TO INTERROGATORY NO. 150.9:**

5 Responding Party objects to this Interrogatory as premature because Plaintiff served the operative  
6 complaint on Responding Party at the same time as these Interrogatories and at least some of the  
7 information sought is entirely in the control of Plaintiff. Responding Party further objects that this  
8 Interrogatory is vague and ambiguous because it is not clear what “agreement” this Interrogatory is  
9 referring to. Based on the foregoing objections, Responding Party is unable to respond to this Interrogatory.  
10 Responding Party is willing to meet and confer with Plaintiff regarding the scope of this Interrogatory.

11 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 150.9:**

12 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
13 original response as follows: In accordance with Plaintiff’s meet and confer letter, dated February 1, 2025,  
14 the term “agreement” used in this Interrogatory refers to the express limited warranty applicable to  
15 Plaintiff’s dryer. Based on the meaning of the term “agreement” provided by Plaintiff, Responding Party  
16 responds that the agreement between Plaintiff and Responding Party took effect on the date Plaintiff’s dryer  
17 was delivered to Plaintiff’s residence and remains in effect for one year thereafter. Responding Party further  
18 responds that the terms of the agreement are enforceable and have not been terminated by mutual  
19 agreement.

20 Responding Party reserves the right to modify or supplement this response in light of new facts,  
21 production or theories discovered in its investigation or disclosed in discovery.

22 **INTERROGATORY NO. 150.10:**

23 Identify each unenforceable agreement and state the facts upon which your answer is based.

24 **RESPONSE TO INTERROGATORY NO. 150.10:**

25 Responding Party objects to this Interrogatory as premature because Plaintiff served the operative  
26 complaint on Responding Party at the same time as these Interrogatories and at least some of the  
27 information sought is entirely in the control of Plaintiff. Responding Party further objects that this  
28 Interrogatory is vague and ambiguous because it is not clear what “agreement” this Interrogatory is

1 referring to. Based on the foregoing objections, Responding Party is unable to respond to this Interrogatory.  
2 Responding Party is willing to meet and confer with Plaintiff regarding the scope of this Interrogatory.

3 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 150.10:**

4 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
5 original response as follows: In accordance with Plaintiff’s meet and confer letter, dated February 1, 2025,  
6 the term “agreement” used in this Interrogatory refers to the express limited warranty applicable to  
7 Plaintiff’s dryer. Based on the meaning of the term “agreement” provided by Plaintiff, Responding Party  
8 responds that the agreement between Plaintiff and Responding Party took effect on the date Plaintiff’s dryer  
9 was delivered to Plaintiff’s residence and remains in effect for one year thereafter. Responding Party further  
10 responds that the terms of the agreement are enforceable.

11 Responding Party reserves the right to modify or supplement this response in light of new facts,  
12 production or theories discovered in its investigation or disclosed in discovery.

13 **INTERROGATORY NO. 150.11:**

14 Identify each ambiguous agreement and state the facts upon which your answer is based.

15 **RESPONSE TO INTERROGATORY NO. 150.11:**

16 Responding Party objects to this Interrogatory as premature because Plaintiff served the operative  
17 complaint on Responding Party at the same time as these Interrogatories and at least some of the  
18 information sought is entirely in the control of Plaintiff. Responding Party further objects that this  
19 Interrogatory is vague and ambiguous because it is not clear what “agreement” this Interrogatory is  
20 referring to. Based on the foregoing objections, Responding Party is unable to respond to this Interrogatory.  
21 Responding Party is willing to meet and confer with Plaintiff regarding the scope of this Interrogatory.

22 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 150.11:**

23 Subject to and without waiving any the foregoing objections, Responding Party supplements its  
24 original response as follows: In accordance with Plaintiff’s meet and confer letter, dated February 1, 2025,  
25 the term “agreement” used in this Interrogatory refers to the express limited warranty applicable to  
26 Plaintiff’s dryer. Based on the meaning of the term “agreement” provided by Plaintiff, Responding Party  
27 responds that the agreement between Plaintiff and Responding Party is not ambiguous.

1            Responding Party reserves the right to modify or supplement this response in light of new facts,  
2 production or theories discovered in its investigation or disclosed in discovery.

3  
4 Dated: February 26, 2025

**GREENBERG TRAURIG, LLP**

5  
6 By: /s/ Jennifer C. Cooper

Jennifer C. Cooper

7 Attorneys for Defendant

8 SAMSUNG ELECTRONICS AMERICA, INC.

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1 VERIFICATION

2 I have read DEFENDANT SAMSUNG ELECTRONICS AMERICA, INC.'S SUPPLEMENTAL  
3 RESPONSES TO PLAINTIFF JERRY DAGRELLA'S FORM INTERROGATORIES (SET ONE). I am  
4 informed and believe and, on that ground, allege that the matters stated therein are true.

5 I am a Sr. Litigation Specialist III of Samsung Electronics America, Inc., a party to this action, and  
6 am authorized to make this verification for and on behalf, and I make this verification for that reason. The  
7 matters stated in the foregoing document are true of my own knowledge except as to those matters which  
8 are state on formation and belief, as to those matters I believe them to be true.

9 I declare under the penalty of perjury under the laws of the State of California that the foregoing is  
10 true and correct and this verification was executed on February 26, 2025.

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13 Michael Sharples  
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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:**

3 I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a  
4 party to the within action; my business address is 1840 Century Park East, Suite 1900, Los Angeles,  
California 90067-2121 and email address is debi.delgrande@gtlaw.com.

5  
6 On February 26, 2025, I served the following document: **DEFENDANT SAMSUNG**  
7 **ELECTRONICS AMERICA, INC.’S SUPPLEMENTAL RESPONSES TO PLAINTIFF JERRY**  
8 **DAGRELLA’S FORM INTERROGATORIES (SET ONE)** on the interested parties in this action  
9 addressed as follows:

10 Jerry R. Dagrella  
11 DAGRELLA LAW FIRM, P.C.  
1001 Wilshire Blvd., Suite 2228  
Los Angeles, CA 90017  
Tel: (714) 292-8249  
Email: dagrella@lawyer.com

12  **[BY MAIL]** By placing the document(s) listed above in a sealed envelope with postage thereon  
13 fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below. I  
14 am familiar with the firm's practice of collection and processing correspondence for mailing.  
Under that practice it would be deposited with the U.S. postal service on that same day with  
postage thereon fully prepaid in the ordinary course of business.

15  **[BY E-MAIL]** By transmitting via e-mail the document(s) listed above to the addresses set forth  
16 below on this date.

17 I declare under penalty of perjury under the laws of the State of California that the above is true  
and correct.

18 Executed on February 26, 2025 at Los Angeles, California.

19  
20 /s/ Debi Del Grande  
Debi Del Grande

# **EXHIBIT 8**

## Report



Check code

Q NONE

## Notice

Receipt Number :

YP2409041828142382

Date : 09.04.2024

Model : DVG50BG8300VA3

S/N : 0BNH5BBX601447N

Diagnosis result

- Overall checkup : PASS

Step 1 [Diagnosis results]

Uploaded



\* The diagnosis result  
for HASS OQC has sent  
completely.

The HASS result has sent completely.

OK

SEND



## Report



Check code

Q NONE

## Notice

Receipt Number :

YP2409041828142382

Date : 09.04.2024

Model : DVG50BG8300VA3

S/N : 0BNH5BBX601447N

Diagnosis result

- Overall checkup : PASS

Step 1 [Diagnosis results]

Uploaded



\* The diagnosis result  
for HASS OQC has sent  
completely.

The HASS result has sent completely.

OK

SEND



6:36

57



Samsung Servic...



**This is an automatically generated email.  
Please do not respond.**

Dear **J D**,

We have received your request to reschedule your appointment.

Your new service appointment is set for **Wednesday, September 04 between 12PM to 4PM.**

If you need to cancel your appointment, you have up to 24 hours prior, to do so online. Anytime within 24 hours of your appointment, you will need to contact Samsung or your service provider directly.

[EDIT APPOINTMENT](#)

## Reschedule Appointment

Please contact your provider directly if you need to reschedule your appointment.

**Service Quick CSP**

[+1\(877\) 412-1665](tel:+1(877)412-1665)

**Ticket Number**



# Sensor Dry in Brushed Black

**Model code** DVG50BG8300VA3

**Serial number** 0BNH5BBX601447N

## Ticket number

**4177784179**

## Service location

12271 WILDFLOWER LN, RIVERSIDE,  
CA, 92503

|714-292-8249

## Issue

Making noise during operation

## Day and time

Service Quick CSP

Thursday, September 5, 2024,  
between 12pm - 4:30pm

 H A S S (Dryer)

Model Name DVG50BG8300VA3

Serial number 0BNH5BBX601447N

Recent product check code 

Deletes check code information stored in the product.

DELETE ALL

DC

# ☰ (Diagnosis) Dry performance

## PASSED

Temp. increase(②-①)	27.0 °F
① Start Air Temp	82.4 °F
② Max. Air Temp	109.4 °F

\* Normal Range : more than 5.4 °F increase.

### Cause

- Comp. Temp. has reached reference range.

**Additional  
Info**

**Done**

**Result  
Sending**

 **H A S S (Dryer)**

Model Name **DVG50BG8300VA3**

Serial number **0BNH5BBX601447N**

Recent product check code **None**

 **H A S S (Dryer)**

Model Name **DVG50BG8300VA3**

Serial number **0BNH5BBX601447N**

Recent product check code **None**

# ☰ (Diagnosis) Dry performance

## PASSED

Temp. increase(②-①)	27.0 °F
① Start Air Temp	82.4 °F
② Max. Air Temp	109.4 °F

\* Normal Range : more than 5.4 °F increase.

### Cause

- Comp. Temp. has reached reference range.

**Additional  
Info**

**Done**

**Result  
Sending**

# **EXHIBIT 9**

1 JERRY R. DAGRELLA, Bar No. 219948  
2 DAGRELLA LAW FIRM, P.C.  
3 1001 Wilshire Blvd., #2228  
4 Los Angeles, CA 90017  
5 Telephone: (714) 292-8249  
6 Email: dagrella@lawyer.com

7  
8  
9 Attorney for Plaintiff  
10 Jerry Dagrella

11  
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 COUNTY OF RIVERSIDE

14 JERRY DAGRELLA, an individual,

15 Plaintiff,

16 v.

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

21 Defendants.

Case No. CVC02405948

**COMPLAINT FOR:**

1. **Breach of Express Warranty and**
2. **Violation of the Magnuson-Moss**  
**Warranty Act**

**COMPLAINT**

Plaintiff Jerry Dagrella alleges as follows:

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

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

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

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

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

6. Samsung expressly warranted that within the warranty period, it would replace the dryer or pay for factory-specified parts and repair labor to correct defects in materials or 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 a 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. A Samsung service technician inspected the dryer  
8 and initially attributed the internal damage to the retailer that delivered the unit, claiming it wasn't  
9 covered by warranty. Upon learning that Samsung had both sold and delivered the dryer, the  
10 technician shifted blame to the installer, asserting that Samsung wasn't responsible for damage  
11 caused by its own installers. Plaintiff perceived this as a pattern, suggesting the technician was  
12 trained to deflect warranty responsibility from Samsung.

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

17           10.      The technician then asked Plaintiff to sign a statement on a mobile device  
18 indicating the dryer had been "repaired." Plaintiff refused, objecting that the dryer hadn't been  
19 repaired and that signing would jeopardize any warranty claim. Despite the technician's  
20 assurances that it wouldn't affect the warranty, Plaintiff, identifying himself as a lawyer, declined  
21 to sign a false statement but offered to acknowledge the technician's visit. Alarming, the  
22 service technician then said, "it's okay, I will sign it for you," and proceeded to forge Plaintiff's  
23 signature on the statement in front of Plaintiff and two witnesses.

24           11.      Plaintiff contacted Samsung's support center and was transferred multiple times  
25 before speaking with a representative named Kingston. Initially, Kingston tried to shift  
26 responsibility to the retailer, assuming it was a large chain store like Home Depot or Lowes.  
27 However, when informed that Samsung itself was both the retailer and installer, Kingston  
28 changed his approach. Kingston ultimately informed Plaintiff that internal damage was not

1 covered under warranty and that Samsung would not replace the dryer. Plaintiff argued that this  
2 was a brand-new dryer delivered in defective condition, and it was inappropriate for Samsung to  
3 blame others in the supply chain or conclude that the damage was caused by anything other than a  
4 manufacturing or transport issue.

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

10 **13.** Plaintiff, an attorney, does not like filing a lawsuit in his personal capacity against  
11 any company and has tried to obtain warranty relief from Samsung, but is left with no choice but  
12 to pursue legal action to enforce the warranty.

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

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

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

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

22 **FIRST CAUSE OF ACTION**

23 **(For Breach of Express Warranty Against Defendants)**

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

26 **16.** Defendants breached their express warranties by supplying the gas dryer in a  
27 condition that does not satisfy warranty obligations and by failing to compensate Plaintiff for  
28 damages caused by the dryer.



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1001 WILSHIRE BLVD., SUITE 2228  
LOS ANGELES, CA 90017

1 warranties, are "[un]fair methods of competition in or affecting commerce, and [are] unfair or  
2 deceptive acts or practices in or affecting commerce." Accordingly, Defendants' behavior is  
3 unlawful under 15 U.S.C. §2301(b), 45(a)(1).

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

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

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

- 11 **1.** For actual and consequential damages;
- 12 **2.** For reasonable attorney's fees;
- 13 **3.** For statutory and treble damages;
- 14 **4.** For costs of suit;
- 15 **5.** For punitive damages; and,
- 16 **6.** For such other and further relief as the Court deems just and proper.

17 Dated: September 4, 2024

DAGRELLA LAW FIRM, P.C.

19 By:   
20 JERRY R. DAGRELLA  
21 Attorney for Plaintiff

22  
23  
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28

# **EXHIBIT 10**

1 JERRY R. DAGRELLA, Bar No. 219948  
2 DAGRELLA LAW FIRM, P.C.  
3 1001 Wilshire Blvd., #2228  
4 Los Angeles, CA 90017  
5 Telephone: (714) 292-8249  
6 Email: dagrella@lawyer.com

7 Attorney for Plaintiff  
8 Jerry Dagrella

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF RIVERSIDE

11  
12 JERRY DAGRELLA, an individual,  
13 Plaintiff,

14 v.

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

Case No. CVCO2405948

**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:

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

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

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

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

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

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

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1001 WILSHIRE BLVD., SUITE 2228  
LOS ANGELES, CA 90017

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 Alarming, 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.

28

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

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LOS ANGELES, CA 90017

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.

6 **FIRST CAUSE OF ACTION**

7 **(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.

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LOS ANGELES, CA 90017

**SECOND CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

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.

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DAGRELLA LAW FIRM  
1001 WILSHIRE BLVD., SUITE 2228  
LOS ANGELES, CA 90017

**THIRD CAUSE OF ACTION**

**(For Negligence Against Defendants)**

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3       **31.** 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       **32.** Defendants are engaged in the business of providing service or repair to laundry  
6 appliances.

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

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

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

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

- 25       **1.** For actual and consequential damages;  
26       **2.** For reasonable attorney's fees;  
27       **3.** For statutory and treble damages;  
28       **4.** For costs of suit;

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

Dated: October 7, 2024

DAGRELLA LAW FIRM, P.C.

By:   
JERRY R. DAGRELLA  
Attorney for Plaintiff

DAGRELLA LAW FIRM  
1001 WILSHIRE BLVD., SUITE 2228  
LOS ANGELES, CA 90017

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**VERIFICATION**

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

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

  
Jerry Dagrella

# **EXHIBIT 11**

DAGRELLA LAW FIRM  
1001 WILSHIRE BLVD., SUITE 2228  
LOS ANGELES, CA 90017

1 JERRY R. DAGRELLA, Bar No. 219948  
DAGRELLA LAW FIRM, P.C.  
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9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF RIVERSIDE

12 JERRY DAGRELLA, an individual,  
13  
14 Plaintiff,

15 v.

16 SAMSUNG ELECTRONICS AMERICA,  
INC., a New York Corporation doing  
17 business in the State of California; and  
DOES 1 through 100, inclusive,  
18  
19 Defendants.

Case No. CVCO2405948  
Judge: Hon. Laura Garcia

**PLAINTIFF JERRY DAGRELLA'S  
RESPONSES TO SPECIAL  
INTERROGATORIES (SET ONE)**

1 PROPOUNDING PARTY: Defendant Samsung Electronic America, Inc.

2 RESPONDING PARTY: Plaintiff Jerry Dagrella

3 SET NO. One

4 Plaintiff Jerry Dagrella (Plaintiff) provides the following responses to the Special  
5 Interrogatories, Set One:

6 **RESPONSES TO SPECIAL INTERROGATORIES**

7 **SPECIAL INTERROGATORY NO. 1:**

8 Plaintiff bases his contention that the dryer—a 7.5 cu. ft. Smart Gas Dryer with Steam  
9 Sanitize+ and Sensor Dry in Brushed Black, Product Model No. DVG50BG8300VA3, Serial No.  
10 0BNH5BBX601447N—was delivered to his residence in a defective condition on August 14,  
11 2024, on a robust amalgamation of firsthand observations, expert technical analysis, and  
12 Samsung’s own duplicitous conduct, exacerbated by its reliance on an ostensibly incompetent  
13 contractor, Service Quick, Inc., which Plaintiff contends Samsung cannot legally distance itself  
14 from under principles of agency and warranty law. Plaintiff purchased the dryer directly from  
15 Samsung’s online platform, [www.samsung.com](http://www.samsung.com), on August 11, 2024, for \$959.83, with Samsung  
16 orchestrating its delivery and installation on August 14, 2024. Upon Plaintiff’s initial operation of  
17 the dryer, he encountered a persistent, loud scraping noise emanating from the appliance during  
18 its cycle. Through careful inspection, Plaintiff pinpointed the source: the drum was rubbing  
19 against the right-side interior wall, a clear hallmark of a manufacturing defect present from the  
20 moment Samsung relinquished control of the unit to Plaintiff’s possession.

21 On September 2, 2024, Plaintiff contacted Samsung customer service at 1-800-  
22 SAMSUNG, speaking to a representative who identified themselves as a Samsung agent, to report  
23 the issue and invoke the express warranty promising repair or replacement for defects in materials  
24 or workmanship. Samsung responded with a confirmation text: “SAMSUNG: We have created a  
25 ticket for your request. Your ticket number is 4177784179. Your device’s road to recovery starts  
26 here! Please visit [care.us.samsung.com/r/9lOoFLTTI](http://care.us.samsung.com/r/9lOoFLTTI) for status updates... Call 1-800-SAMSUNG  
27 to speak to a live agent...” This communication, branded exclusively with Samsung’s name and  
28 devoid of any mention of third parties, cemented Plaintiff’s reasonable belief that Samsung itself

1 was handling the warranty process. On September 4, 2024, Plaintiff received another text: “Hi,  
2 your technician John (951-398-2832) is on the way to 12271 WILDFLOWER LN Riverside, CA  
3 92503. Check ETA at <https://support-us.samsung.com/stg/s/NVmuDWWn2...> Please call 1-800-  
4 SAMSUNG for any questions.” Again, no indication suggested this “technician John” was  
5 anything but a Samsung employee, reinforcing Samsung’s ostensible agency over the repair  
6 process.

7 The technician arrived on September 4, 2024; he moved the hefty washer out of way to  
8 make room to disassemble the dryer in Plaintiff’s tight laundry room space, and confirmed  
9 internal damage aligning with the scraping noise—specifically, the drum’s aberrant contact with  
10 the interior wall. Yet, rather than effecting repairs as Samsung’s warranty obligated, the  
11 technician embarked on a rehearsed deflection: first blaming the “retailer,” then the “installer,”  
12 and finally “independent installers,” each excuse collapsing under Plaintiff’s clarification that  
13 Samsung controlled the entire chain—sale, delivery, and installation. This refusal to repair,  
14 coupled with the technician’s subsequent forgery of Plaintiff’s signature (detailed in response to  
15 Interrogatory No. 7), left the dryer defective and unrepaired. On February 26, 2025, Antonio  
16 Hernandez, an appliance repair expert with 14 years of experience, inspected the dryer at  
17 Plaintiff’s residence. Plaintiff visibly observed as Mr. Hernandez unplugged the unit,  
18 disconnected the gas line, and manually rotated the drum, reproducing the scraping noise at the 2  
19 o’clock position with slight resistance. Disassembling the dryer, it was observed that there was a  
20 drum misalignment of approximately 2-3 millimeters toward the right side relative to the rear  
21 bulkhead, causing contact during rotation. There was uneven tension in the support rollers and an  
22 improperly seated rear bearing that stemmed from a manufacturing defect—likely an assembly  
23 error at Samsung’s factory where the drum was not properly centered or support components  
24 were installed with incorrect tolerances—rather than shipping or installation damage, as no  
25 external trauma (e.g., dents, scratches) marred the dryer’s cabinet, frame, or panels.

26 Samsung’s customer care notes, however, assert: “tech found frame damaged on the left  
27 side, the inside frame is crushed and left side outer frame is warped pushed inwards,” deeming it  
28 “cosmetic/physical damage” not covered by warranty. This is either a blatant error—potentially

1 confusing Plaintiff's unit with another—or a deliberate falsification, as both Plaintiff and Mr.  
2 Hernandez confirm the defect is on the right side, with no visible left-side damage. This  
3 discrepancy underscores Samsung's systemic deceit, a pattern amplified by its delegation to  
4 Service Quick, a contractor with an F rating from the BBB and a reputation so dismal it borders  
5 on infamy. Yelp reviews across Southern California locations lambast Service Quick with one-  
6 star ratings, citing incompetent technicians, shoddy workmanship and failure or refusal to fix  
7 appliances while blaming the shipper, installer, delivery personnel or the homeowner itself for  
8 any malfunction. The Google AI overview encapsulates it: "Reviews for 'Service Quick' are  
9 overwhelmingly negative... incompetent technicians... lack of accountability... some describe  
10 the company as a scam." Plaintiff contends Samsung makes no effort to distinguish itself from  
11 Service Quick until errors arise, presenting technicians as its own via branded texts, only to  
12 disclaim liability post-lawsuit. Legally, Samsung cannot farm out its warranty obligations to a  
13 third party like Service Quick—well-known for botching Samsung repairs—and evade  
14 responsibility for their negligence, nor can it hold them out as ostensible agents then disavow  
15 their actions.

16 This incident fits Samsung's cultivated culture of warranty evasion, documented in  
17 thousands of complaints at the Better Business Bureau, TrustPilot, Reddit, Yelp, Google  
18 Reviews, and elsewhere. Plaintiff believes internal documents, which Samsung refuses to  
19 disclose, will reveal Samsung's training materials instructing technicians (including Service  
20 Quick's) to deny claims, internal metrics on denial rates, policies frustrating consumers, and  
21 communications with Service Quick about warranty cost containment, all evidencing a deliberate  
22 strategy to abandon customers like Plaintiff with defective products.

23 **SPECIAL INTERROGATORY NO. 2:**

24 The flooring in Plaintiff's laundry room and adjoining foyer at his Riverside, California  
25 residence consists of tile. Plaintiff lacks exact measurements of the square footage, having neither  
26 measured the areas himself nor retained architectural plans specifying such details. However, the  
27 contractor estimate attached to Plaintiff's declaration contains an approximate square footage  
28 from the contractor. Similarly, the precise year of installation remains unknown to Plaintiff, who

1 purchased the residence with the tiles already laid and has not investigated their origins through  
2 records or renovations. Prior to September 4, 2024, the flooring’s condition was exemplary: no  
3 scratches, cracks, chips, or discolorations marred its surface.

4 The flooring was damaged on September 4, 2024, by the reckless actions of a technician  
5 dispatched under Samsung’s warranty service ticket #4177784179. Plaintiff initiated the warranty  
6 claim on September 2, 2024, via 1-800-SAMSUNG, receiving a Samsung-branded text  
7 confirming the ticket and a subsequent text on September 4: “Hi, your technician John (951-398-  
8 2832) is on the way to 12271 WILDFLOWER LN Riverside, CA 92503... Please call 1-800-  
9 SAMSUNG for any questions.” These messages, devoid of any mention of Service Quick, led  
10 Plaintiff to reasonably perceive the technician as Samsung’s own agent. The technician arrived,  
11 moved the hefty washer out of way to make room to disassemble the dryer in the tight laundry  
12 room space—a confined space where industry practice favors using a garage mere feet away—  
13 and confirmed its internal damage without repairing it. After reassembling the unit, he forcefully  
14 shoved the washer and dryer back against the wall. Later that day, Plaintiff discovered scratches  
15 and cracks radiating from the appliance base across the floor.

16 On February 26, 2025, Antonio Hernandez inspected the flooring, documenting in his  
17 declaration dated March 2, 2025, “scratches and cracks radiating from the appliance’s base,”  
18 consistent with “rough handling—specifically, the forceful movement of a heavy object like a  
19 dryer across the surface.” He noted the damage’s severity indicated “significant force, far  
20 exceeding standard care,” and criticized the technician’s choice to work in the laundry room  
21 rather than the garage, a decision amplifying the risk to Plaintiff’s property. The damaged tiles,  
22 now discontinued, necessitate replacing all flooring in both areas for consistency, with contractor  
23 estimates of \$23,520 (Exhibit “B” to Plaintiff’s declaration dated March 3, 2025) and \$30,000.  
24 Service Quick’s incompetence—evident in Yelp reviews—is inseparable from Samsung’s  
25 liability. Samsung’s texts present Service Quick as its agent, and legally, it cannot delegate  
26 warranty duties to such a notoriously inept contractor (BBB F-rated, Google AI: “incompetent  
27 technicians”) and disclaim responsibility for their negligence. This aligns with Samsung’s pattern  
28 of technician-induced damage denial, seen in hundreds of complaints online.

1 **SPECIAL INTERROGATORY NO. 3:**

2 Plaintiff's contention that the flooring in the laundry room at his residence was damaged  
3 on or around September 4, 2024, rests on a detailed sequence of events, expert corroboration, and  
4 Samsung's emblematic negligence, which fits seamlessly into its notorious history of shirking  
5 responsibility. The precise date of the damage is September 4, 2024, when a Samsung-authorized  
6 technician visited Plaintiff's home to address a warranty claim for the dryer, prompted by  
7 Plaintiff's report of a scraping noise on September 2, 2024. Prior to this visit, the flooring in the  
8 laundry room was in impeccable condition—no scratches, no cracks, no imperfections.

9 On September 4, 2024, the technician arrived, moved the washer and disassembled the  
10 dryer in the laundry room and placed all his heavy tools in the area—a questionable choice given  
11 the proximity of a garage offering a safer workspace. He confirmed internal damage to the unit,  
12 consistent with the noise Plaintiff reported. Rather than repairing the dryer, the technician  
13 engaged in a series of deflections, blaming the retailer, then the installer, and finally  
14 “independent” installers, despite Samsung's sole control over the sale, delivery, and installation  
15 process. After reassembling the dryer without effecting repairs, the technician, in a moment of  
16 reckless disregard, forcefully shoved the washer and dryer appliances back against the laundry  
17 room wall. Later, Plaintiff inspected the area and discovered scratches and cracks in the tiles  
18 radiating from the appliance's base. The extent of the damage is significant: the affected tiles are  
19 discontinued, necessitating a full replacement of the laundry room and adjoining foyer flooring to  
20 maintain aesthetic consistency, with contractor estimates ranging from \$23,520 to \$30,000.

21 Antonio Hernandez, an appliance repair expert with 14 years of experience, inspected the  
22 flooring on February 26, 2025, during his examination of the dryer. In his declaration dated  
23 March 2, 2025, Mr. Hernandez meticulously documented “scratches and cracks radiating from the  
24 appliance's base,” describing them as “consistent with rough handling—specifically, the forceful  
25 movement of a heavy object like a dryer across the surface.” He emphasized that the damage's  
26 severity and pattern—deep scratches and radiating cracks—indicated “significant force, far  
27 exceeding the standard care expected in appliance service,” aligning precisely with Plaintiff's  
28 account of the technician's actions on September 4, 2024. Mr. Hernandez further noted that

1 industry practice discourages disassembling heavy appliances like dryers in confined interior  
2 spaces when alternatives like a garage are available, underscoring the technician’s deviation from  
3 norms as the proximate cause of the damage. The person responsible is the Samsung-authorized  
4 technician, whose identity is known to Samsung as the individual dispatched to Plaintiff’s home.

5 This incident exemplifies Samsung’s broader pattern of negligence and denial, a pattern so  
6 pervasive it has become a hallmark of the company’s consumer relations. Online forums are  
7 replete with analogous complaints: the BBB logs, Reddit threads, TrustPilot, Yelp and Google  
8 reviews catalog hundreds of similar incidents. Plaintiff believes Samsung trains its technicians to  
9 minimize accountability, anticipating that discovery (if produced by Samsung) will reveal internal  
10 directives to deny claims or shift blame, metrics tracking damage incidents with subsequent  
11 denials, and policies designed to frustrate consumers into abandoning recourse. Samsung’s  
12 reputation for warranty evasion—evidenced by thousands of documented cases—is not a fluke  
13 but a deliberate strategy, and this flooring damage is yet another casualty of that approach.

14 Samsung’s use of Service Quick—an F-rated BBB entity with Yelp reviews decrying  
15 incompetence binds it to this negligence. Samsung’s texts present Service Quick as its agent, and  
16 it cannot legally outsource warranty duties to such a disreputable outfit and evade liability.

17 **SPECIAL INTERROGATORY NO. 4:**

18 Dan Mock, Rockwood Development Group, Inc.; 1110 N. Virgil Ave., Suite 107, Los  
19 Angeles, CA; (310) 750-7117. Estimated attached as Exhibit “B” to Plaintiff’s declaration dated  
20 March 3, 2025, reflects the cost to replace all flooring in both areas due to the discontinued nature  
21 of the damaged tiles, ensuring a uniform appearance critical to the home’s value. A second  
22 contractor provided an estimate of \$30,000 for the same scope of work but did not follow-up with  
23 a written estimate likely because Plaintiff reacted negatively when the estimate was given  
24 verbally. A third estimate obtained from an unlicensed contractor also was not in writing.

25 **SPECIAL INTERROGATORY NO. 5:**

26 Plaintiff details the operational history of the dryer—a 7.5 cu. ft. Smart Gas Dryer with  
27 Steam Sanitize+ and Sensor Dry in Brushed Black, Model No. DVG50BG8300VA3, Serial No.  
28 0BNH5BBX601447N—from its purchase on August 11, 2024, through the present, a saga

1 marked by persistent defects, Samsung’s refusal to honor its warranty, and a health-threatening  
2 exacerbation of the unit’s condition, all emblematic of Samsung’s systemic warranty evasion.  
3 Plaintiff purchased the dryer from Samsung.com on August 11, 2024, for \$959.83, and Samsung  
4 delivered and installed it at Plaintiff’s residence on August 14, 2024. Upon Plaintiff’s first use of  
5 the dryer, Plaintiff noticed a loud, scraping noise during operation. Through careful observation,  
6 Plaintiff determined that this noise originated from the drum rubbing against the right-side  
7 interior wall of the appliance, a clear indication of a manufacturing defect present from the  
8 moment of delivery. Despite this defect, the dryer retained some functionality, drying clothes to a  
9 limited extent, though the noise rendered its operation intolerable and suggestive of deeper  
10 mechanical issues.

11 On September 2, 2024, Plaintiff contacted Samsung’s customer service to invoke the  
12 express warranty accompanying the dryer, which promised repair or replacement for defects in  
13 materials or workmanship. Samsung scheduled a technician visit for September 4, 2024  
14 (rescheduled from an initial September 5 date, as reflected in customer care notes). On that date,  
15 the Samsung-authorized technician arrived, moved the hefty washer out of way to make room to  
16 disassemble the dryer in Plaintiff’s tight laundry room space, and confirmed internal damage  
17 aligning with the scraping noise—specifically, the drum’s aberrant contact with the interior wall.  
18 Rather than repairing the unit, the technician launched into a scripted deflection, blaming the  
19 “retailer,” then the “installer,” and finally “independent” installers, despite Samsung’s end-to-end  
20 control of the process. He left the dryer unrepaired, reassembled it, and forcefully repositioned the  
21 two appliances, causing floor damage detailed elsewhere. Post-visit, on September 7, 2024,  
22 Plaintiff operated the dryer again and observed an alarming new issue: excessive heat permeating  
23 the laundry room. Investigating further, Plaintiff discovered that the vent hose—reinstalled by the  
24 technician on September 4—was torn apart and disconnected, likely due to the technician’s  
25 careless handling and forceful shove. This failure caused hot air and potentially hazardous carbon  
26 dioxide from the gas-powered dryer to vent directly into the room rather than outside,  
27 compromising air quality and posing a health risk.

28 On February 26, 2025, Antonio Hernandez inspected the dryer and provided a definitive

1 analysis in his declaration dated March 2, 2025. Mr. Hernandez reproduced the scraping noise by  
2 manually rotating the drum, noting it occurred at the 2 o'clock position with slight resistance. He  
3 found the drum misaligned by 2-3 mm toward the right side, contacting the rear bulkhead, with  
4 unevenly tensioned support rollers and an improperly seated rear bearing contributing to the  
5 issue. He concluded this was a manufacturing defect from assembly errors, not shipping or  
6 installation damage, given the absence of external trauma (e.g., dents or scratches). Samsung's  
7 customer care notes, however, claim "frame damaged on the left side, the inside frame is crushed  
8 and left side outer frame is warped pushed inwards," a statement Plaintiff deems erroneous or  
9 fraudulent, as the defect is on the right side and no left-side damage exists, per both Plaintiff's  
10 and Mr. Hernandez's observations.

11 This operational dysfunction is not an anomaly but a textbook example of Samsung's  
12 warranty evasion tactics. Thousands of consumers report similar experiences in complaints at the  
13 Better Business Bureau, TrustPilot, Reddit, Yelp, Google Reviews, and elsewhere. Plaintiff  
14 believes Samsung trains technicians to deny claims systematically, anticipating discovery will  
15 reveal training materials, internal denial metrics, understaffing directives, and policies designed to  
16 frustrate consumers—practices that have cultivated Samsung's infamous reputation for leaving  
17 customers with defective products and hollow warranties.

18 **SPECIAL INTERROGATORY NO. 6:**

19 Plaintiff's contention that the dryer posed a significant health risk is grounded in a cascade  
20 of events triggered by Samsung's negligence and refusal to honor its warranty, a scenario that  
21 epitomizes the company's calculated disregard for consumer safety—a pattern echoed in  
22 thousands of online complaints. The dryer, a gas-powered 7.5 cu. ft. Smart Gas Dryer with Steam  
23 Sanitize+ and Sensor Dry (Model No. DVG50BG8300VA3, Serial No. 0BNH5BBX601447N),  
24 was purchased from Samsung.com on August 11, 2024, and installed by Samsung on August 14,  
25 2024. While the initial defect—a scraping noise from the drum rubbing the right-side interior  
26 wall—was evident upon first use, the health risk emerged distinctly on September 7, 2024,  
27 following a technician's visit on September 4, 2024.

28 On September 2, 2024, Plaintiff requested warranty service due to the noise, and Samsung

1 dispatched a technician on September 4, 2024. This technician disassembled the dryer, confirmed  
2 internal damage, but refused repairs, instead deflecting blame in a manner consistent with  
3 Samsung’s playbook—first to the “retailer,” then the “installer,” then “independent” installers,  
4 despite Samsung’s sole involvement. After reassembling the unit without fixing it, the technician  
5 forcefully shoved the appliances back against the wall, an act that damaged the vent hose. On  
6 September 7, 2024, Plaintiff used the dryer and noticed an oppressive heat in the laundry room,  
7 far exceeding normal operation. Inspecting the unit, Plaintiff found the vent hose—reinstalled by  
8 the technician—was torn apart and disconnected, likely from the forceful repositioning. This  
9 failure caused hot air and potentially hazardous gases, including carbon dioxide or carbon  
10 monoxide from the gas dryer, to vent directly into the enclosed laundry room rather than through  
11 the external exhaust system. This created a significant health risk: elevated temperatures, reduced  
12 oxygen levels, and potential exposure to toxic emissions, all of which could lead to respiratory  
13 distress, carbon monoxide poisoning, or other adverse effects, particularly in a confined space.

14 The dryer’s underlying defect, confirmed by Antonio Hernandez on February 26, 2025,  
15 amplifies this risk. In his declaration dated March 2, 2025, Mr. Hernandez detailed a drum  
16 misalignment of 2-3 mm toward the right side, causing contact with the bulkhead—a  
17 manufacturing flaw from assembly errors, not shipping or installation. This defect, left  
18 unaddressed by Samsung, could exacerbate operational inefficiencies in a gas appliance,  
19 heightening the risk of improper combustion or ventilation. The health risk commenced on  
20 September 7, 2024, when Plaintiff identified the vent hose failure, a direct consequence of the  
21 technician’s negligence on September 4, 2024. Samsung’s actions fits its notorious pattern of  
22 prioritizing cost containment over consumer safety.

23 **SPECIAL INTERROGATORY NO. 7:**

24 Individuals present at the residence on September 4, 2024, who observed a Samsung-  
25 authorized technician forge Plaintiff’s signature on a service document are: Tongjai Dagrella,  
26 12271 Wildflower Ln, Riverside, CA and Mike, a contractor who was installing a Best Buy  
27 television in Plaintiff’s residence within feet of Samsung’s service technician. This forgery is not  
28 an isolated indiscretion but a symptom of Samsung’s broader strategy to evade warranty

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obligations, a strategy so ingrained it has spawned thousands of consumer grievances. Complaints abound in online forums such as the BBB, TrustPilot, Reddit, Google and Yelp noting technicians falsifying service records to deny claims and Samsung techs lying about repairs. Plaintiff believes discovery will uncover Samsung’s training materials encouraging such deceit, internal metrics rewarding claim denials, and documentation of similar incidents, reinforcing that this technician’s actions reflect a cultivated corporate ethos of fraudulence.

Dated: April 11, 2025

DAGRELLA LAW FIRM, P.C.

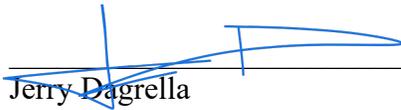
By:   
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JERRY R. DAGRELLA  
Attorney for Plaintiff

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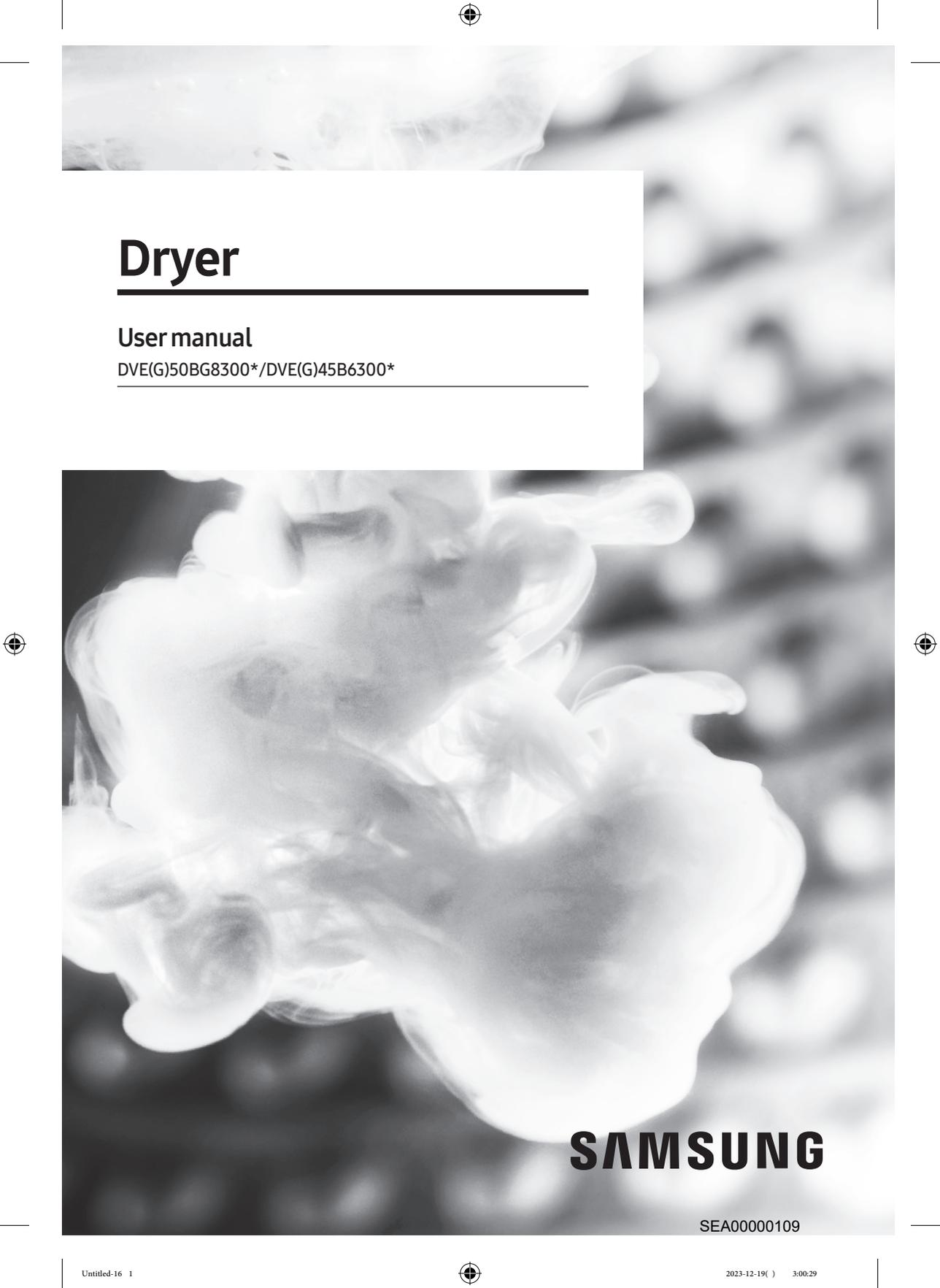
**VERIFICATION**

I, Jerry Dagrella, have read the foregoing **PLAINTIFF JERRY DAGRELLA'S RESPONSES TO SPECIAL INTERROGATORIES (SET ONE)** and know the contents thereof to be true of my own knowledge, except as to those things stated upon information and belief, and as to those I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 11, 2025, at Riverside, California.

  
\_\_\_\_\_  
Jerry Dagrella

# **EXHIBIT 12**



# Dryer

## User manual

DVE(G)50BG8300\*/DVE(G)45B6300\*

**SAMSUNG**

SEA00000109

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# Safety information

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Congratulations on your new Samsung dryer. This manual contains important information on the installation, use and care of your appliance. Please take some time to read this manual to take full advantage of your dryer's many benefits and features.

## What you need to know about the safety instructions

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Please read this manual thoroughly to ensure that you know how to safely and efficiently operate the extensive features and functions of your new appliance. Please store the manual in a safe location close to the appliance for future reference. Use this appliance only for its intended purpose as described in this instruction manual.

Warnings and Important Safety Instructions in this manual do not cover all possible conditions and situations that may occur. It is your responsibility to use common sense, caution and care when installing, maintaining and operating your dryer.

Because the following operating instructions cover various models, the characteristics of your dryer may differ slightly from those described in this manual and not all warning signs may be applicable. If you have any questions or concerns, contact your nearest service center or find help and information online at [www.samsung.com](http://www.samsung.com).

## Important safety symbols

---

What the icons and signs in this user manual mean:

### **WARNING**

Hazards or unsafe practices that may result in severe personal injury, death and/or property damage.

### **CAUTION**

Hazards or unsafe practices that may result in personal injury and/or property damage.

### **NOTE**

Indicates that a risk of personal injury or material damage exists.

**These warning signs are here to prevent injury to yourself and others.**

**Please follow them explicitly.**

**After reading this manual, store it in a safe place for future reference.**

Read all instructions before using the appliance.

As with any equipment that uses electricity and moving parts, potential hazards exist. To safely operate this appliance, familiarize yourself with its operation and exercise care when using it.

# SAVE THESE INSTRUCTIONS

---



## **WARNING - Risk of Fire**

- Clothes dryer installation must be performed by a qualified installer.
- Install the clothes dryer according to the manufacturer's instructions and local codes.
- Do not install a clothes dryer with flexible plastic venting materials. If flexible metal (foil type) duct is installed, it must be of a specific type identified by the appliance manufacturer as suitable for use with clothes dryers. Flexible venting materials are known to collapse, be easily crushed, and trap lint. These conditions will obstruct clothes dryer airflow and increase the risk of fire.
- Do not install a booster fan in the exhaust duct.
- To reduce the risk of severe injury or death, follow all installation instructions.
- Save these instructions.

# **SAVE THESE INSTRUCTIONS**

## Safety information

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### **WARNING - To reduce the risk of fire or explosion:**

- Do not dry items that have been previously cleaned, washed, soaked, or spotted with gasoline, dry cleaning solvents, or other flammable or explosive substances. They emit vapors that could ignite or explode. Any material that has been in contact with a cleaning solvent or flammable liquids or solids should not be placed in the dryer until all traces of these flammable liquids or solids and their fumes have been removed. There are many highly flammable items used in homes, such as acetone, denatured alcohol, gasoline, kerosene, some liquid household cleaners, some spot removers, turpentine, waxes, and wax removers.
- Items containing foam rubber (which may be labeled latex foam) or similarly textured rubberlike materials must not be dried on a heat setting. Heated foam rubber materials can, under certain circumstances, ignite spontaneously.

## SAVE THESE INSTRUCTIONS

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 **WARNING - Fire or explosion hazard**

- Failure to follow safety warnings exactly could result in serious injury, death or property damage.
- Do not store or use gasoline or other flammable vapors and liquids near this or any other appliance.
- Installation and service must be performed by a qualified installer, service agency, or the gas supplier.
- Do not install a booster fan in the exhaust duct.

 **WARNING - What to do if you smell gas:**

- Do not try to light any appliance.
- Do not turn on the appliance.
- Do not touch any electrical switch.
- Do not use any phone in your building.
- Clear the room, building or area of all occupants.
- Immediately call your gas supplier from a neighbor's phone. Follow the gas supplier's instructions.
- If you cannot reach your gas supplier, call the fire department.

**CALIFORNIA PROPOSITION 65 WARNING**

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 **WARNING**

Cancer and Reproductive Harm - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

**SAVE THESE INSTRUCTIONS**

# Safety information

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## IMPORTANT SAFETY INSTRUCTIONS

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### **WARNING**

To reduce the risk of fire, electric shock, or injury to persons when using your appliance, follow basic precautions, including the following:

1. Read all instructions before using this appliance.
2. Do not dry articles that have been previously cleaned in, washed in, soaked in, or spotted with gasoline, dry-cleaning solvents, or other flammable or explosive substances, as they give off vapours that could ignite or explode.
3. Risk of Suffocation and Injury from Entrapment: Do not allow children to play on or in the appliance. Close supervision of children is necessary when the appliance is used near children.
4. Before the appliance is removed from service or discarded, remove the door to the drying compartment.
5. Do not reach into the appliance if the drum is moving.
6. Do not install or store this appliance where it will be exposed to the weather.
7. Do not tamper with controls.
8. Do not repair or replace any part of the appliance or attempt any servicing unless specifically recommended in the user-maintenance instructions or in published user-repair instructions that you understand and have the skills to carry out.
9. Do not use fabric softeners or products to eliminate static unless recommended by the manufacturer of the fabric softener or product.
10. Do not use heat to dry articles containing foam rubber or similarly textured rubber-like materials.
11. Clean lint screen before or after each load.
12. Keep area around the exhaust opening and adjacent surrounding areas free from the accumulation of lint, dust, and dirt.
13. The interior of the appliance and exhaust duct should be cleaned periodically by qualified service personnel.
14. Do not place items exposed to cooking oils in your dryer. Items contaminated with cooking oils may contribute to a chemical reaction that could cause a load to catch fire. To reduce the risk of fire due to contaminated loads, the final part of a tumble dryer cycle occurs without heat (cool down period). Avoid stopping a tumble dryer before the end of the drying cycle unless all items are quickly removed and spread out so that the heat is dissipated.
15. Do not use replacement parts that have not been recommended by the manufacturer (e.g. parts made at home using a 3D printer).
16. (For Heat pump Clothes dryer) Sharp Edges – to reduce the risk of injury, use care when cleaning the condenser or evaporator coil fins.

## SAVE THESE INSTRUCTIONS

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## Warnings

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### **WARNING**

- Ensure pockets are free of small, irregularly shaped hard objects and foreign material, i.e. coins, knives, pins, etc. These objects could damage your dryer.
- Gas leaks may occur in your system, resulting in a dangerous situation.

## Cautions

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### **CAUTION**

- Do not allow children or pets to play on, in, or in front of the appliance. Close supervision is necessary when the appliance is used near children and pets.
- Before discarding or removing your dryer from service, remove the door to the drying compartment to prevent children or animals from becoming trapped inside.
- Do not reach into the appliance when the drum is moving.
- Do not install or store this appliance where it will be exposed to the weather.
- Do not tamper with the controls.
- Do not repair, replace, or attempt to service any part of the appliance unless specifically instructed to in the user-repair instructions and you have the understanding and skills to carry out the procedure.
- Do not use fabric softeners or products to eliminate static unless the softener or product is recommended for dryer use by the manufacturer of the fabric softener or product.
- Clean the lint screen before or after each load.
- Keep the area around the exhaust opening and surrounding areas free from lint, dust, and dirt.
- The interior of the dryer and exhaust duct should be cleaned periodically by qualified service personnel.
- This appliance must be properly grounded. Never plug the power cord into a receptacle that is not grounded adequately or not in accordance with local and national codes. See the installation instructions for information about grounding this appliance.
- Do not sit on top of the dryer.
- Do not dry clothing with large buckles, buttons, or other heavy metal or solid objects.
- Gas leaks may not be detected by smell alone.
- Gas suppliers recommend you purchase and install a UL-approved gas detector.
- Install and use in accordance with the manufacturer's instructions.
- Do not place items in your dryer that have been spotted or soaked with vegetable oil or cooking oil. Even after being washed, these items may contain significant amounts of these oils.

# SAVE THESE INSTRUCTIONS

## Safety information

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- Residual oil on clothing can ignite spontaneously. The potential for spontaneous combustion increases when items containing vegetable oil or cooking oil are exposed to heat. Heat sources such as your dryer can warm these items, allowing an oxidation reaction in the oil to occur. Oxidation creates heat. If this heat cannot escape, the items can become hot enough to catch fire. Piling, stacking, or storing these kinds of items may prevent heat from escaping and can create a fire hazard.
- All washed and unwashed fabrics that contain vegetable oil or cooking oil can be dangerous. Washing these items in hot water with extra detergent will reduce, but not eliminate, the hazard. Always use the Cool Down cycle for these items to reduce their temperature. Never remove these items from the dryer hot or interrupt the drying cycle until the items have run through the Cool Down cycle. Never pile or stack these items when they are hot.

# SAVE THESE INSTRUCTIONS

# Regulatory notice

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## FCC Notice

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### CAUTION

Any changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

This device complies with Part 15 of FCC Rules. Operation is Subject to following two conditions:

1. This device may not cause harmful interference, and
2. This device must accept any interference received including interference that cause undesired operation.

For products sold in the US and Canadian markets, only channels 1–11 are available. You cannot select any other channels.

#### **FCC STATEMENT:**

This equipment has been tested and found to comply within the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation.

This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorienting or relocating the receiving antenna
- Increasing the separation between the equipment and receiver
- Connecting the equipment to an outlet that is on a different circuit than the radio or TV.
- Consulting the dealer or an experienced radio/TV technician for help.

#### **FCC RADIATION EXPOSURE STATEMENT:**

This equipment complies with FCC radiation exposure limits set forth for an uncontrolled environment. This equipment should be installed and operated so there is at least 8 inches (20 cm) between the radiator and your body. This device and its antenna(s) must not be colocated or operated in conjunction with any other antenna or transmitter.

## SAVE THESE INSTRUCTIONS

# Regulatory notice

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## IC Notice

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The term “IC” before the radio certification number only signifies that Industry Canada technical specifications were met. Operation is subject to the following two conditions:

1. This device may not cause interference, and
2. This device must accept any interference, including interference that may cause undesired operation of the device.

This Class B digital apparatus complies with Canadian ICES-003.

Cet appareil numérique de la classe B est conforme à la norme NMB-003 du Canada.

For products sold in the US and Canadian markets, only channels 1–11 are available. You cannot select any other channels.

### IC RADIATION EXPOSURE STATEMENT:

This equipment complies with IC RSS-102 radiation exposure limits set forth for an uncontrolled environment. This equipment should be installed and operated so there is at least 8 inches (20 cm) between the radiator and your body. This device and its antenna(s) must not be colocated or operated in conjunction with any other antenna or transmitter.

# SAVE THESE INSTRUCTIONS

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## Open Source Announcement

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The software included in this product contains open source software. You may obtain the complete corresponding source code for a period of three years after the last shipment of this product by sending an email to <mailto:oss.request@samsung.com>.

It is also possible to obtain the complete corresponding source code in a physical medium such as a CD-ROM; a minimal charge will be required.

The following URL [http://opensource.samsung.com/opensource/SMART\\_AT\\_051/seq/0](http://opensource.samsung.com/opensource/SMART_AT_051/seq/0) leads to the download page of the source code made available and open source license information as related to this product. This offer is valid to anyone in receipt of this information.



## To turn on the Wi-Fi connection for your dryer

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The Wi-Fi network is automatically connected when the dryer starts operation. To manually control the Wi-Fi connection, press and hold **Temp.** and **Smart Control** for simultaneously 3 seconds to toggle the Wi-Fi connection on or off.

- The number 1 indicates the Wi-Fi connection is on while 0 refers to disconnection.

# SAVE THESE INSTRUCTIONS

# Installation requirements

---

Read through the following instructions before installing the dryer and keep this manual for future reference.

## **WARNING**

Certain internal parts are intentionally not grounded and may present a risk of electric shock only during servicing.

Service Personnel - Do not contact the following parts while the appliance is energized: Control board and inlet valve.

## Key installation requirements

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- A grounded electrical outlet.
- A power cord for electric dryers (except in Canada).
- Gas lines (for gas models) that must meet national and local regulations.
- An exhaust system made of rigid metal or flexible stiff-walled metal exhaust ducting.

## **WARNING**

Remove the door from all discarded appliances to prevent a child from suffocating.

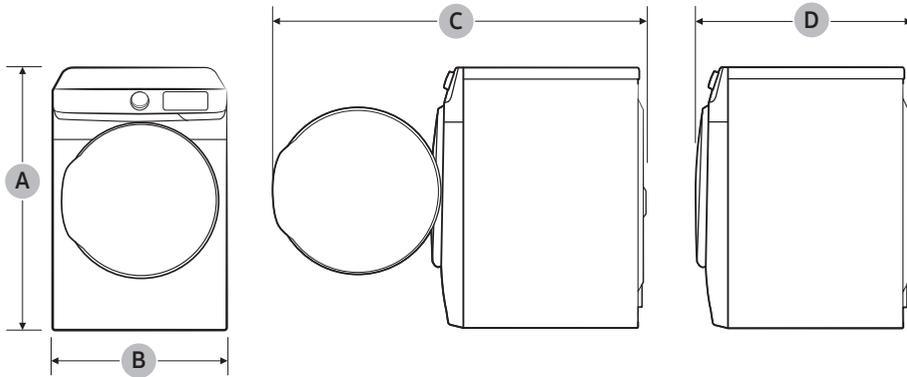
## Location considerations

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The dryer should be located where there is enough space at the front for loading the dryer, and enough space behind for the exhaust system. This dryer is factory-ready for the rear exhaust option. To exhaust out the bottom, right or the left, use the accessory exhaust kit. Instructions are included with the kit. Make sure the room in which the dryer is located has enough fresh air. The dryer must be located where there are no air-flow obstructions. For gas dryers, adequate clearance must be maintained as noted on the data plate to ensure adequate air for combustion and the proper dryer operation.

The dryer must not be installed or stored in an area where it will be exposed to water and/or weather. The dryer area must be kept clear of combustible materials, gasoline, and other flammable vapors and liquids. A dryer produces combustible lint. The area around the dryer should be kept lint-free.

## Dimensions



	Type	Front loading dryer
Dimensions (in. (mm))	A. Overall height	38.7 (984)
	B. Width	27.0 (686)
	C. Depth with door open	DVE(G)50BG8300* : 53.1 (1348) DVE(G)45B6300* : 52.9 (1344)
	D. Depth	DVE(G)50BG8300* : 31.4 (798) DVE(G)45B6300* : 31.3 (794)

# Installation requirements

## Clearance requirement

This clearance requirement is applicable for dryers only.

### NOTE

- For washer's clearance requirement, see the washer's user manual.
- If the washer and dryer have different clearance requirements, use the one with the larger value.

## Alcove or closet installations

### WARNING

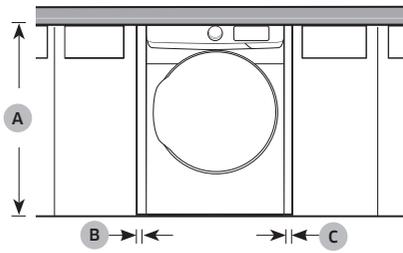
- The dryer must be exhausted to the outside to reduce the risk of fire when installed in an alcove or closet.
- No other fuel-burning appliance should be installed in the same closet as the dryer.
- Place the dryer at least 18 in. (460 mm) above the floor for garage installation.

Minimum clearance for stable operation:

Sides	Top	Rear	Front
1 in. (25 mm)	1 in. (25 mm)	4 in. (102 mm)	1 in. (25 mm)

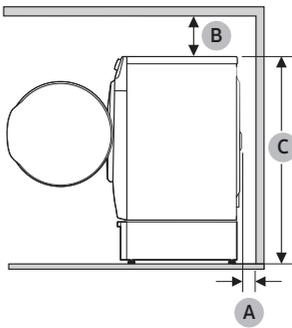
If both the washer and a dryer are installed in the same location, the front of the alcove or closet must have two unobstructed air openings for a combined minimum total area of 72 in.<sup>2</sup> (465 cm<sup>2</sup>).

### Undercounter installation



A	39.6 in. (1006 mm)
B	1 in. (25 mm)
C	1 in. (25 mm)

### Pedestal installation



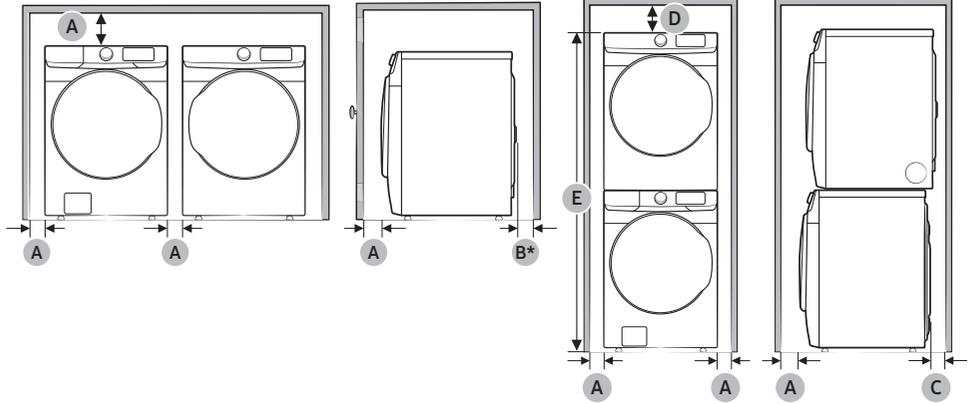
A	4 in. (102 mm)
B	6 in. (152 mm)
C	52.8 in. (1341 mm)

# Installation requirements

This clearance requirement is applicable for washer and dryer pair installation.

## Side by side installation

## Stacked installation (Model: SKK-8K)



Models	DVE(G)50BG8300*	DVE(G)45B6300*
A	1 in. (25 mm)	
B*	4 in. (102 mm)	
C	4.6 in. (117 mm)	5.1 in. (129 mm)
D	6 in. (152 mm)	
E	78.5 in. (1994 mm)	

**(B\*)**: This clearance requirement only applies to the dryer. For washer's clearance requirement, see the washer's user manual.

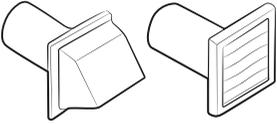
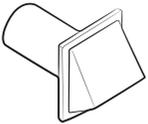
Minimum space **(B\*)** of 4" is required for best dryer performance. In case of insufficient space for duct installation, properly sized vent kit is needed.

### NOTE

#### Stacking (MODEL NO: SKK-8K)

Many of Samsung's washers and dryers can be stacked to maximize usable space. You can purchase an optional stacking kit from your Samsung retailer. For details about stacking and compatible models, refer to the user manual included in the stacking kit you purchase.

## Ducting requirements

Weather hood type	Recommended	Use only for short-run installation
	 <p>4" (10.2 cm)</p>	 <p>2.5" (6.4 cm)</p>
No. of 90° elbows	Rigid	Rigid
0	80 ft. (24.4 m)	74 ft. (22.6 m)
1	68 ft. (20.7 m)	62 ft. (18.9 m)
2	57 ft. (17.4 m)	51 ft. (15.5 m)
3	47 ft. (14.3 m)	41 ft. (12.5 m)

### NOTE

\* Use a 4-inch (10.2 cm) diameter rigid aluminum or galvanized steel duct.

### If you integrate the dryer's vent system with an existing exhaust system:

- Make sure the exhaust system meets all applicable local, state, and national regulations.
- Verify you are not using flexible plastic duct.
- Make sure to check for and remove all lint buildup from inside the existing ducts.
- Confirm the duct is not kinked or crushed.
- Make sure the exhaust hood damper opens and closes freely.

### Manometer measurements

The static pressure in any exhaust system must not exceed 0.83 inches of water column or be less than 0. Note that these values are measured with the dryer running with a manometer presented to the exhaust duct that connects to the dryer. The dryer tumbler must be empty and lint filter clean.

# Installation requirements

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## Exhausting requirements

---

The dryer must not be exhausted into a chimney, a wall, a ceiling, an attic, a crawl space, or a concealed space of a building. Exhausting the dryer to the outside will prevent large amounts of lint and moisture from being blown into the room.

### In the United States and Canada

- All dryers must be exhausted to the outside.
- The required exhaust duct is 4 inches (10.2 cm) in diameter.
- See “**Ducting requirements**” in the “**Installation**” section for the maximum duct length and number of bends that can be used.
- The total length of flexible metal duct must not exceed 7’10 1/2” (2.4 m).
- Do not assemble the duct with screws or other fasteners that extend into the duct and catch lint.
- **For the United States only:** Use only those foil-type flexible ducts, if any, specifically identified for use with the appliance by the manufacturer and that comply with the Outline for Clothes Dryer Transition Duct. Use Subject 2158A.

### Outside the United States and Canada

- Refer to the local codes.

#### **WARNING**

- You must exhaust the dryer to the outside to reduce the risk of fire when you install the dryer in an alcove or closet.
- Do not use a plastic or non-metal flexible duct.
- If your existing ductwork is plastic, non-metal, or combustible, replace it with metal.
- Use only a metal exhaust duct that is non-flammable to ensure containment of exhaust air, heat, and lint.

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## Gas requirements

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### WARNING

- Use only natural or LP (liquid propane) gases.
- The installation must be conformed with local codes, or in the absence of local codes, with the national fuel gas code, ANSI Z223.1/NFPA 54, latest revision(for the UNITED STATES), or with the natural gas and propane installation code, CSA B149.1(for Canada).
- Gas dryers are equipped with a burner vent for use with natural gas. If you plan to use your dryer with LP (liquid propane) gas, it must be converted for safe and proper performance by a qualified service technician. **(LNG models only)**

You must check the burner of your model and use the proper LP Kit accordingly. To check the detail information of the burner, open the door and check the rating label location on the door frame.

- 20,000 BTU: LPKIT-4/XAA (DC98-04114A)
- 22,000 BTU: LPKIT-3/XAA (DC99-00792A)
- A 1/2" (1.27 cm) gas supply line is recommended and must be reduced to connect to the 3/8" (1 cm) gas line on your dryer. The National Fuel Gas Code requires that an accessible, approved manual gas shut-off valve be installed within 6" of your dryer.
- Gas dryers installed in residential garages must be raised 18 inches (46 cm) above the floor.
- Additionally, a 1/8" (0.3 cm) N.P.T. (National Pipe Thread) plugged tapping, accessible for test gauge connection, must be installed immediately upstream of your dryer's gas supply connection.
- Your dryer must be disconnected from the gas supply pipe system during any pressure testing of the system.
- Do not reuse old flexible metal gas lines. Flexible gas lines must be designed and certified by the standard for connectors for Gas Appliances, ANSI Z21.24 • CSA 6.10.

### NOTE

- Your dryer uses an automatic ignition system to ignite the burner. There is no constant burning pilot.
- Any pipe joint compound used must be resistant to the action of any liquefied petroleum gas.
- As a courtesy, most local gas utilities will inspect a gas appliance installation.

# Installation requirements

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## Commonwealth of Massachusetts installation instructions

Your dryer must be installed by a licensed plumber or gas fitter. A “T” handle manual gas valve must be installed in the gas supply line to your dryer. If a flexible gas connector is used to install your dryer, the connector can be no longer than 3’ (36”).

### **WARNING**

- Gas leaks may occur in your system, creating a dangerous situation.
- Gas leaks may not be detected by smell alone.
- Gas suppliers recommend you purchase and install a UL-approved gas detector.
- Install and use in accordance with the manufacturer’s instructions.

## Electrical requirements

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The wiring diagram is located on the plate under the control panel or rear frame.

### **WARNING**

- Improperly connecting the equipment grounding conductor can result in a risk of electric shock. Check with a qualified electrician or serviceman if you are in doubt as to whether your dryer is properly grounded. Do not modify the plug provided with your dryer – if it doesn’t fit the outlet, have a proper outlet installed by a qualified electrician.
- To prevent unnecessary risk of fire, electrical shock, or personal injury, all wiring and grounding must be done in accordance with local codes, or in the absence of local codes, in accordance with the National Electrical Code, ANSI/NFPA No. 70-Latest Revision (for the U.S.) or the Canadian Electrical Code CSA C22.1 – Latest Revisions and local codes and ordinances. It is your responsibility to provide adequate electrical service for your dryer.
- All gas installations must be done in accordance with the national Fuel Code ANSI/Z2231 – Latest Revision (for the U.S.) or CAN/CGA – B149 Installation Codes – Latest Revision (for Canada) and local codes and ordinances.

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## Grounding

This dryer must be grounded. In the event of a malfunction or breakdown, the ground will reduce the risk of electrical shock by providing a path of least resistance for the electrical current.

### Gas models

#### WARNING

- Your dryer has a cord with an equipment-grounding conductor and a grounding plug. The plug must be plugged into an appropriate outlet that is properly installed and grounded in accordance with all local codes and ordinances.
- Do not modify the plug provided with your dryer – if it doesn't fit the outlet, have a proper outlet installed by a qualified electrician.
- Do not connect the ground wire to plastic plumbing lines, gas lines, or hot water pipes.

### Electric models

#### WARNING

- Your dryer has an optional cord with an equipment-grounding conductor and a grounding plug. This cord is sold separately.
- The plug must be plugged into an appropriate outlet that is properly installed and grounded in accordance with all local codes and ordinances.
- Do not modify the plug provided with your dryer – if it doesn't fit the outlet, have a proper outlet installed by a qualified electrician.
- If a power cord is not used and the electric dryer is to be permanently wired, the dryer must be connected to a permanently grounded metal wiring system, or an equipment grounding conductor must be run with the circuit conductors and connected to the equipment grounding terminal or lead on the dryer.

# Installation requirements

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## Electrical connections

Before operating or testing, follow all grounding instructions in the “**Grounding**” section. An individual branch (or separate) circuit serving only your dryer is recommended.

Do not use an extension cord.

## Gas models – U.S. and Canada

A 120 volt, 60 Hz AC approved electrical service with a 15-ampere fuse or circuit breaker is required.

## Electric models – U.S. only

Most U.S. dryers require a 120 / 240 volt, 60 Hz AC approved electrical service. Some require 120 / 208 volt, 60 Hz approved electrical service. The electric service requirements can be found on the data label located behind the door. A 30-ampere fuse or circuit breaker on both sides of the line is required.

- If a power cord is used, the cord should be plugged into a 30-ampere receptacle.
- The power cord is not provided with U.S. electric model dryers. This cord is sold separately.

## Risk of Electric Shock

### **WARNING**

When local codes allow, you can connect the dryer’s electrical supply with a new power supply cord kit, marked for use with a dryer, that is U.L. listed and rated at a minimum of 120 / 240 volts, 30-amperes with three No. 10 copper wire conductors terminated with closed loop terminals, open-end spade lugs with turned up ends, or with tinned leads.

- Do not reuse a power supply cord from an old dryer. The power cord electric supply wiring must be supported at the dryer cabinet by a suitable UL-listed strain relief.
- Grounding through the neutral conductor is prohibited for (1) new branch-circuit installations, (2) mobile homes, (3) recreational vehicles, and (4) areas where local codes prohibit grounding through the neutral conductor. (Use a 4-prong plug for a 4 wire receptacle, NEMA type 14-30R.)

## Electric models – Canada Only

A 120 / 240 volt, 60 Hz AC approved electrical service fused through a 30-ampere fuse or circuit breaker on both sides of the line is required.

### **NOTE**

All Canadian models are shipped with the power cord attached. The power cord should be plugged into a 30-ampere receptacle. In Canada, you may convert a dryer to 120 / 208 volts.

# Installation

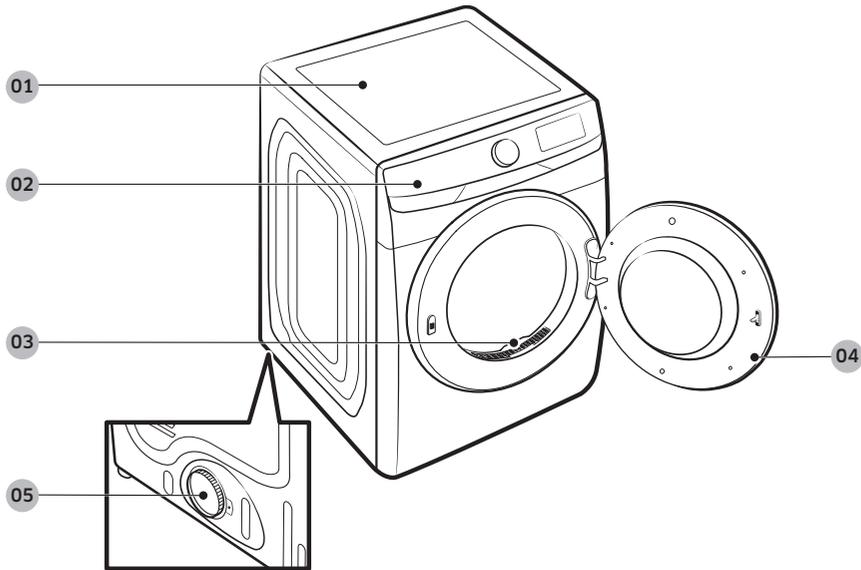
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This dryer must be installed by a qualified technician. The installer is responsible for connecting the dryer to the main power while observing the relevant safety regulations of your area.

## What's included

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Make sure all the parts are included in the product package. If you have a problem with the dryer or the parts, contact a local Samsung customer center or the retailer.



01 Worktop

02 Control panel

03 Lint filter

04 Door

05 Exhaust duct

# Installation

## Parts supplied



Y-connector



Water hose (Canadian elec. models only)



Short water hose

## Tools needed for installation



Pliers



Cutting knife



Pipe wrench  
(gas models only)



Nut screwdriver



Level



Phillips screwdriver



Duct tape



Wrench



LPG-safe compound  
or Teflon Tape (for gas  
installation)

### WARNING

Packing materials can be dangerous to children. Keep all packing materials (plastic bags, polystyrene, etc.) out of children's reach.

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## Step-by-step installation

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Make sure you have a qualified technician install the dryer. Step by step installation instructions start below.

- Do not remove the protective film on the door before completing the product installation. If you remove the protective film before the installation is complete, the door may get scratched or damaged during installation.
- Make sure the installation location allows enough space for the dryer door to be fully open.

### STEP 1 Install the exhaust system

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1. Select a location and move the dryer to the site. For easy access, we recommend you install the dryer in the same location as your washer.
2. To change the door direction, see “**Door reversal**” on page 36.
3. Install the exhaust system as instructed in the “**Exhaust ducting guide**” section.

#### CAUTION

Before installing your dryer, remove the packing in the duct.

#### NOTE

- To move the dryer easily, lay two of the carton cushions from the packaging on the floor. Tip the dryer on its side so it lies across both cushion-tops. Push the dryer so that it is near its final location, and then set the dryer upright.
- Secure room around the dryer to facilitate ducting and wiring.

### STEP 2 Connect the gas line (for gas models)

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Before connecting the gas line, make sure you have read the “**Gas requirements**” section on page 21.

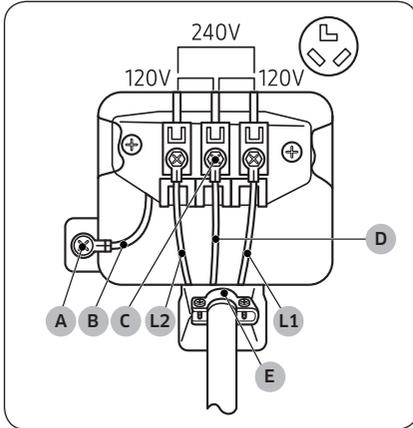
1. Remove the protective cap from the gas pipe.
2. Apply an LPG (Liquefied Petroleum Gas)-safe compound or 1.5 wraps of Teflon tape to all threaded connections.
3. Connect the gas supply to the dryer. An additional fitting is required to connect the 3/4” (1.9 cm) female thread end of a flexible connector to the 3/8” (1 cm) male threaded end on the dryer. Tighten up the fitting over all threads.
4. Turn on the gas supply, and check for any leaks using a soap solution. If a leak is found, tighten the connections and try again. Do not use an open flame to check for gas leaks.

# Installation

## STEP 3 Connect the electrical wiring (for electric models)

Before connecting the electrical wiring, make sure you have read the “**Electrical requirements**” section on page 22.

### 3-wire system



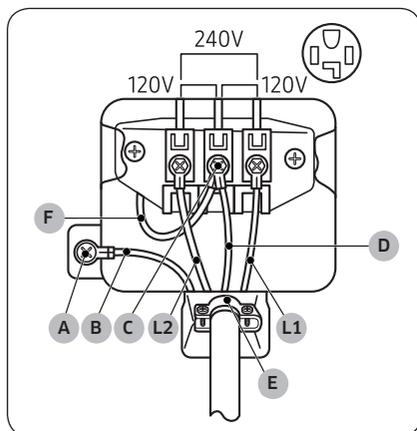
- A. External ground connector
- B. Neutral grounding wire (white)
- C. Center silver-colored terminal block screw
- D. Neutral wire (white or center wire)
- E. 3/4" (1.9 cm) UL-listed strain relief

1. Loosen or remove the screws from the center terminal block.
2. Connect the neutral wire (white or center wire) of the power cable to the center, silver-colored terminal screw of the terminal block. Tighten the screws.
3. Connect the other wires to outer terminal block screws. Tighten the screws.
4. Tighten the strain relief screws.
5. Insert the terminal block cover into the rear panel of the dryer. Then, secure the cover with a hold-down screw.

#### ⚠ CAUTION

- To convert from the 4-wire system to 3-wire system, connect the ground strap to the terminal block support to ground the dryer frame to the neutral conductor.
- Ring-type terminals are recommended. If using strap terminals, make sure they are tightened.
- Connect the power cord and check L1/L2/N voltage. If the voltage is low, it may not heat properly. Review the “**Electrical requirements**” section on page 22 if needed.

## 4-wire system



- A. External ground connector
- B. Neutral grounding wire (white)
- C. Center silver-colored terminal block screw
- D. Neutral wire (white or center wire)
- E. 3/4" (1.9 cm) UL-listed strain relief
- F. Neutral wire (white or center wire)

1. Remove the external ground connector's screw and connect the ground wire (green or unwrapped) of the power cable to the screw.

### ⚠ CAUTION

- To connect the ground wire to the neutral position without through contact A (cabinet ground), contact a technician. This is not user serviceable.
  - Ring-type terminals are recommended. If using strap terminals, make sure they are tightened.
2. Loosen or remove the screws from the center terminal block.
  3. Connect the neutral wire (white or center wire) and ground wire (white) to the center screw of the terminal block. Tighten the screw.
  4. Connect the other wires to the outer terminal block screws. Tighten the screws.
  5. Tighten the strain relief screws.
  6. Insert the tab of the terminal block cover into the rear slot of the dryer. Secure the cover with a hold-down screw.

### ⚠ CAUTION

Connect the power cord and check L1/L2/N voltage. If the voltage is low, it may not heat properly. Review the "Electrical requirements" section on page 22 if needed.

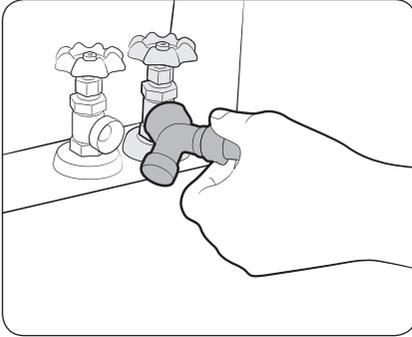
### ⚠ WARNING

- All U.S. models are designed for a 3-wire system connection. The dryer frame is grounded to the neutral conductor at the terminal block. A 4-wire system connection is required for new or remodeled construction, mobile homes, or if local codes do not permit grounding through neutral. If you use the 4-wire system, you cannot ground the dryer frame to the neutral conductor at the terminal block.
- Remove the terminal block cover plate. Insert the power cord with a UL-listed strain relief through the hole provided in the cabinet near the terminal block.
- A strain relief must be used. Do not loosen the nuts already installed on the terminal block. Be sure they are tight. Use a 3/8" (1 cm) deep well socket.
- Since January 1, 1996, the national electric code requires that new wiring (not existing) utilize a 4-wire connection to this dryer.

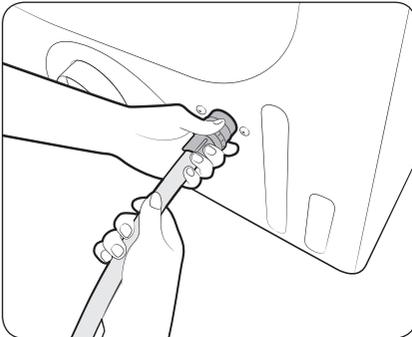
# Installation

## STEP 4 Connect the water hose

The dryer must be connected to a cold water tap using the provided water hoses.



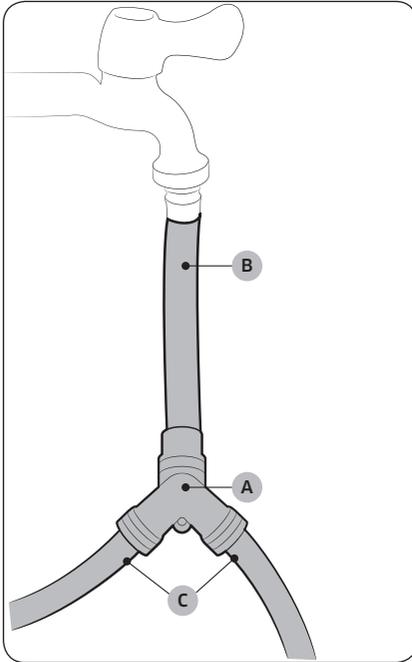
1. Close the cold water tap. If you have a washer's cold water hose attached to the cold water tap, unscrew and remove the hose. Then, connect the female end of the Y-connector to the cold water tap.
2. Connect the straight end of the water hose to the Y-connector. Tighten the hose coupling by hand.
3. Using pliers, tighten the coupling an additional two-thirds turn. Do not overtighten. You can damage the coupling.



4. Connect the angled end of the water hose to the filling valve at the bottom rear of the dryer. Turn the coupling by hand until it is tight.
5. Using pliers, tighten the coupling an additional two-thirds turn. Do not overtighten. You can damage the coupling.
6. If you detached the cold water hose from your washer, attach the hose to the open end of the Y-connector, tighten the coupling by hand until it is tight, and then, using a pliers, tighten an additional two-thirds turn.
7. Open the cold water tap, and then check for any leaks.

If the Y-connector cannot be directly connected to the cold water tap, use the short hose. See the **"Using the short hose as an extension"** section on page 31.

### Using the short hose as an extension

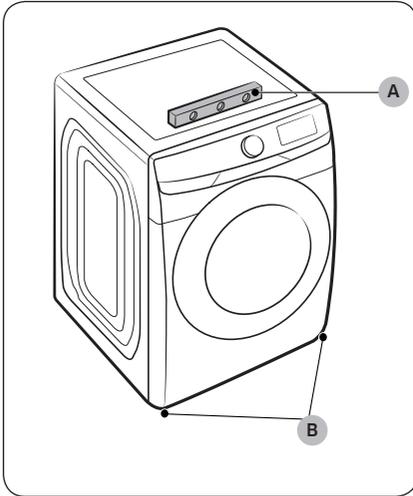


1. Close the cold water tap. If you have a washer's cold water hose attached to the cold water tap, unscrew and remove the hose. Then, connect the **short hose (B)** to the cold water tap. Turn the coupling by hand until it is tight.
2. Using pliers, tighten the coupling an additional two-thirds turn. Do not overtighten. You can damage the coupling.
3. Connect the **Y-connector (A)** to the brass male end of the short hose. Turn the coupling by hand until it is tight.
4. Using pliers, tighten the coupling an additional two-thirds turn. Do not overtighten. You can damage the coupling.
5. Connect the angled end of the **water hoses (C)** to the filling valve at the bottom rear of the dryer. Turn the coupling by hand until it is tight.
6. Using pliers, tighten the coupling an additional two-thirds turn. Do not overtighten. You can damage the coupling.
7. If you detached the cold water hose from your washer, attach the hose to the free end of the Y-connector, tighten the coupling by hand until it is tight, and then, using a pliers, tighten an additional two-thirds turn.
8. Open the cold water tap, and then check for any leaks.

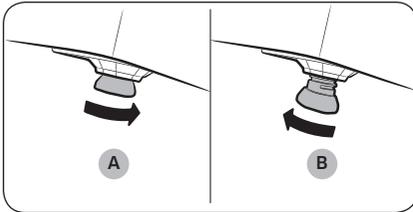
# Installation

## STEP 5 Level the dryer

To ensure optimal performance, the dryer must be level.



Using a **level (A)**, check if the dryer is level side to side and then front to back. If the dryer is not level, turn the **leveling feet (B)** clockwise to lower the dryer or counterclockwise to raise the dryer.



### NOTE

- To set the dryer to the same height as your washer, fully **retract (A)** the leveling feet by turning them counterclockwise, then **loosen (B)** the feet by turning them clockwise. Once the dryer is the same height as the washer, follow the directions above to level the dryer.
- Adjust the leveling feet only as much as necessary to level the dryer. Extending the leveling feet more than necessary can cause the dryer to vibrate.

---

## STEP 6 Power on (for gas models)

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Make sure all gas connections, the exhaust line, and all wiring is connected correctly. Then, plug the power cord into a power source and check the dryer's installation and operation using the final checklist in Step 7 below.

## STEP 7 Final Check

---

When installation is complete, confirm that:

- The dryer is plugged into an electrical outlet and grounded properly.
- The exhaust ductwork is connected, and the joints are taped.
- You have used rigid or stiff-walled flexible metal duct material, not plastic flexible duct.
- The dryer is level and is sitting firmly on the floor.
- The dryer starts, runs, heats, and shuts off properly.
- The gas is supplied properly with no leaks (For gas models only).

### CAUTION

The burner may not ignite initially due to air in the gas line. Allowing your dryer to operate on a heat setting will purge the line. If the gas does not ignite within 5 minutes, turn your dryer off and wait 5 minutes. Be sure the gas supply to your dryer has been turned on. To confirm gas ignition, check the exhaust for heat.

## Vent blockage test

---

After the dryer is installed, start the Vent Blockage Test to check if the duct system is properly installed. The Vent Blockage Test automatically detects the status of the ducts and reports any blockage or problems. Proper ducting can reduce drying time and save energy.

### NOTE

The Vent Blockage Test must run when the dryer is cool. If the dryer warms up after the installation check, run the **AIR FLUFF** cycle for several minutes to reduce its internal temperature.

# Installation

---

## Running the vent blockage test

1. Make sure the drum is empty, and then close the door. (If there are any clothes or other items in the drum, the test will not give accurate results.)
2. Press the **Power** button to turn the dryer on, then simultaneously press and hold the **Adjust Time**  $\wedge$  and **Dryness** buttons for 3 seconds. “InS” appears in the dryer’s display. (If you have started other procedures before the Vent Blockage Test, the dryer will not enter the Vent Blockage Test mode.)
3. Press the **Start/Pause (Hold to Start)** button. The Vent Blockage Test starts immediately. During the test, the number indicator makes a circle in 6 clockwise steps. The test takes about 2 minutes. Do not open the door during the test.
4. After 2 minutes, when the test is complete, the results are displayed and the dryer sounds a tone. If status of the duct system is normal, “0” appears and the dryer sounds a completion tone. If the duct system cannot exhaust properly, the check code appears, and the dryer sounds an alarm tone. For description about the code, see the “**Installation check codes**” section on page 35.  
If there are any other problems, an information code appears in the display. For description about the code, see the “**Information codes**” section on page 58.
  - To stop or cancel the Vent Blockage Test, press the **Power** button to turn off your dryer.
  - The results remain on the display for about 5 minutes and then automatically turn off. You can turn the results off immediately by pressing the **Power** button.

### NOTE

- During or after the test, the internal drum is hot. Use caution to prevent burns. The Vent Blockage Test is used to check for problems in the current duct system when the dryer is installed for the first time.
- If the test result displays check code (the duct system is blocked), refer to the “**Ducting requirements**” section on page 19 and the “**Exhaust ducting guide**” section below, and then take proper measures to correct any problems. If the test is suspended, it could result in incorrect results. Follow the proper procedures when testing the dryer.
- Even if the test result is normal (“0”), the duct system could be blocked slightly. Properly install all duct work according to the installation instructions in this manual.

## Installation check codes

Check code	Meaning	Solution
0	Vent condition is good.	
C1g (Cg)	The vent is clogged.	<ol style="list-style-type: none"> <li>1. Clean the lint filter.</li> <li>2. Check your vent condition. (Refer to the “<b>Ducting requirements</b>” section)</li> </ol> * You must take measures (such as cleaning) through expert personnel.
C80 (C8)	About 80 % of the vent is clogged. (This may decrease the drying performance.)	
C90 (C9)	Over 90 % of the vent is clogged. (This may lead to poor drying performance or cause malfunction)	
Ct	The internal temperature of the dryer is too low (below 32 °F (0 °C)) or too high (over 104 °F (40 °C)) and therefore vent blockage cannot be detected.	Leave the dryer at room temperature (41~95 °F (5~35 °C)) for an hour and check again.
tC	Temperature sensor error	Contact a service center.
C1	Unit is detecting items inside the drum or there is an error on the dry sensor.	Remove items from the drum and check again. If the problem continues, contact a service center.
dC	Unit is detecting door is open	Close the door properly and check again. If the problem continues, contact a service center.
9C1	Abnormal voltage detected	Check the power connection. (Refer to the “ <b>Connect the electrical wiring (for electric models)</b> ” section) If the problem continues, contact a service center.
HC	Detection of abnormal temperature in drum.	Check the power connection. Check the vent condition if the problem continue, contact a service center.

# Installation

## Exhaust ducting guide

### Ducting

1. Make sure the dryer is installed properly so the air exhausts freely.
2. Use 4-inch rigid metal ducts. Tape all joints including the dryer connection. Never use lint-trapping screws.
3. To facilitate the exhaust, keep the ducts as straight as possible.

### Cleaning

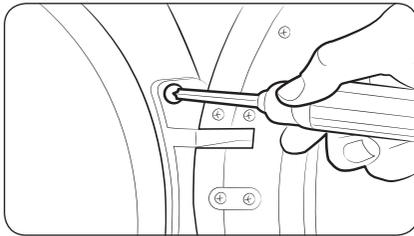
Clean all old ducts before installing the dryer, and make sure the vent flap opens and closes freely. We recommend that you clean the exhaust system annually or on a regular basis.

#### **WARNING**

- To prevent fire, do not use plastic, thin-foil, or non-metal flexible ducts of any kind.
- Do not use a poor exhaust system because it slows down the dryer's performance.
- Do not use excessively long ducts that have multiple elbows.
- Do not use crushed or clogged venting or ducts.

## Door reversal

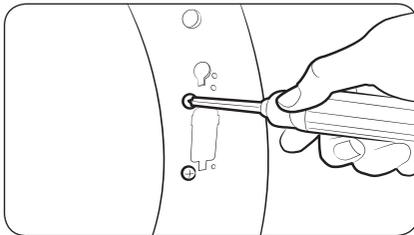
### Type 1



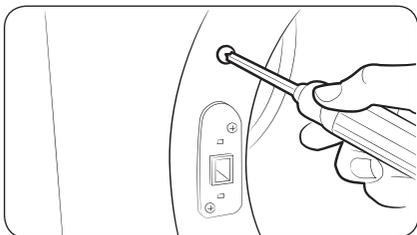
1. Put a soft rug on the floor to rest the door on after you have removed it. This will prevent the door from being scratched.
2. Unplug the power cord.
3. Remove two door hinge screws.
4. Lift the door and remove it.

#### **NOTE**

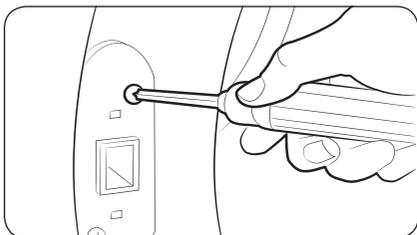
There is a screw on the back side of the hinge that will support the door as you unscrew the hinge screws.



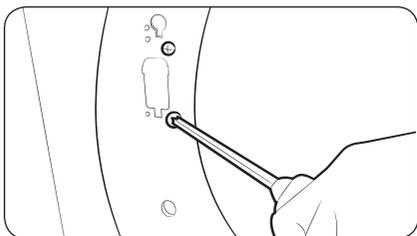
5. Remove the two screws that are above and below the cut-out in the frame front.



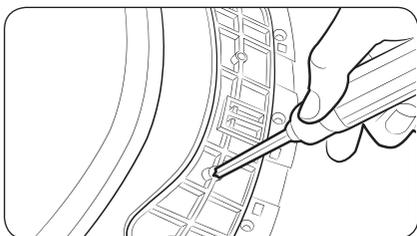
6. Remove the two screws above and below the lever holder on the opposite side of the door opening.



7. Remove the two screws that hold the lever holder in place, and then remove the lever holder.



8. Re-insert the two screws that held the lever holder into the same screw holes, and then tighten.

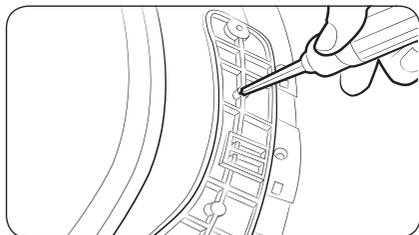


9. Remove the single screw from the back of the door hinge.

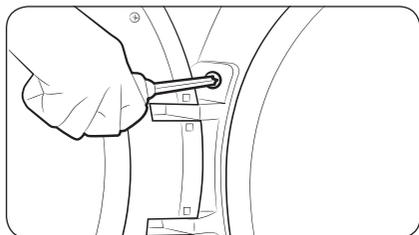
 **NOTE**

This is the screw that supports the door against the frame so you can unscrew or screw in the hinge without needing to support the door yourself.

# Installation



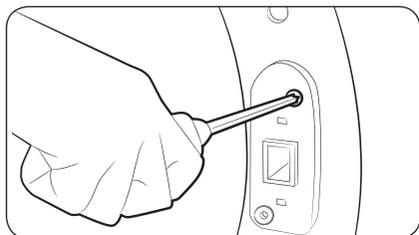
10. Insert the screw you just removed into the other screw hole on the back of the door hinge, and then tighten.



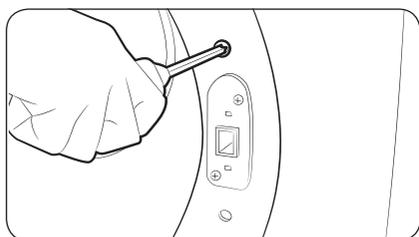
11. Place the door on the other side, and then reattach it to the dryer.

**NOTE**

Insert the head of the screw on the back of the hinge into the hole above the cut out in the frame, and then slide the door hinge down until it stops. Make sure the protrusion on the back of the hinge is pressed into the cut out before you tighten the hinge screws.



12. Push the lever holder into the cut out on the other side of the door opening. Insert screws, and then tighten as shown.



13. Re-attach the remaining screws to the remaining holes above and below the lever holder, and then tighten.

# Before you start

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Here are a few things you should know before starting your dryer.

## Sort and load

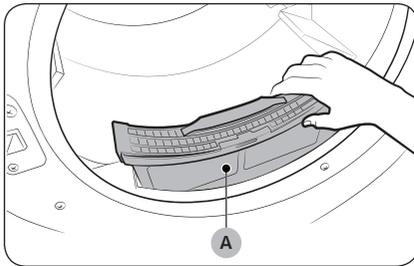
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- Put one wash load in the dryer at a time.
- Do not mix heavy and lightweight items together.
- To improve drying efficiency for one or two items, add a dry towel to the load.
- For best results, untangle items before inserting them into the dryer. Tangled items may degrade the drying efficiency or cause the door to open.
- Overloading reduces the tumbling action, resulting in uneven drying and wrinkling.
- Unless recommended on the care label, do not dry woolens or fiberglass items.
- Avoid drying unwashed items.
- Do not dry items soiled with oil, alcohol, gasoline, etc.

## Functional prerequisite

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### Lint filter



To prevent a risk of fire, make sure to clean the lint filter before or after every load.

1. Turn off the dryer.
2. Open the door and pull out the **lint filter (A)** from inside the drum.
3. Open the lint filter by separating it at the top. Remove the lint, and then clean the lint filter.
4. Close the lint filter, reinsert the lint filter into the dryer, and then close the dryer door.

#### CAUTION

- Do not operate the dryer without the lint filter in place.
- Do not use a damaged or broken lint filter. This may reduce performance and/or cause fire.

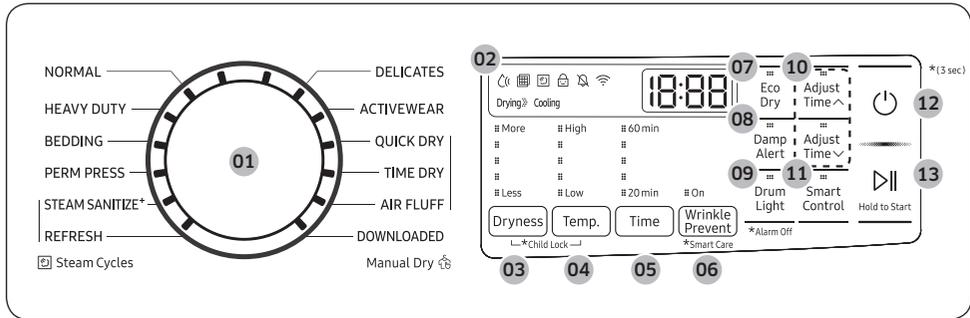
# Operations

## ⚠ WARNING

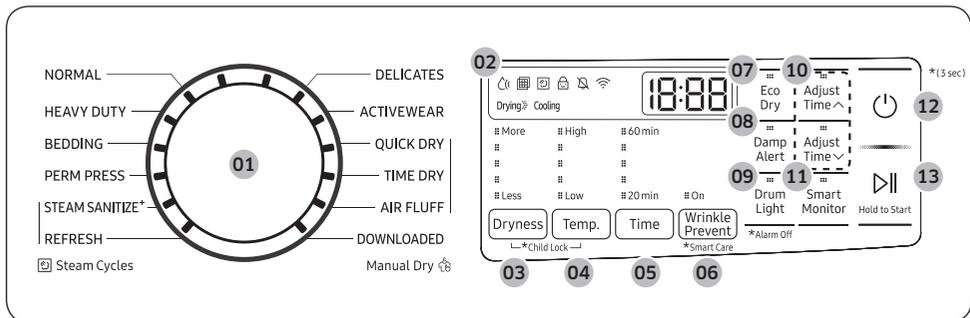
To reduce the risk of fire, electric shock, or injury, read the **“Safety information”** before operating this appliance.

## Control panel

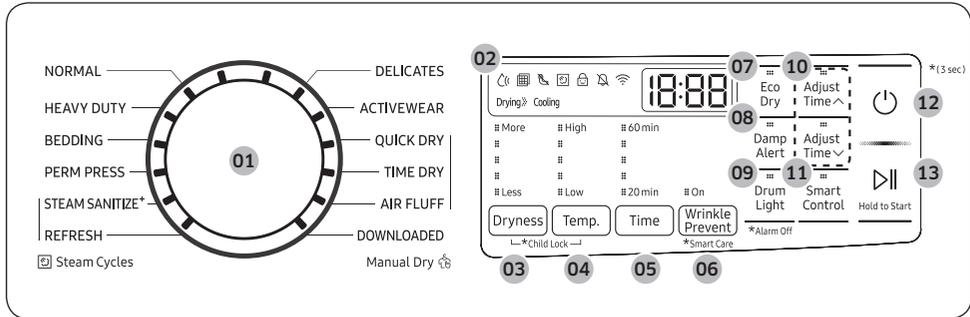
### DVE45B6300\*



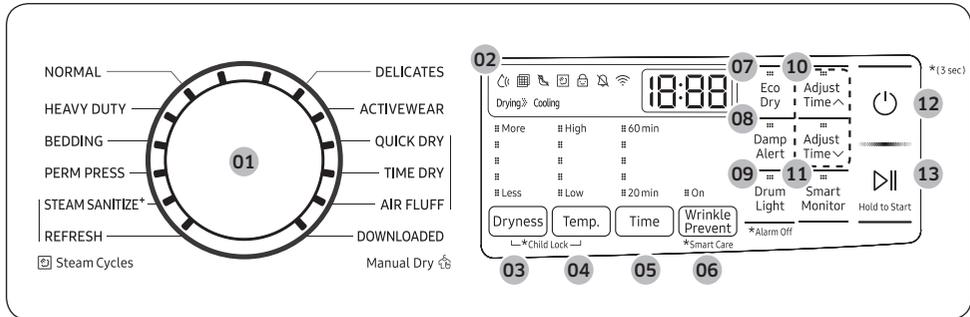
### DVG45B6300\*



## DVE50BG8300\*



## DVG50BG8300\*



<p><b>01 Cycle Selector</b></p>	<p>Turn the Cycle Selector to select the desired cycle. The indicator by the cycle name lights up.</p> <ul style="list-style-type: none"> <li>• <b>Steam Cycles:</b> The dryer sprays water into the drum to deodorize clothes and reduce static electricity and wrinkles.</li> <li>• <b>Manual Dry:</b> The drying time is fixed.</li> </ul>
<p><b>02 Digital Graphic Display</b></p>	<p>Displays all cycle information, including the cycle time, information code, and operating status. For information about the icons, see the “Icon description” section on page 44.</p>

# Operations

<p><b>03 Dryness</b></p>	<p>Press to select a dry level. You can select from 5 different options (Less to More). Please refer to following recommendations to select the appropriate dryness.</p> <ul style="list-style-type: none"> <li>• For larger or bulkier loads, select More for complete dryness.</li> <li>• For items that needs to lay flat or hang to dry, use Less to partially dry items.</li> </ul> <p> <b>NOTE</b></p> <p>This option is not available with <b>REFRESH, STEAM SANITIZE<sup>+</sup>, ACTIVEWEAR, TIME DRY, QUICK DRY,</b> and <b>AIR FLUFF</b>.</p>
<p><b>04 Temp.</b></p>	<p>Temperature can only be adjusted in <b>TIME DRY</b> cycle.</p> <p>Press to change the temperature of the current cycle. You can select from 5 different options (Low to High). Please select the appropriate temperature depending on the items in the load.</p> <ul style="list-style-type: none"> <li>• <b>High:</b> For sturdy cottons or those labeled Tumble Dry.</li> <li>• <b>Medium:</b> For permanent press, synthetics, lightweight cottons, or items labeled Tumble Dry Medium.</li> <li>• <b>Low:</b> For heat sensitive items labeled Tumble Dry Low or Tumble Dry Warm. Provides the lowest heated drying temperature possible.</li> </ul>
<p><b>05 Time</b></p>	<p>Press <b>Time</b> to select a drying time for the selected cycle. This is available only with <b>TIME DRY, QUICK DRY,</b> and <b>AIR FLUFF</b>. This button is not available for Sensor Dry cycles because exact drying times are determined by fluctuating humidity levels.</p>
<p><b>06 Wrinkle Prevent</b></p>	<p>Wrinkle Prevent provides approximately 180 minutes of intermittent tumbling in unheated air at the end of the cycle to reduce wrinkling. Press <b>Wrinkle Prevent</b> to activate this feature. The load is dry and can be removed at any time during the Wrinkle Prevent cycle.</p>
<p><b>07 Eco Dry</b></p>	<p>This function is available with <b>NORMAL</b> and <b>TIME DRY</b>. With the Eco Dry activated, drying takes a longer time but power consumption is reduced. The drying time can be extended by up to 3 times normal depending on the temperature and load.</p>
<p><b>08 Damp Alert</b></p>	<p>This alert is available for all Sensor Dry cycles except for <b>ACTIVEWEAR</b>. Available dry levels are 2, 3, 4 and 5 (More).</p> <p>If a load contains mixed fabrics, the <b>Damp Alert</b> indicator blinks when average dryness of the items in the load is 80 % dry. This lets you take items that you don't want fully dried or that dry quickly out of the dryer early while letting others continue to dry.</p>
<p><b>09 Drum Light</b></p>	<p>Press to turn the interior lamp on or off. The lamp stays lit for 2 minutes after it has turned on, regardless of whether the power is on or off or the door is open or closed, and then turns off automatically.</p>

<b>10 Adjust Time</b>	You can change the set time for the selected cycle. This is available only with <b>TIME DRY</b> , <b>QUICK DRY</b> , and <b>AIR FLUFF</b> . To change the cycle time, press <b>Adjust Time</b> ^ or <b>Adjust Time</b> v until the desired time is displayed.
<b>11 Smart Control</b> (DVE45B6300*, DVE50BG8300* models only) / <b>Smart Monitor</b> (DVG45B6300*, DVG50BG8300* models only)	After connecting the Tumble Dryer to your home network using the SmartThings app, you can control or monitor the dryer remotely. When started, the Smart Control (Smart Monitor) indicator blinks. The dryer enters waiting mode and waits for remote commands.
<b>12 Power</b>	Press to turn on/turn off the dryer.
<b>13 Start/Pause (Hold to Start)</b>	Press and hold to start operation or press to stop operation.

 **NOTE**

Do not take extremely tangled items from your washer and put them into the dryer. They can degrade the drying efficiency of the dryer or cause the door to open. We recommend that you untangle the items before putting them into the dryer. Also, do not put objects on the dryer, especially on the control panel.

 **CAUTION**

Do not spray water directly onto the control panel. This may cause a system failure.

# Operations

## Icon description

	Sensor Dry	This icon appears when the dryer operates the cycle which senses the internal humidity to determine the drying time.
	Filter Check	This icon displays after every load as a reminder to clean the lint filter. Clean the lint filter before every cycle and make sure the filter is properly inserted before starting a cycle.
	Vent Sensor (DVE(G)50BG8300* models only)	The dryer features a vent sensor that detects and notifies you when it is time to clean the ductwork. The  indicator lets you know the status of the duct.
	Steam	This icon appears when the dryer is in steam process. The dryer sprays water into the drum to deodorize clothes and reduce static electricity and wrinkles.
	Child Lock	This icon indicates that Child Lock is on. For more information on Child Lock, see page 50.
	Alarm Off	This icon indicates that the alarm is off. For more information on Alarm Off, see page 51.
	Wi-Fi	This icon indicates that the dryer is connected to Wi-Fi.

## Simple steps to start

1. Press **Power** to turn the dryer on.
2. Turn the **Cycle Selector** to select a cycle.
3. Change the cycle settings (**Dryness**, **Temp.**, and **Time**) as necessary.
4. Select desired options as necessary.
5. Press and hold **Start/Pause (Hold to Start)**.

### To change the cycle during operation

1. Press **Start/Pause (Hold to Start)** to stop operation.
2. Select a different cycle, and repeat steps 2-4 above if necessary.
3. Press and hold **Start/Pause (Hold to Start)** again to start the new cycle.

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## Cycle overview

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### Standard Cycles

Cycle	Description
<b>NORMAL</b>	For most fabrics including cottons and linens. You can use the Eco Dry function in this cycle. For more information, see Eco Dry in the “ <b>Control panel</b> ” section.
<b>HEAVY DUTY</b>	For drying items made out of heavy fabrics, such as jeans, corduroys, or work clothes, with high temperature heat.
<b>BEDDING</b>	For bulky items such as blankets, sheets, and comforters.
<b>PERM PRESS</b>	For drying wrinkle-free cottons, synthetic fabrics, knits, and permanent press fabrics automatically.
<b>STEAM SANITIZE<sup>+</sup></b>	Use to sanitize items by applying steam and high-temperature heat to the fabric. This cycle can make items soft and reduce smells. Confirm that the laundry load is wet or partially wet before starting this cycle.
<b>REFRESH</b>	Use to smooth out wrinkles and reduce odors in loads of one to four items. With this cycle selected, a small amount of water is sprayed into the dryer drum after several minutes of tumbling with heat. Before removing the laundry, confirm that the laundry load is dry.
<b>DELICATES</b>	For heat-sensitive items at a low drying temperature.
<b>ACTIVWEAR</b>	For exercise wear and outdoor wear such as sports jerseys, training pants, water-repellent jackets, and other performance clothing. Thick fabrics like a zipper or velcro closure of a jacket, or training socks may not be completely dried.
<b>DOWNLOADED</b>	<ul style="list-style-type: none"><li>• Select to choose from more cycles available on the SmartThings app on your smartphone.</li><li>• Available cycles: TOWELS, SANITIZE, SHIRTS, DENIM, WOOL, ECO NORMAL, LOW TEMP, RACK DRY, WRINKLE AWAY</li><li>• Factory setting: WRINKLE AWAY</li></ul>

# Operations

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## Manual Dry

You can change the drying settings manually to your preference.

Cycle	Description
QUICK DRY	A quick drying cycle that runs for 30 minutes.
TIME DRY	You can specify a cycle time in minutes. If TIME DRY is selected, the Eco Dry function is enabled by default. For more information, see Eco Dry in the “ <b>Control panel</b> ” section.
AIR FLUFF	Tumbles the load in room temperature air.

## Cycle chart

### NOTE

For best results, follow the load size recommendations for each dry cycle.

- Large load: Fill the drum to about 3/4 full. Do not add items over this level as they need to tumble freely.
- ◐ Medium load : Fill the drum to about 1/2 full.
- ◑ Small load : Fill the drum with 3-5 items, not more than 1/4 full.

Cycle	Recommended items	Load size	Dry level
NORMAL	Cottons, work clothes, linens, mixed loads	●	Normal dry (Adjustable)
HEAVY DUTY	Heavy fabrics such as jeans, corduroys, heavy work clothes	●	Normal dry (Adjustable)
BEDDING	Bulky items such as blankets, sheets, comforters, pillows	●	Normal dry (Adjustable)
PERM PRESS	Shirts, synthetic fabrics, knits, wrinkle-free cottons, permanent press	◐	Normal dry (Adjustable)
STEAM SANITIZE <sup>†</sup>	Bedding, curtains, children's clothing	◐	Very dry (Not adjustable)
REFRESH	Shirts, trousers, comforters, pillows	◑	-
DELICATES	Underwear, blouses, lingerie	◐	Normal dry (Adjustable)
ACTIVEWEAR	Water-repellent wear, performance clothes, sports wear (Maximum : 4 lbs)	◐	Normal dry (Not adjustable)
QUICK DRY	Small loads	◑	-
TIME DRY	Any load	●	-
AIR FLUFF	Foam, rubber, plastic	◑	-

# Operations

## NOTE

● : factory setting, ○ : can be selected

Cycle	Functions (Temp. Control)					Time
	High	⋮	⋮	⋮	Low	
NORMAL		●				
HEAVY DUTY	●					
BEDDING	●					
PERM PRESS			●			
STEAM SANITIZE <sup>+</sup>	●					
REFRESH	●					
DELICATES					●	
ACTIVEWEAR		●				
QUICK DRY	●					○
TIME DRY	●	○	○	○	○	○
AIR FLUFF						○

Cycle	Options			
	Adjust Time	Damp Alert	Eco Dry	Wrinkle Prevent
NORMAL		○	○ (DVE(G)45B6300*) ● (DVE(G)50BG8300*)	○
HEAVY DUTY		○		○
BEDDING		○		○
PERM PRESS		○		○
STEAM SANITIZE <sup>+</sup>				○
REFRESH				○
DELICATES		○		○
ACTIVEWEAR				○
QUICK DRY	○			○
TIME DRY	○		●	○
AIR FLUFF	○			○

## Drying guide

The best way to dry items is to follow the instructions on the care label. If no drying instructions are provided, see the following table for reference.

Items	Description
<b>Bedspreads &amp; Comforters</b>	Follow the care label instructions or dry using Bedding. <ul style="list-style-type: none"><li>• Make sure the item is thoroughly dry before using or storing.</li><li>• May require repositioning in the drum to ensure even drying.</li></ul>
<b>Blankets</b>	Use Normal and dry only one blanket at a time for best tumbling action. <ul style="list-style-type: none"><li>• Make sure blankets are thoroughly dry before using or storing.</li></ul>
<b>Curtains &amp; Draperies</b>	Use PERM PRESS and the Medium temperature setting to help minimize wrinkling. <ul style="list-style-type: none"><li>• Dry curtains and draperies in small loads for best results and remove as soon as possible after the cycle is complete.</li></ul>
<b>Cloth Diapers</b>	Use Normal and the Medium temperature setting for soft, fluffy diapers.
<b>Down-filled Items (jackets, sleeping bags, comforters, etc.)</b>	Use Normal and the Medium temperature setting. <ul style="list-style-type: none"><li>• Add a couple of dry towels to absorb moisture and shorten drying time.</li></ul>
<b>Foam Rubber (rug backs, stuffed toys, shoulder pads, etc.)</b>	Do not dry on a heat setting. <b>⚠ WARNING</b> Drying a rubber item with heat may damage it or cause a fire.
<b>Pillows</b>	Use Normal. <ul style="list-style-type: none"><li>• Add a couple of dry towels and a pair of clean sneakers to help the tumbling action and to fluff the pillows.</li><li>• Do not dry kapok or foam pillows using a heated drying cycle.</li></ul>
<b>Plastics (shower curtains, outdoor furniture covers, etc.)</b>	Use TIME DRY and the Low temperature settings depending on the care label instructions.

### **⚠ WARNING**

Do not dry:

- Fiberglass items (curtains, draperies, etc.)
- Woolens, unless recommended on the label
- Items spotted or soaked with vegetable or cooking oils

# Operations

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## Special features

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### Child Lock

Child Lock prevents children from playing with the dryer. When Child Lock is activated, all buttons except for the **Power** button are disabled.

To activate/deactivate Child Lock, simultaneously press and hold **Dryness** and **Temp.** for 3 seconds.

#### NOTE

Once Child Lock is activated, it will remain active even after you restart the dryer. If other buttons, except for the **Power** button, do not respond, check the Child Lock indicator. If the indicator is on, follow the instructions above to turn Child Lock off.

### Smart Care

To enable this function, you must first download the Samsung Smart Washer/Dryer app at the Play Store or the App Store and install it on a mobile device featuring a camera function. The Smart Care function has been optimized for Galaxy & iPhone series (applicable models only).

1. When the dryer detects an issue to check, an information code appears on the display. To enter Smart Care mode, press and hold **Wrinkle Prevent** for 3 seconds.
2. The dryer starts the self-diagnosis procedure and displays an information code if a problem is detected.
3. Run the Samsung Smart Washer/Dryer app on your mobile device, and then tap **Smart Care**.
4. Put the mobile device close to the dryer's display so that the smartphone camera and the dryer face each other. The app automatically recognizes the information code.
5. When the information code is recognized correctly, the app provides detailed information about the problem with applicable solutions.

#### NOTE

- The function name, Smart Care, may differ depending on the language.
- If light is reflected off the dryer's display, the app may fail to recognize the information code.
- If the app fails to recognize the information code, you can enter the code manually in the app.

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## Alarm off

You can turn the alarm on or off. When the alarm is off, the melody of cycle completion and the power-off beep will not sound. However, the other sounds stay active.

- Press and hold **Drum Light** for 3 seconds.
- Your setting will be retained even after you turn off the dryer. You can turn the alarm back on by pressing and holding the same button for 3 seconds.

## DOWNLOADED cycle

You can choose from more cycles available on the SmartThings app on your smartphone.

1. On your smartphone, select the **DOWNLOADED** cycle.  
You can choose from TOWELS, SANITIZE, SHIRTS, DENIM, WOOL, ECO NORMAL, LOW TEMP., RACK DRY, and WRINKLE AWAY.
2. Press **Power** on your dryer.
3. Turn the **Cycle Selector** to **DOWNLOADED**.
4. Press and hold **Start/Pause (Hold to Start)**.

# Operations

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## SmartThings

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### Wi-Fi connection

On your smartphone, go to **Settings**, turn on the wireless connection, and then select your AP (Access Point).

- This appliance supports the Wi-Fi 2.4 GHz protocols.

### Download

On an app market (Google Play Store, Apple App Store, Samsung Galaxy Apps), find the SmartThings app using the search term "SmartThings". Download and install the app on your device.

#### NOTE

The app is subject to change without notice for improved performance.

### Log in

You must first log into SmartThings with your Samsung account. To create a new Samsung account, follow the instructions in the app. You don't need a separate app to create your account.

#### NOTE

If you have a Samsung account, use the account to log in. A registered Samsung smartphone user automatically logs in.

### To register your appliance to SmartThings

1. Make sure your smartphone is connected to a wireless network. If not, go to **Settings** and turn on the wireless connection, and then select your AP (Access Point).
2. Open **SmartThings** on your smartphone.
3. If the "A new device is found." message appears, select **Add**.
4. If no message appears, select **+** and then select your appliance from the list of devices available. If your appliance is not listed, select **Device Type > Specific Device Model**, and then add your appliance manually.
5. Register your appliance to the SmartThings app.
  - a. Add your appliance to SmartThings. Make sure your appliance is connected to SmartThings.
  - b. When registration is complete, then name of your appliance appears on your smartphone.

# Maintenance

Keep the dryer clean to prevent decreased performance and to lengthen its life.

## WARNING

Certain internal parts are intentionally not grounded and may present a risk of electric shock only during servicing.

Service Personnel - Do not contact the following parts while the appliance is energized: Control board and inlet valve.

## Vent sensor

The dryer features a vent sensor that detects and notifies you when it is time to clean the ductwork. The  indicator lets you know the status of the duct.

Level	 Indicator	Status	Action
0	Off	The ductwork is not clogged.	
1	On	<ul style="list-style-type: none"><li>The duct or lint filter is clogged.</li><li>The pressure applied to the duct is high because the duct is too long or bent.</li></ul>	<ul style="list-style-type: none"><li>Check the lint filter or duct and clean if necessary.</li><li>Check the duct connections and shorten or straighten the duct if necessary.</li></ul>
2	Blinking with the alarm	<ul style="list-style-type: none"><li>The duct or lint filter is severely clogged.</li><li>The pressure applied to the duct is very high because the duct is too long or bent.</li></ul>	<ul style="list-style-type: none"><li>Check and clean the lint filter or duct and make sure they are not clogged.</li><li>Check the duct connections and shorten or straighten the duct work.</li></ul>

If the vent sensor detects a level 2 state, the  starts to blink with a 5-second alarm after the completion of the current cycle, and the blinking will continue for 3 hours. If you press **Power** or open the door, the dryer powers off immediately.

## NOTE

- For duct installation, see “**Exhaust ducting guide**”.
- The dryer may keep running even if the duct is clogged, but the drying time will be extended.
- If the indicator turns on for the first time and is solid (not blinking), check and clean the lint filter and/or duct.
- If the indicator turns on again later, it is because the duct is installed or connected with some restrictions (it's too long or has too many bends). This is not a system failure. However, drying time may be extended or the drying performance may be degraded.

# Maintenance

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## Cleaning

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### Control panel

- Clean with a soft, damp cloth. Do not use abrasive substances.
- Do not spray liquid cleaning agents directly onto the dryer display.
- Some laundry pre-treatment soil and stain removers may damage the control panel.
- When using liquid cleaning agents, apply them to the cleaning cloth. Do not apply them directly to the dryer. Wipe up any spills or overspray immediately.

### Drum

- Remove any stains from the drum with an all-purpose cleaner.
- Tumble old towels or rags to remove any remaining stains or cleaning substances. Stains may still be visible, but will not affect subsequent loads.

### Powder coated drum

To clean the powder coated drum, use a damp cloth with a mild, non-abrasive cleaner suitable for easily marred surfaces.

Remove cleaner residue and dry with a clean cloth.

### Dryer exterior

- Clean with a soft, damp cloth. Do not use abrasive substances.
- Protect the surface from sharp objects.
- Do not place any heavy or sharp objects or a detergent container on the dryer. They can scratch or damage the top cover of the dryer.
- The dryer has a high-gloss finish on the entire surface. Be careful not to scratch or damage the surface.

### Exhaust system

- Check and clean the exhaust system on a regular basis to maintain optimum performance.
- The external exhaust hood must be cleaned frequently to ensure proper air flow.

# Troubleshooting

## Checkpoints

If the dryer operates abnormally, first check the list of problems in the table below and try the suggested actions.

Problem	Action
Does not run.	<ul style="list-style-type: none"><li>• Make sure the door is latched shut.</li><li>• Make sure the power cord is plugged into a live electrical outlet.</li><li>• Check your home's circuit breakers or fuses.</li><li>• Press or tap <b>Start/Pause (Hold to Start)</b> again if the door was opened during a cycle.</li><li>• Clean the lint filter.</li></ul>
Does not heat.	<ul style="list-style-type: none"><li>• Check your home's circuit breakers or fuses.</li><li>• Some cycles do not require heat. Check the selected cycle again.</li><li>• For a gas dryer, make sure the gas supply is on.</li><li>• Clean the lint filter and exhaust duct.</li><li>• The dryer may have moved into the cool-down phase of the cycle.</li><li>• Turn off the Eco Dry option for the <b>NORMAL</b> or <b>TIME DRY</b> cycles. When the Eco Dry option is on, the dryer performs an air dry process in the beginning of the cycle to reduce energy consumption. The air dry process does not use heated air, so you may feel that the dryer is not being heated, but this is normal.</li></ul>
Does not dry.	<ul style="list-style-type: none"><li>• Check all of the above, plus...</li><li>• Make sure the exhaust hood outside your home can open and close freely.</li><li>• Check the exhaust system for lint buildup. Ducting should be inspected and cleaned annually.</li><li>• Use a 4" rigid metal exhaust duct.</li><li>• Do not overload. 1 wash load = 1 dryer load.</li><li>• Dry heavy items and light weight items separately.</li><li>• Large, bulky items, such as blankets or comforters, may require repositioning to ensure even drying.</li><li>• Make sure that your washer is draining properly and extracting adequate water from the load.</li><li>• The load may be too small to tumble properly. Add a few towels and restart the dryer.</li><li>• The load may be too large to tumble properly. Remove some items and restart the dryer.</li><li>• Clean the lint filter.</li></ul>

# Troubleshooting

Problem	Action
Is noisy.	<ul style="list-style-type: none"> <li>• Check the load for objects such as coins, loose buttons, nails, etc. Remove promptly.</li> <li>• It is normal to hear the dryer gas valve or heating element cycle on and off during the drying cycle.</li> <li>• Make sure the dryer is leveled properly as outlined in the installation instructions.</li> <li>• It is normal for the dryer to hum due to the high velocity of air moving through the dryer drum, fan, or exhaust system.</li> </ul>
Dries unevenly.	<ul style="list-style-type: none"> <li>• Seams, pockets, and other similarly heavy areas may not be completely dry when the rest of the load has reached the selected dryness level. This is normal. You can choose a higher dryness level or a cycle that involves a higher dryness level.</li> <li>• If one heavy item is dried with a light weight load, such as one towel with sheets, it is possible that the heavy item will not be completely dry when the rest of the load has reached the selected dryness level.</li> <li>• For the best drying results, dry heavy items and light weight items separately.</li> </ul>
Has odors.	<ul style="list-style-type: none"> <li>• Household odors from paint, varnish, strong cleaners, etc. may enter the dryer with the surrounding room air. This is normal as the dryer draws the air from the room, heats it, pulls it through the tumbler, and exhausts it outside.</li> <li>• When these odors linger in the air, completely ventilate the room before using the dryer.</li> <li>• Use the <b>REFRESH</b> cycle. If odors persist, wash and dry the items again.</li> </ul>
Lint on clothes.	<ul style="list-style-type: none"> <li>• Make sure the lint filter is cleaned before every load. For clothes that naturally build up lint, clean the filter during the cycle.</li> <li>• Some fabrics are lint producers (for example, a fuzzy white cotton towel) and they must be dried separately from clothes that are lint trappers (for example, a pair of black linen pants).</li> <li>• Divide larger loads into smaller loads for drying.</li> <li>• Check pockets thoroughly before drying, then dry clothes.</li> <li>• Remove lint inside the drum before drying a load.</li> </ul>
Items still wrinkled after Wrinkle Prevent (Wrinkle Away, Wrinkle Release).	<ul style="list-style-type: none"> <li>• Small loads of 1 to 4 items work best.</li> <li>• Load fewer items. Load similar-type items.</li> <li>• Take out the items immediately after drying is complete.</li> </ul>
Water drips from the nozzle when the Steam cycles starts.	<ul style="list-style-type: none"> <li>• This is steam condensation. The dripping water will stop after a short time.</li> </ul>

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Problem	Action
<b>Sprayed water is not visible during Steam cycles.</b>	<ul style="list-style-type: none"><li>• Sprayed water is difficult to see when the door is closed.</li></ul>
<b>Extended time.</b>	<ul style="list-style-type: none"><li>• Sensor Dry automatically senses the moisture in the load and shuts the dryer off when the selected dryness level is reached. The drying time can change according to the type and amount of laundry. See the cycle chart for reference.</li></ul>

If a problem persists, contact a local Samsung service center.

# Troubleshooting

## Information codes

If the dryer fails to operate, you may see an information code on the display panel. To determine what you should do, check the list of codes in the table below, and then try the suggested actions.

Code	Action
dC	Operating the dryer with the door open. <ul style="list-style-type: none"><li>• Make sure the door is properly closed.</li><li>• Make sure laundry is not caught in the door.</li></ul>
FC	Invalid power source frequency. <ul style="list-style-type: none"><li>• Try restarting the cycle.</li><li>• If this information code remains, contact a Samsung service center.</li></ul>
AC	Electronic control problem (Invalid Communication). <ul style="list-style-type: none"><li>• Contact a Samsung service center.</li></ul>
HC	High temperature heating check. <ul style="list-style-type: none"><li>• Clean the lint filter.</li><li>• If this information code remains, contact a Samsung service center.</li></ul>
9C1	The electronic control needs to be checked. <ul style="list-style-type: none"><li>• Check if power is supplied properly.</li><li>• If the information code remains, contact a Samsung service center.</li></ul>
tC	The Thermistor1 resistance is very low or high. <ul style="list-style-type: none"><li>• Check for a clogged lint screen.</li><li>• Check if the vent system is restricted.</li><li>• If this information code remains, contact a Samsung service center.</li></ul>
tC5	The Thermistor2 resistance is very low or high. <ul style="list-style-type: none"><li>• Check for a clogged lint screen.</li><li>• Check if the vent system is restricted.</li><li>• If this information code remains, contact a Samsung service center.</li></ul>
dF	Incorrect door switch. <ul style="list-style-type: none"><li>• Contact a Samsung service center.</li></ul>
3C	The PBA needs to be checked. <ul style="list-style-type: none"><li>• Unplug the power plug and contact a Samsung service center.</li></ul>
Clg (Cg)	The vent is clogged. <ul style="list-style-type: none"><li>• Clean the lint filter.</li><li>• Check your vent condition. (Refer to the “<b>Ducting requirements</b>” section)</li></ul>

If any information code keeps appearing on the display, contact a Samsung service center.

# Specifications

## Fabric care chart

The following symbols provide garment care direction. The clothing care labels include symbols for drying, bleaching, ironing, and dry cleaning. The use of symbols ensures consistency among garment manufacturers of domestic and imported items. Follow care label directions to optimize garment life and reduce laundering problems.

### Wash cycle

	Normal
	Permanent press/Wrinkle resistant/Wrinkle control
	Gentle/Delicates
	Hand wash

### Water temperature

	Hot
	Warm
	Cold

### NOTE

The Water Temperature table lists appropriate wash water temperatures for various items. The temperature range is 106-126 °F (41-52 °C) for Hot, 84-106 °F (29-41 °C) for Warm, and 61-84 °F (16-29 °C) for Cold. (Wash water temperature must be a minimum of 61 °F (16 °C) for detergent activation and effective cleaning.)

### Bleach

	Any bleach (when needed)
	Only non-chlorine (color-safe) bleach (when needed)
	Tumble dry

### Normal

	Permanent press/Wrinkle resistant/Wrinkle control
	Gentle/Delicates

### Special instructions

	Line dry/Hang to dry
	Drip dry
	Dry flat

### Heat setting

	High
	Medium
	Low
	Any heat
	No heat / Air

### Iron dry or steam temperatures

	High
	Medium
	Low

# Specifications

## Warning symbols for laundering

	Do not wash
	Do not wring
	Do not bleach
	Do not tumble dry
	No steam (added to iron)
	Do not iron

## Dry-clean

	Dry-clean
	Do not dry-clean
	Line dry / Hang to dry
	Drip dry
	Dry flat

## Protecting the environment

This appliance is manufactured from recyclable materials. If you decide to dispose of this appliance, please observe local waste disposal regulations. Cut off the power cord so that the appliance cannot be connected to a power source. Remove the door so that animals and small children cannot get trapped inside the appliance.

## Specification sheet

Type		Front loading dryer
Capacity (Cu.ft)		7.5
Water pressure (psi (kPa))		20-116 (137-800)
Weight	lb (kg)	119.0 (54)
Heater rating	Electric (W)	5300
	Gas (BTU/hr)	20000
Power consumption (W)		5400

# LIMITED WARRANTY (U.S.A.)

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## SAMSUNG DRYER

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### LIMITED WARRANTY TO ORIGINAL CONSUMER PURCHASER WITH PROOF OF PURCHASE AND/OR PROOF OF DELIVERY

This SAMSUNG brand product, as supplied and distributed by SAMSUNG ELECTRONICS AMERICA, INC. (SAMSUNG) and delivered new, in the original carton to the original consumer purchaser, is warranted by SAMSUNG against manufacturing defects in materials or workmanship for the following limited warranty periods, starting on the date of delivery to the original consumer purchaser:

One (1) Year All Parts and Labor

This limited warranty is valid only on products purchased and used in the United States that have been installed, operated, and maintained according to the instructions attached to or furnished with the product. To receive warranty service, the purchaser must contact SAMSUNG at the address or phone number provided below for problem determination and service procedures. Warranty service can only be performed by a SAMSUNG authorized service center. The original dated bill of sale and/or proof of delivery must be presented upon request to SAMSUNG or SAMSUNG's authorized service center to receive warranty service.

SAMSUNG will provide in-home service within the contiguous United States during the warranty period at no charge, subject to availability of SAMSUNG authorized servicers within the customer's geographic area. If in-home service is not available, SAMSUNG may elect, at its option, to provide transportation of the product to and from an authorized service center. If the product is located in an area where service by a SAMSUNG authorized servicer is not available, you may be responsible for a trip charge or required to bring the product to a SAMSUNG authorized service center for service.

To receive in-home service, product must be unobstructed and accessible to the service agent.

During the applicable warranty period, a product will be repaired, replaced, or the purchase price refunded, at the sole option of SAMSUNG. SAMSUNG may use new or reconditioned parts in repairing a product, or replace the product with a new or reconditioned product. Replacement parts and products are warranted for the remaining portion of the original product's warranty or ninety (90) days, whichever is longer. All replaced parts and products are the property of SAMSUNG and you must return them to SAMSUNG.

# LIMITED WARRANTY (U.S.A.)

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This limited warranty covers manufacturing defects in materials or workmanship encountered in normal household, noncommercial use of this product and shall not cover the following: damage that occurs in shipment, delivery, installation, and uses for which this product was not intended; damage caused by unauthorized modification or alteration of the product; product where the original factory serial numbers have been removed, defaced, changed in any way, or cannot be readily determined; cosmetic damage including scratches, dents, chips, and other damage to the product's finishes; damage caused by abuse, misuse, pest infestations, accident, fire, floods, or other acts of nature or God; damage caused by use of equipment, utilities, services, parts, supplies, accessories, applications, installations, repairs, external wiring or connectors not supplied or authorized by SAMSUNG; damage caused by incorrect electrical line current, voltage, fluctuations and surges; damage caused by failure to operate and maintain the product according to instructions; in-home instruction on how to use your product; and service to correct installation not in accordance with electrical or plumbing codes or correction of household electrical or plumbing (i.e., house wiring, fuses, or water inlet hoses). The cost of repair or replacement under these excluded circumstances shall be the customer's responsibility.

Visits by an authorized servicer to explain product functions, maintenance or installation are not covered by this limited warranty. Please contact SAMSUNG at the number below for assistance with any of these issues.

## EXCLUSION OF IMPLIED WARRANTIES

IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO ONE YEAR OR THE SHORTEST PERIOD ALLOWED BY LAW.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific rights, and you may also have other rights, which vary from state to state.

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## LIMITATION OF REMEDIES

YOUR SOLE AND EXCLUSIVE REMEDY IS PRODUCT REPAIR, PRODUCT REPLACEMENT, OR REFUND OF THE PURCHASE PRICE AT SAMSUNG'S OPTION, AS PROVIDED IN THIS LIMITED WARRANTY. SAMSUNG SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO TIME AWAY FROM WORK, HOTELS AND/OR RESTAURANT MEALS, REMODELING EXPENSES, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states do not allow exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific rights, and you may also have other rights, which vary from state to state.

SAMSUNG does not warrant uninterrupted or error-free operation of the product. No warranty or guarantee given by any other person, firm, or corporation with respect to this product shall be binding on SAMSUNG.

To obtain warranty service, please contact SAMSUNG at:

**Samsung Electronics America, Inc.**

**85 Challenger Road**

**Ridgefield Park, NJ 07660**

**1-800-SAMSUNG (726-7864)**

**[www.samsung.com/us/support](http://www.samsung.com/us/support)**

# Warranty (CANADA)

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## SAMSUNG DRYER

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### LIMITED WARRANTY TO ORIGINAL PURCHASER

This SAMSUNG brand product, as supplied and distributed by SAMSUNG ELECTRONICS CANADA, INC. (SAMSUNG) and delivered new, in the original carton to the original consumer purchaser, is warranted by SAMSUNG against manufacturing defects in materials and workmanship for a limited warranty period of:

- One (1) year part and labor

This limited warranty begins on the original date of purchase, and is valid only on products purchased and used in the Canada.

To receive warranty service, the purchaser must contact SAMSUNG for problem determination and service procedures.

Warranty service can only be performed by a SAMSUNG authorized service center.

The original dated bill of sale must be presented upon request as proof of purchase to SAMSUNG or SAMSUNG's authorized service center.

SAMSUNG will provide in-home service during the warranty period at no charge, subject to availability within the Canada.

In-home service is not available in all areas.

To receive in-home service, product must be unobstructed and accessible to the service agent.

If service is not available, SAMSUNG may elect to provide transportation of the product to and from an authorized service center.

SAMSUNG will repair, replace, or refund this product at our option and at no charge as stipulated herein, with new or reconditioned parts or products if found to be defective during the limited warranty period specified above.

All replaced parts and products become the property of SAMSUNG and must be returned to SAMSUNG.

Replacement parts and products assume the remaining original warranty, or ninety (90) days, whichever is longer.

This limited warranty covers manufacturing defects in materials and workmanship encountered in normal, noncommercial use of this product and shall not apply to the following: damage that occurs in shipment; delivery and installation; applications and uses for which this product was not intended; altered product or serial numbers; cosmetic damage or exterior finish; accidents, abuse, neglect, fire, water, lightning, or other acts of nature or God; use of products, equipment, systems, utilities, services, parts, supplies, accessories, applications, installations, repairs, external wiring or connectors not supplied or authorized by SAMSUNG that damage this product or result in service problems; incorrect electrical line voltage, fluctuations and surges; customer adjustments and failure to follow operating instructions, maintenance and environmental instructions that are covered and prescribed in the instruction book; product removal and reinstallation; problems caused by pest infestations.

This limited warranty does not cover problems resulting from incorrect electric current, voltage or supply, light bulbs, house fuses, house wiring, cost of a service call for instructions, or fixing installation errors.

SAMSUNG does not warrant uninterrupted or error-free operation of the product.

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EXCEPT AS SET FORTH HEREIN, THERE ARE NO WARRANTIES ON THIS PRODUCT EITHER EXPRESS OR IMPLIED, AND SAMSUNG DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY OR GUARANTEE GIVEN BY ANY PERSON, FIRM, OR CORPORATION WITH RESPECT TO THIS PRODUCT SHALL BE BINDING ON SAMSUNG.

SAMSUNG SHALL NOT BE LIABLE FOR LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE, OR INABILITY TO USE THIS PRODUCT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR SHALL RECOVERY OF ANY KIND AGAINST SAMSUNG BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT SOLD BY SAMSUNG AND CAUSING THE ALLEGED DAMAGE.

WITHOUT LIMITING THE FOREGOING, PURCHASER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE, OR INJURY TO PURCHASER AND PURCHASER'S PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF THE USE, MISUSE, OR INABILITY TO USE THIS PRODUCT.

THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THIS PRODUCT, IS NONTRANSFERABLE AND STATES YOUR EXCLUSIVE REMEDY.

Some provinces do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This warranty gives you specific rights, and you may also have other rights, which vary from province to province.

To obtain warranty service, please contact SAMSUNG at:

**Samsung Electronics Canada Inc.**

**2050 Derry Road West,**

**Mississauga, Ontario L5N 0B9 Canada**

**1-800-SAMSUNG (726-7864)**

**[www.samsung.com/ca/support](http://www.samsung.com/ca/support) (English)**

**[www.samsung.com/ca\\_fr/support](http://www.samsung.com/ca_fr/support) (French)**

Visits by a Service Engineer to explain functions, maintenance, or installation is not covered by warranty. Please contact the Samsung call center at the number above for help with any of these issues.

# Memo

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# Memo

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Scan the QR code\* or visit  
[www.samsung.com/spsn](http://www.samsung.com/spsn)  
to view our helpful  
How-to Videos and Live Shows

\*Requires reader to be installed on your smartphone

Scan this with your smartphone



Energy Star only applies to DVE(G)50BG8300\* model.

This product qualifies for ENERGY STAR in the factory default  
"Normal + Eco dry" setting.

If you change the factory default setting or enable other features,  
power consumption could increase and exceed the limits qualified  
for ENERGY STAR.

## QUESTIONS OR COMMENTS?

COUNTRY	CALL	OR VISIT US ONLINE AT
U.S.A	1-800-SAMSUNG (726-7864)	<a href="http://www.samsung.com/us/support">www.samsung.com/us/support</a>
CANADA	1-800-SAMSUNG(726-7864)	<a href="http://www.samsung.com/ca/support">www.samsung.com/ca/support</a> (English) <a href="http://www.samsung.com/ca_fr/support">www.samsung.com/ca_fr/support</a> (French)

# **EXHIBIT 13**

[Redacted]

[Redacted]

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[Redacted]

From: Chris Belson <chris.belson@pulsefinalmile.com>  
Sent: Thursday, March 27, 2025 7:29 PM  
To: Amanda Dreiling <adreiling@sea.samsung.com>; Araceli Landeros <araceli.landeros@pulsefinalmile.com>; Armando Chavez <armando.chavez@pulsefinalmile.com>; Jacob Crets <jacob.crets@pulsefinalmile.com>; Kevin Vidmar <kevin.vidmar@pulsefinalmile.com>; Chris Belson <chris.belson@pulsefinalmile.com>  
Cc: James McLaughlin <james.mc@sea.samsung.com>; Margo Robertson <m.robertson@sea.samsung.com>; PFM\_SEA\_SRLEADERSHIP <pfm\_sea\_srleadership@pulsefinalmile.com>  
Subject: Re: Dagrella v SEA - CCP 998 Offer

Please see attached Delivery Report.

There were two follow-up calls sent to this customer to initiate the claim process (1st call 12/18/24 2nd call 12/23/24) The customer would have been provided with our contact number (562)786-6031  
We have no record of the customer returning our call.

Here is our inbound call log showing no returned calls, no further action was taken, and no other communication attempts were made.

Apologies for the delay, this order dates back to pre-integration so most of our data and systems were stored in a different fashion.

The filters are turned on at the dashboard level.

ROWS FILTERS  
SEARCH CALLS  
7142928249

Total 0 Calls

Table with columns: From, To, Date / Time, Length, Direction, Call Type, Call Response. Content: No data matched the specified search criteria.

Chris Belson  
EVP of Operations  
P: 714-402-5149  
Address: 160 S. Old Springs Rd St. 220 Anaheim, Ca 92808  
Website: www.pulsefinalmile.com



Schedule time with me - Book Here

From: Amanda Dreiling  
Sent: Thursday, March 27, 2025 2:13 PM  
To: Araceli Landeros; Armando Chavez; Chris Belson; Jacob Crets; Kevin Vidmar  
Cc: James McLaughlin; Margo Robertson  
Subject: FW: Dagrella v SEA - CCP 998 Offer

Chris,  
This is the order I tested you about earlier today. I am looking for all communications Pulse had with Samsung and customer on below order, please note below time line is not complete. Please note this order is involved in a lawsuit, do not reach out to customer.

Order Information:

Table with columns: Plant, PO#, Delivery #, S/O #, Shipment #, Item #, Material, Quantity, DOCrDate, Ac.GI date, RDD, IOD@XDock, XDock ID, XDock flag. Contains 4 rows of order data.

Time Line:

Action	Date	Notes
Order Placed	8/11/2024	
RDD	8/13/2024	
Shipped	8/13/2024	
Delivered / Installed	8/13/2024	
Pulse contacted customer for post-delivery check in call	8/13/2024	Delivery and installation complete, no leaks or damages reported. Contacted customer for post call states team was extremely professional and polite during service
Warranty Service Request	9/2/2024	
Samsung Technician Visit	9/4/2024	technician advised: "this is considered cosmetic/physical damage and is not covered under the Samsung warranty, customer will be responsible for the cost of the repair" Operation/Noise/Vibration/Grinding Noise. Tech found frame damaged on the left side, the inside frame is crushed and left side outer frame is warped pushed inwards. <a href="#">Requesting pictures of this noted damage.</a>
Samsung CS Research/Communication	10/8/2024	Case Manager reached out to the customer to know if he needs a replacement or a refund for the dryer. As per customer somebody from Samsung told him that the dryer was not covered with the warranty that's why he filed a lawsuit.
Samsung CS Research/Communication	12/19/2024	<p>Email was sent to Pulse to file a claim with them since the damage of the dryer was caused by Installation. Pulse sent us an email saying that the delivery was completed on 8/13, upon inspection of the order, the photos uploaded of the completed delivery/installation show no damage in the area. A post-delivery call was completed with no concerns or issues reported and they contact the customer in regards to the alleged issue</p> 
Customer received a "post final mile" voicemail?	12/24/2024	<a href="#">What is this? From who?</a> Did Pulse call customer again?
Samsung CS Research/Communication	12/27/2024	We asked an update from Pulse if they contacted the customer already but no response from them
eComm Fulfillment Research/Communication	3/27/2025	Requesting Pulse to provide all additional information/communication they have on this order.

# **EXHIBIT 14**

1 JERRY R. DAGRELLA, Bar No. 219948  
 2 DAGRELLA LAW FIRM  
 3 11801 Pierce Street, 2nd Floor  
 4 Riverside, CA 92505  
 Telephone: (951) 710-3043  
 Facsimile: (951) 344-8372  
 Email: dagrella@lawyer.com

5 Attorney for Plaintiff  
 6 Jerry Dagrella

**FILED**  
 Superior Court of California  
 County of Riverside

**12/9/2016**  
**etoledo**

**By Fax**

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 10 COUNTY OF RIVERSIDE

12 JERRY DAGRELLA, an individual,  
 13 Plaintiff,

14 v.

15 WHIRLPOOL CORPORATION, a  
 16 Delaware Corporation doing business in  
 the State of California; and DOES 1  
 through 100, inclusive,  
 17 Defendants.

Case No. **RIC1616323**

**COMPLAINT FOR:**

1. Breach of Express Warranty and
2. Violation of *Bus. & Prof. Code* §17200

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COMPLAINT

Plaintiff Jerry Dagrella alleges as follows:

1. Plaintiff Jerry Dagrella ("Plaintiff") is a resident of Riverside County, California who owns numerous KitchenAid branded appliances, including a KitchenAid branded refrigerator manufactured, designed, warranted and sold by Whirlpool, that was purchased from Pacific Sales, a subsidiary of Best Buy.

2. Plaintiff is informed and believes and based thereon alleges that Defendant Whirlpool Corporation ("Whirlpool") is a Delaware corporation, headquartered in Michigan that conducts business in the State of California under Entity No. C0317824.

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

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

5. Whirlpool manufactured, marketed, advertised, warranted and sold, either directly or through its authorized distribution channels, all the KitchenAid branded appliances purchased by Plaintiff.

6. Whirlpool expressly warranted that within the warranty period, of one-year to ten-years depending on the defect, it would pay for factory specified parts and repair labor to correct defects in materials or workmanship.

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RIVERSIDE, CALIFORNIA 92505

1           7.     Despite Whirlpool's representations and warranties, each of the appliances  
 2 purchased by Plaintiff have had defects discovered during the warranty period, and Whirlpool  
 3 has, by its course of conduct, systematically refused to honor it warranty to pay for repair or  
 4 replacement of the appliances.

5           8.     Most recently, in November 2016, Plaintiff's KitchenAid branded refrigerator  
 6 stopped cooling in the freezer section. Plaintiff retained an independent service company with  
 7 excellent Yelp reviews to diagnose the problem and was told the refrigerator had a major freon  
 8 leak and significant issues with the sealed system, that all major internal parts would need  
 9 replacing and that the cost of parts and repair would exceed the value of the refrigerator.

10          9.     Whirlpool refused to accept the diagnostic assessment of the independent service  
 11 company retained by Plaintiff and, although not stated anywhere in the warranty, Whirlpool  
 12 required as a condition of honoring its warranty that Plaintiff pay a substantial fee—almost triple  
 13 the amount paid to the independent service company—for another diagnostic assessment  
 14 conducted by a Whirlpool retained technician.

15          10.    In December 2016, Whirlpool's technician diagnosed the problem and agreed with  
 16 the assessment of the independent technician, finding problems with the entire sealed system,  
 17 necessitating replacement of all major internal parts, including the condenser, compressor, both  
 18 evaporators and all tubing.

19          11.    Appointments for both the diagnostic check and the subsequent repair were  
 20 repeatedly and unilaterally rescheduled by the Whirlpool technician. When the repair date finally  
 21 arrived, the Whirlpool technician performed a "dummy" or "band-aid" style repair and did not  
 22 actually replace all the parts he previously ordered for replacement. Plaintiff was also charged  
 23 and duly paid for labor for replacing a portion of the tubing that the technician claimed was not  
 24 covered by the warranty. Soon after the technician left, both the freezer and fridge sections of the  
 25 refrigerator stopped working entirely, whereas before only the freezer section had stopped  
 26 cooling.

27          12.    Plaintiff is left with a refrigerator that is completely inoperative, which, to date,  
 28 Whirlpool has refused to replace. Instead, Whirlpool insists on playing further games of

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 RIVERSIDE, CALIFORNIA 92505

1 scheduling, cancelling and rescheduling service appointments to the maximum inconvenience of  
2 Plaintiff in order to avoid honoring its warranty obligations and hoping that Plaintiff will simply  
3 repair or replace the defective refrigerator himself at his own cost.

4 13. Plaintiff, an attorney, has never filed a lawsuit in his personal capacity against any  
5 company in nearly fifteen years of licensed practice. However, Plaintiff felt compelled to file this  
6 lawsuit to finally compel Whirlpool to abide by its warranty because Plaintiff experienced similar  
7 problems with Whirlpool when other major appliances purchased by Plaintiff also failed during  
8 the warranty periods and Plaintiff was ultimately forced to repair each appliance himself to avoid  
9 suffering the inconveniences associated with Whirlpool's warranty process, including multiple  
10 missed work days and prolonged delays without use of an important appliance that is used on a  
11 daily basis. As a direct and proximate result of Whirlpool's multiple breaches of the express  
12 warranties, Plaintiff suffered actual and consequential damages in the amount of at least  
13 \$10,000.00.

14 14. Plaintiff is informed and believes that Whirlpool intentionally and systematically  
15 engages in a course of conduct intended to avoid honoring its warranties with consumers in  
16 violation of *Business and Professions Code* section 17200. Specifically,

17 a. Whirlpool intentionally understaffs its warranty servicing department while  
18 heavily staffing its sales department. A consumer calling the warranty serving department will  
19 experience unacceptable hold times of 45 minutes to 1 ½ hours, while a consumer calling the  
20 sales department is immediately transferred to an available representative. Whirlpool clearly  
21 prioritizes sales, to maximum revenue.

22 b. As a policy, Whirlpool refuses to accept the diagnostic assessment of any  
23 independent service tech retained by the consumer. Although not stated anywhere in the  
24 warranty, Whirlpool requires as a condition of honoring its warranty that the consumer pay a  
25 substantial fee, almost triple that which is customary in the industry, for another diagnostic  
26 assessment conducted by a Whirlpool retained technician.

27 c. Appointments for both the diagnostic check and the subsequent repair are  
28 repeatedly and unilaterally rescheduled by the Whirlpool technician at the last minute to force the

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1 consumer to miss multiple work days to make the household and major appliance available for  
2 Whirlpool's technicians at their pleasure and convenience and at maximum inconvenience to the  
3 consumer. Indeed, Whirlpool's designated repair tech company has more 1-star reviews on Yelp  
4 than any other repair tech company in the area. With almost universal negative customer  
5 feedback, any other repair tech company would be out of business if they operated independently  
6 of Whirlpool.

7 d. Whirlpool performs "dummy" or "band-aid" style repairs that are  
8 temporary and never solve the problem on the first repair appointment, thereby causing the  
9 consumer to suffer continued nonuse of the appliance and then the cycle of scheduling, canceling  
10 and rescheduling future service appointments at the whim of the Whirlpool technician continues  
11 at maximum inconvenience to the consumer.

12 e. Whirlpool intentionally engages in the foregoing conduct for maximum  
13 inconvenience to the consumer knowing that in most instances consumers will simply buy a new  
14 appliance or repair it themselves than suffer through the painful warranty process, thereby  
15 relieving Whirlpool of any obligation to pay for major repairs or replace appliances during the  
16 warranty period.

17 WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

- 18 1. For actual and consequential damages;
- 19 2. For reasonable attorney's fees;
- 20 3. For statutory and treble damages;
- 21 4. For costs of suit;
- 22 5. For punitive damages; and,
- 23 6. For such other and further relief as the Court deems just and proper.

24 Dated: December 9, 2016

DAGRELLA LAW FIRM

25  
26 By: ~~JERRY R. DAGRELLA~~  
27 Attorney for Plaintiff  
28

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Jerry R. Dagrella, State Bar No. 219948</b> Dagrella Law Firm 11801 Pierce St., Suite 200 Riverside, CA 92505 TELEPHONE NO.: (951) 70-3043      FAX NO.: (951) 344-8372 ATTORNEY FOR (Name): <b>Plaintiff Jerry Dagrella</b>	<b>FOR COURT USE ONLY</b>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>Riverside</b> STREET ADDRESS: <b>4050 Main Street</b> MAILING ADDRESS: <b>4050 Main Street</b> CITY AND ZIP CODE: <b>Riverside 92501</b> BRANCH NAME: <b>Historic Courthouse</b>	CASE NAME: <b>Dagrella v. Whirlpool Corporation</b>	
<b>CIVIL CASE COVER SHEET</b> <input type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input checked="" type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <b>RIC1616323</b> JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (36) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary    b.  nonmonetary, declaratory or injunctive relief    c.  punitive
4. Number of causes of action (specify): **1**
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 9, 2016

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 3

# **EXHIBIT 15**



Jerry R. Dagrella  
Direct: (714) 292-8249  
dagrella@lawyer.com

1001 Wilshire Blvd., #2228  
Los Angeles, CA 90017  
www.dagrella.com

November 12, 2024

**Via Email**

[Robert.Herrington@gtlaw.com](mailto:Robert.Herrington@gtlaw.com)

[Jonathan.Goldstein@gtlaw.com](mailto:Jonathan.Goldstein@gtlaw.com)

Robert J. Herrington, Esq.  
Jonathan Goldstein, Esq.  
Greenberg Traurig, LLP  
1840 Century Park East, Suite 1900  
Los Angeles, CA 90067-2121

**Re: Dagrella v. Samsung Electronics America, Inc.  
Riverside Superior Court, Case No. CVCO2405948**

Dear Messrs. Herrington and Goldstein:

I am writing to address the Answer filed by your client, Samsung Electronics America, Inc., in response to the First Amended Complaint for Breach of Contract/Warranty. Upon review of the Answer, it is apparent that it contains 22 affirmative defenses, most of which are boilerplate and lack the necessary factual support as required by California law. Additionally, the Answer includes a plea for attorneys' fees that is unsupported by any contract or statute.

**Legal Standards for Affirmative Defenses**

Under California *Code of Civil Procedure* § 431.30, parties are required to state their affirmative defenses with sufficient detail so that the opposing party can adequately respond. This means that each defense must include specific facts that support its validity. Additionally, California *Code of Civil Procedure* § 430.30 permits a party to demur to a pleading if it does not conform to California law, which includes situations where affirmative defenses are inadequately stated. The legal commentary by Weil & Brown highlights that "[a] demurrer can be an effective tool for eliminating 'boilerplate' affirmative defenses that often appear in answers" (Weil & Brown, *Cal. Prac. Guide, Civil Procedure Before Trial* (Rutter 2021) § 7:35.1). In the case of *FPI Development, Inc. v. Nakashima* (1991) 231 Cal.App.3d 367, 384, the court ruled that affirmative defenses must be pled with the same level of specificity as a cause of action in a complaint. This establishes a clear expectation that defenses should not merely be conclusory but must provide a factual basis for their assertion.

**Issues with Each Affirmative Defense**

1. **Failure to State a Claim**: This defense is generic and does not specify which elements of the complaint are allegedly deficient.
2. **Arbitration**: This defense lacks any facts supporting why arbitration is applicable in this case.

Robert J. Herrington, Esq.  
Jonathan Goldstein, Esq.  
Greenberg Traurig, LLP

3. Misuse of Product and/or Intervening Independent Cause: No factual basis is provided to demonstrate how misuse or an independent cause relates to the claims.
4. Failure to Mitigate: There are no facts indicating how the plaintiff failed to mitigate damages.
5. No Warranty Claims: This defense does not specify why warranty claims are deemed invalid.
6. Lack of Notice: There is no explanation of how notice was insufficient or lacking.
7. Duplicative Relief: This defense fails to clarify what relief is considered duplicative.
8. Fault of Plaintiff: Lacks specifics on how the plaintiff contributed to any alleged damages.
9. Act of God: No factual basis is provided explaining how an act of God applies to this situation.
10. Lack of Privity: This defense is vague and does not specify why privity is lacking in this case.
11. Failure to Join Necessary Parties: There are no details about who those necessary parties are and why they must be joined.
12. Misjoinder: This defense lacks specificity regarding what misjoinder occurred.
13. No Proximate Cause: The answer does not provide facts supporting this assertion.
14. Acts or Omissions of Others: No details are provided about which third parties' actions contributed to the claims.
15. Acts or Omissions of Plaintiff: This defense is vague and lacks specific facts related to any actions by the plaintiff.
16. Comparative Negligence: Does not detail how the plaintiff's actions contributed to any alleged damages.
17. Unclean Hands: Lacks factual context regarding how the plaintiff's conduct relates to the claims made.
18. Waiver: There is no explanation of how the plaintiff waived any rights related to warranty claims.
19. Statute of Limitations: Does not specify which statute applies or how it relates to the timing of the plaintiff's claims.
20. Avoidable Consequences: No facts are provided regarding how damages could have been avoided by the plaintiff.
21. Good Faith: This defense is vague and does not relate specifically to any actions taken by either party.
22. Reservation of Additional Defenses: This catch-all defense is too vague and fails to provide any specifics or factual support.

#### Request for Amended Answer

To facilitate a more efficient resolution of this matter and avoid unnecessary motion practice, I request that your client file an amended Answer that includes specific facts supporting each

Robert J. Herrington, Esq.  
Jonathan Goldstein, Esq.  
Greenberg Traurig, LLP

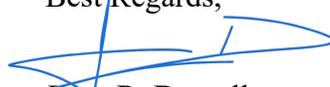
affirmative defense asserted and removes the unsupported plea for attorneys' fees. The absence of a contractual or statutory basis for such fees makes this request improper under California law (fees are only awarded to a successful "consumer" by statute).

Meet and Confer Requirement

As you are aware, California *Code of Civil Procedure* § 430.41 requires parties to meet and confer prior to filing a demurrer or motion to strike. I believe that addressing these concerns through an amended pleading would be beneficial for both parties and could potentially avoid further disputes. Please let me know your availability for a meeting this week.

I look forward to your prompt response so we can resolve these issues amicably. Thank you for your attention to this matter.

Best Regards,



Jerry R. Dagrella  
of DAGRELLA LAW FIRM, P.C.

# **EXHIBIT 16**



Jerry R. Dagrella  
Direct: (714) 292-8249  
dagrella@lawyer.com

1001 Wilshire Blvd., #2228  
Los Angeles, CA 90017  
www.dagrella.com

February 28, 2025

**Via Email**

[Jennifer.Cooper@gtlaw.com](mailto:Jennifer.Cooper@gtlaw.com)

Jennifer Cooper, Esq.  
Greenberg Traurig, LLP  
1840 Century Park East, Suite 1900  
Los Angeles, CA 90067-2121

**Re: Dagrella v. Samsung Electronics America, Inc.  
Riverside Superior Court, Case No. CVCO2405948**

Dear Ms. Cooper:

I write following review of Samsung Electronics America, Inc.'s ("Samsung") supplemental responses to Plaintiff's Form Interrogatories and Requests for Production, served on February 26, 2025. While these responses represent marginal improvement over the original boilerplate objections, they remain substantially deficient in critical areas directly relevant to the core issues in this case.

Despite over five months since the original discovery was served, Samsung continues to withhold essential information and documentation while providing incomplete, evasive answers to the discovery. This letter identifies specific deficiencies requiring immediate supplementation.

**Form Interrogatories:**

1. ROG 115.2: Facts Supporting Denial of Manufacturing Defect in Plaintiff's Dryer  
Samsung's response regarding its defense theory is incomplete and contradictory. Samsung claims the damage to the dryer was caused during shipping/installation or misuse, not manufacturing; however, it fails to provide any factual basis for this conclusion. Samsung cannot both (1) claim the drum damage occurred during shipping/installation or misuse and (2) provide no actual "facts" explaining how such internal damage could occur during those processes. Samsung must provide a detailed statement of all facts supporting its contention, including:
  - What specific type of internal damage was found in the dryer.
  - The evidence which supports Samsung's conclusion that this damage occurred during shipping/installation rather than manufacturing. This may include shipping records, delivery incident reports, or technical analysis to support the claim that the drum scraping resulted from shipping/installation rather than manufacturing.
  - What Samsung-authorized investigation determined the cause of the damage.
  - Any evidence of misuse (e.g., usage logs, tech observations).

Jennifer Cooper, Esq.  
Greenberg Traurig, LLP

*Relevance and Materiality:* This interrogatory is critical to rebut Samsung's warranty exclusion defense. The complaint alleges a manufacturing defect, and California law shifts the burden to Samsung to prove exclusions once a defect manifests within the warranty period. Without specifics, Samsung's defense is conclusory, impeding the ability to disprove shipping/installation causation or establish Samsung's liability under the warranty and the Magnuson-Moss Warranty Act.

### **Request for Production**

1. Request No. 5: Guidelines for Evaluating Warranty Claims on Plaintiff's Dryer Model  
Samsung produced SEA00000037-40 (warranty terms) after my February 1 letter narrowed this to dryers in California since August 14, 2024 (warranty effective date). Samsung promises more "if any, on a rolling basis" but doesn't specify contents.

SEA00000037-40 appears to be just the warranty text (Interrogatory 115.2), not internal policies or criteria for evaluating claims (e.g., how Samsung deems damage "shipping-related" vs. manufacturing). This leaves unclear whether Samsung systematically denies internal defects. Please produce all documents beyond the warranty text, including:

- Internal guidelines or criteria Samsung uses to classify dryer defects as manufacturing vs. shipping/installation-related.
- Training or procedural documents given to warranty staff/techs on claim evaluation, specific to dryers like mine (Model DVG50BG8300VA3).
- Any policies addressing when to attribute internal damage to external causes.

*Relevance and Materiality:* These documents are essential to test Samsung's claim that the dryer's defect isn't covered. If Samsung's policies auto-classify internal damage as non-manufacturing, it supports my illusory warranty argument and MMWA violation.

2. Request No. 7: Warranty Denial Practices on Plaintiff's Dryer Model  
Samsung's supplemental response indicates it will produce documents regarding "internal communications discussing strategies or practices related to managing or reducing warranty claim payouts," but no such documents have been produced. Samsung must produce:

- Internal guidelines regarding what types of damage to its dryers are excluded from warranty coverage.
- Communications regarding policies on attributing damage to dryers to shipping/installation vs. manufacturing.
- Training materials instructing service technicians how to document potential warranty claims for its dryers.

*Relevance and Materiality:* These documents directly relate to Samsung's systematic warranty practices alleged in FAC ¶14 and are essential to establishing whether Samsung's warranty denial was part of a broader pattern of avoiding warranty obligations.

Jennifer Cooper, Esq.  
Greenberg Traurig, LLP

3. Request No. 8: Complaints of Denied Warranty Claims for Plaintiff's Dryer Model

Samsung has refused to produce any records of similar warranty claims, despite promising to "meet and confer." The existence of similar complaints regarding drum scraping issues in the same model dryer is directly relevant to whether this is a manufacturing defect rather than shipping/installation damage. Samsung must produce:

- Records of similar warranty claims involving internal drum/wall contact issues on the same dryer model (Model DVG50BG8300VA3)
- Statistical data regarding warranty claim denials for this dryer model
- Consumer complaints to Samsung regarding similar issues (redacted as needed for privacy)

*Relevance and Materiality:* These records are crucial to prove a manufacturing defect pattern and rebut Samsung's exclusion defense. Similar denials could show the defect existed at delivery, shifting the burden to Samsung. The request can be narrowed to: (a) the specific dryer model purchased (DVG50BG8300VA3); (b) claims involving internal drum/wall contact issues; (c) California consumers; and (d) to the 12 months preceding my purchase date. Further, you may redact consumer names/addresses and employ a protective order if desired.

### **Legal and Factual Relevance**

The requested discovery is directly relevant to the core issues in this case:

1. Manufacturing Defect vs. Shipping/Installation Damage: Samsung's entire defense rests on its assertion that the damage was not manufacturing-related. The requested information is essential to test this claim, particularly given that:
  - a) The damage involved internal components not typically affected by external handling
  - b) The issue manifested immediately upon first use
  - c) Samsung controlled the entire supply chain from manufacturing to installation
2. Knowledge and Control: Samsung's responses to ROGs 112.1 and 116.1 seek to distance Samsung from the actions of Service Quick and C & V Trucking, yet Samsung:
  - a) Selected these companies as its authorized representatives
  - b) Directed consumers to use only these authorized service providers
  - c) Made warranty decisions based on their reports
  - d) Marketed a seamless Samsung purchase/delivery/service experience
3. Systematic Practices: The requested warranty policy documents and similar claim records would reveal whether Samsung systematically denies warranty claims by blaming installation/shipping issues for manufacturing defects.

### **Conclusion**

I remain willing to discuss reasonable limitations on scope or the implementation of a protective order to address legitimate confidentiality concerns. However, absent substantial supplementation, I will have no choice but to seek court intervention through a motion to compel.

Jennifer Cooper, Esq.  
Greenberg Traurig, LLP

Please contact me to arrange a time to meet and confer by telephone regarding these issues by **March 7, 2025**. Absent complete supplemental responses by **March 10, 2025**, I will have no choice but to seek court intervention. I urge Samsung to reconsider its approach, as further obstruction risks increased costs, including MMWA attorney fees, far exceeding the modest stakes of this case.

Best Regards,



Jerry R. Dagrella  
of DAGRELLA LAW FIRM, P.C.

# **EXHIBIT 17**

1 GREENBERG TRAUIG, LLP  
2 Robert J. Herrington (SBN 234417)  
3 Jennifer C. Cooper (SBN 324804)  
4 1840 Century Park East, Suite 1900  
5 Los Angeles, California 90067-2121  
6 Telephone: 310.586.7700  
7 Facsimile: 310.586.7800  
8 Robert.Herrington@gtlaw.com  
9 Jonathan.Goldstein@gtlaw.com  
10 Jennifer.Cooper@gtlaw.com

11 Attorneys for Defendant  
12 SAMSUNG ELECTRONICS AMERICA, INC.

13  
14  
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **COUNTY OF RIVERSIDE**

17 JERRY DAGRELLA, an individual,

18 Plaintiff,

19 v.

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

24 Defendants.

Case No.: CVCO2405948

Assigned to the Hon. Laura Garcia  
Dept. C1

**SAMSUNG ELECTRONICS AMERICA, INC.'S  
REQUESTS FOR PRODUCTION OF  
DOCUMENTS, SET ONE, TO PLAINTIFF**

[Limited Civil Case]

Complaint Filed: October 7, 2024

25 PROPOUNDING PARTY: DEFENDANT SAMSUNG ELECTRONICS AMERICA, INC.

26 RESPONDING PARTY: PLAINTIFF JERRY DAGRELLA.

27 SET NO. ONE

1 Pursuant to Code of Civil Procedure section 2031.010, *et seq.*, Defendant Samsung Electronics  
2 America, Inc. (“SEA” or “Propounding Party”) hereby requests that Plaintiff Jerry Dagrella (“Plaintiff” or  
3 “Responding Party”) produce for inspection and copying, within thirty (30) days of service hereof, the  
4 documents requested below, to Greenberg Traurig, LLP, 1840 Century Park East, Suite 1900, Los Angeles  
5 California 90067-2121. Pursuant to Code of Civil Procedure section 2031.010 *et seq.*, Plaintiff must serve  
6 written responses, signed under oath, to this First Set of Requests for Production of Documents within  
7 thirty (30) days after service hereof.

8 **DEFINITIONS**

9 1. The terms “YOU” or “YOUR” shall mean Plaintiff Jerry Dagrella, and his agents,  
10 representative, attorneys, or any other persons working on his behalf.

11 2. The term “DRYER” shall mean the 7.5 cu. ft. Smart Gas Dryer with Steam Sanitize+ and  
12 Sensor Dry in Brushed Black, Product Model No. DVG50BG8300VA3, Serial No. 0BNH5BBX601447N,  
13 purchased by YOU on [www.samsung.com](http://www.samsung.com) on or around August 11, 2024.

14 3. The term “LAWSUIT” shall mean the civil limited action YOU filed in the above-captioned  
15 Court on September 5, 2024, titled *Dagrella v. Samsung Electronics America, Inc.*, Case No.  
16 CVCO2405948, Superior Court of California for the County of Riverside.

17 4. The term “AMENDED COMPLAINT” mean the operative first amended complaint YOU  
18 filed in this LAWSUIT on October 7, 2024.

19 5. The term “DOCUMENTS” shall have the same meaning as the term “writing,” as defined  
20 in Evidence Code section 250, and shall also include “original” and “duplicate” writings as those terms are  
21 defined in sections 255 and 260 of the Evidence Code. The term DOCUMENTS specifically includes,  
22 without limiting the generality of the foregoing, any correspondence, memoranda, drafts, reports, financial  
23 statements, notes (including stenographic notes), records, ledgers, journals, minutes, books, telephone  
24 slips, expense records, timesheets, telegrams, cables, photographs, x-rays, microfilm, prints, publications,  
25 recordings, transcriptions, affidavits, bills, receipts, prescriptions, diagnoses, checks, envelopes, telegrams,  
26 telephone logs, messages (including reports, notes, and memoranda of personal or other telephone  
27 conversations and conferences), electronic communications (including electronic mail and information  
28 contained on computer hard drives, computer disks and digital audiotape), contracts, agreements,

1 summaries, phonographs, tapes or other recordings, disks, data cells, drums, printouts and other  
2 compilations from which information can be obtained (translated, if necessary, through detection devices  
3 into usable form), any other writings or documents of whatever description or kind, including attachments  
4 or other matters affixed thereto or tangible things.

5 6. The term “COMMUNICATIONS” means and includes any oral or written exchange or  
6 transmission of words or ideas to another PERSON(s) (defined below), whether direct or through  
7 intermediaries, in any medium, including but not limited to, all discussions, conversations negotiations,  
8 conferences, meetings, speeches, statements, questions, and/or any other audible transmissions, e-mail,  
9 computer disks, computer backup tapes, all printed, typed, handwritten, and/or other readable or viewable  
10 DOCUMENT(S) or other tangible things.

11 7. The term “PERSON” means and includes any natural person, firm, association, partnership,  
12 business, trust, corporation, or public entity.

13 8. The terms “RELATES TO,” “RELATED TO,” or “RELATING TO” means contains,  
14 constitutes, shows, mentions, reflects, identifies, derives from, embodies, comprises, evidences, pertains,  
15 or refers in any way whatsoever, directly or indirectly, to, or having any logical or factual connection  
16 whatsoever with the subject matter in question.

17 9. The term “CONCERNING” means relating to, referring to, reflecting, regarding,  
18 describing, evidencing, and/or constituting.

19 **INSTRUCTIONS**

20 1. YOU must produce all DOCUMENTS responsive to the Requests which are in YOUR  
21 actual or constructive possession, custody or control, including all DOCUMENTS within the actual or  
22 constructive possession, custody or control of ANY representative, agent, employee, attorney, accountant,  
23 investigator or ANY person acting for YOU or on YOUR behalf.

24 2. All DOCUMENTS are to be produced in the files in which such DOCUMENTS have been  
25 maintained and in the order within EACH file in which such DOCUMENTS have been maintained.

26 3. If YOU withhold ANY DOCUMENT(S) from production on the basis of a claim of  
27 attorney-client or ANY other privilege, or on the basis of the attorney work-product doctrine, YOU must  
28

1 set forth with specificity the privilege or work product claim and furnish a list identifying EACH  
2 DOCUMENT for which the privilege or work product doctrine is claimed, together with:

- 3 (1) The date of the document;
- 4 (2) The identity of the person(s) who authorized the document;
- 5 (3) The identity of the person(s) to whom the document was directed;
- 6 (4) The substance of the document with sufficient particularity to enable the court and  
7 Defendants to identify the document;
- 8 (5) The privilege asserted; and
- 9 (6) The basis on which the privilege is claimed.

10 4. If YOU know of the existence, past or present, of ANY DOCUMENT requested herein, but  
11 are unable to produce such document because it is not presently in YOUR possession, custody or control,  
12 or in the possession, custody or control of YOUR agents, representatives or attorneys, YOU shall so state  
13 in YOUR response and shall identify (by title, if any, nature of DOCUMENT and subject matter) such  
14 DOCUMENT and shall identify (by name, address and telephone number) the person in whose possession,  
15 custody or control the DOCUMENT was last known to reside.

16 5. If ANY DOCUMENT requested herein has been lost, discarded or destroyed, the document  
17 so lost, discarded or destroyed shall be identified as completely as possible in YOUR response to the  
18 particular request, including, without limitation, the following information: DATE, content, author(s) and  
19 recipient(s) of the DOCUMENT(S); DATE of disposal; manner of disposal and person disposing of the  
20 DOCUMENTS. YOU shall further identify in YOUR response to the request the name, address and  
21 telephone number of the person in whose possession, custody or control the DOCUMENT was last known  
22 to reside.

23 6. If, in responding to the Requests, YOU claim that there is any ambiguity in either a  
24 particular Request or in a definition or an instruction applicable thereto, such claim shall not be used by  
25 YOU as a basis for refusing to respond, but YOU shall set forth as part of the response the language deemed  
26 to be ambiguous and the interpretation chosen or used in responding to the particular request.



1 **REQUEST FOR PRODUCTION NO. 5:**

2 All COMMUNICATIONS, including, but not limited to, emails, text messages, telephone calls,  
3 and voicemails, RELATED TO the DRYER that YOU received from any PERSON from August 11, 2024  
4 to the present.

5 **REQUEST FOR PRODUCTION NO. 6:**

6 All DOCUMENTS and COMMUNICATIONS that support, tend to support, prove, or tend to prove  
7 any of the claims or allegations in the AMENDED COMPLAINT.

8  
9 Dated: March 13, 2025

GREENBERG TRAURIG, LLP

10  
11 By: /s/ Jennifer C. Cooper  
12 Jennifer C. Cooper  
13 Attorneys for Defendant  
14 SAMSUNG ELECTRONICS AMERICA, INC.  
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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:**

3 I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a  
4 party to the within action; my business address is 1840 Century Park East, Suite 1900, Los Angeles,  
California 90067-2121 and email address is debi.delgrande@gtlaw.com.

5 On March 13, 2025, I served the following document: **SAMSUNG ELECTRONICS**  
6 **AMERICA, INC.’S REQUESTS FOR PRODUCTION OF DOCUMENTS, SET ONE, TO**  
**PLAINTIFF** on the interested parties in this action addressed as follows:

7 Jerry R. Dagrella  
8 DAGRELLA LAW FIRM, P.C.  
9 1001 Wilshire Blvd., Suite 2228  
10 Los Angeles, CA 90017  
11 Tel: (714) 292-8249  
12 Em: dagrella@lawyer.com

13 Jason M. Ackerman  
14 ACKERMAN LAW, PC  
15 3200 East Guasti Road, Suite 100  
16 Ontario, CA 91761  
17 Tel: (909) 456-1460  
18 Em: jason.ackerman@ackermanlawpc.com

19  **[BY E-MAIL]** By transmitting via e-mail the document(s) listed above to the addresses set forth  
20 below on this date.

21 I declare under penalty of perjury under the laws of the State of California that the above is true  
22 and correct.

23 Executed on March 13, 2025 at Los Angeles, California.

24 /s/ Debi Del Grande  
25 Debi Del Grande  
26  
27  
28

# **EXHIBIT 18**

DAGRELLA LAW FIRM  
1001 WILSHIRE BLVD., SUITE 2228  
LOS ANGELES, CA 90017

1 JERRY R. DAGRELLA, Bar No. 219948  
DAGRELLA LAW FIRM, P.C.  
2 1001 Wilshire Blvd., #2228  
Los Angeles, CA 90017  
3 Telephone: (714) 292-8249  
Email: dagrella@lawyer.com  
4

JASON M. ACKERMAN, Bar No. 219940  
5 ACKERMAN LAW, PC  
3200 East Guasti Rd., Suite 100  
6 Ontario, CA 91761  
Telephone: (909) 456-1460  
7 Email: jason.ackerman@ackermanlawpc.com

8 Attorneys for Plaintiff  
Jerry Dagrella

9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF RIVERSIDE

12 JERRY DAGRELLA, an individual,  
13  
14 Plaintiff,

15 v.

16 SAMSUNG ELECTRONICS AMERICA,  
INC., a New York Corporation doing  
17 business in the State of California; and  
DOES 1 through 100, inclusive,  
18  
19 Defendants.

Case No. CVCO2405948  
Judge: Hon. Laura Garcia

**PLAINTIFF JERRY DAGRELLA'S  
RESPONSES TO REQUEST FOR  
PRODUCTION OF DOCUMENTS (SET  
ONE)**

1 PROPOUNDING PARTY: Defendant Samsung Electronic America, Inc.

2 RESPONDING PARTY: Plaintiff Jerry Dagrella

3 SET NO. One

4 Plaintiff Jerry Dagrella (Plaintiff) provides the following responses to the Request for  
5 Production, Set One:

6 **RESPONSES TO REQUEST FOR PRODUCTION**

7 **REQUEST FOR PRODUCTION NO. 1:**

8 To the extent the term “YOU” is defined to include Plaintiff’s attorneys who provided  
9 assistance to Plaintiff, objection is made on grounds of attorney-client privilege and work  
10 product. As to non-attorney-privileged material, Plaintiff has not *personally* taken photographs  
11 of the flooring in his laundry room or adjoining foyer at his residence between January 1, 2024 to  
12 the present. As a homeowner residing at the property, Plaintiff has no practical reason to  
13 photograph his own flooring—a mundane feature he observes daily. Photographs depicting the  
14 flooring damage caused by Samsung’s technician taken by Hernandez or contractors who  
15 provided repair estimates can be obtained via subpoena to those third parties as Plaintiff has no  
16 control over their records.

17 **REQUEST FOR PRODUCTION NO. 2:**

18 To the extent the term “YOU” is defined to include Plaintiff’s attorneys who provided  
19 assistance to Plaintiff, objection is made on grounds of attorney-client privilege and work  
20 product. As to non-attorney-privileged material: Plaintiff possesses no photographs, audio  
21 recordings, or videos specifically of the dryer itself taken by him between its delivery on August  
22 14, 2024, and the present. As a consumer using the dryer at his residence, Plaintiff has no rational  
23 impetus to photograph or video-record an appliance he interacts with regularly. Photographs  
24 depicting the flooring damage caused by Samsung’s technician taken by Hernandez or contractors  
25 who provided repair estimates can be obtained via subpoena to those third parties as Plaintiff has  
26 no control over their records.

27 **REQUEST FOR PRODUCTION NO. 3:**

28 Plaintiff objects that this request seeks documents protected by the attorney-client

1 privilege and attorney work-product doctrine, as records of attorneys’ fees incurred in litigating  
2 this lawsuit encompass confidential communications between Plaintiff and his counsel and work  
3 product reflecting legal strategy, analysis, and preparation. Moreover, the request is irrelevant and  
4 premature under California law, as attorneys’ fees are not discoverable until the Court determines  
5 Plaintiff is the prevailing party (e.g., Cal. Civ. Code § 1717), a determination reserved for post-  
6 merits adjudication. Seeking fee documentation during the liability phase is not reasonably  
7 calculated to lead to admissible evidence on the dryer’s defect or flooring damage.

8 **REQUEST FOR PRODUCTION NO. 4:**

9 See written estimate of \$23,520 from a contractor, a true and correct copy of which is  
10 attached as Exhibit “B” to Plaintiff’s declaration dated March 3, 2025, detailing the cost to  
11 replace flooring in the laundry room and adjoining foyer due to the discontinued tiles damaged by  
12 Samsung’s technician. A second estimate of \$30,000 from another contractor was conveyed  
13 verbally and not transmitted in writing.

14 **REQUEST FOR PRODUCTION NO. 5:**

15 Plaintiff objects to the extent this request seeks documents protected by the attorney-client  
16 privilege and attorney work-product doctrine. As to non-attorney-privileged material: Plaintiff  
17 identifies the following communications related to the dryer from August 11, 2024, to the present:  
18 Text messages from Service Quick (Ticket #4177784179) between September 2 and September 4,  
19 2024, coordinating the technician visit, excerpts of which appear in Samsung’s customer care  
20 notes (e.g., September 3, 2024: “This is a reminder that your appointment is set for 9/4/2024”).  
21 (2) Telephone calls with Samsung representatives: (a) September 2, 2024, initiating the warranty  
22 request; (b) September 4, 2024, post-technician call with Kingston Lucien, who denied the claim;  
23 (c) September 11, 2024, follow-up with Lucien, who reiterated denial—detailed in Plaintiff’s  
24 declaration dated March 3, 2025, and Samsung’s notes.

25 **REQUEST FOR PRODUCTION NO. 6:**

26 Plaintiff identifies the following documents and communications supporting the Amended  
27 Complaint: (1) The purchase receipt or order confirmation from Samsung.com; (2) the Samsung  
28 warranty, Exhibit “A” to Plaintiff’s declaration dated March 3, 2025; (3) The \$23,520 flooring

1 estimate, Exhibit "B" to Plaintiff's declaration; (4) Plaintiff's declaration dated March 3, 2025;  
2 (5) Antonio Hernandez's declaration dated March 2, 2025, detailing the manufacturing defect and  
3 flooring damage; (6) Text messages from Service Quick (September 2-4, 2024); (7) Samsung's  
4 customer care notes, despite their errors, produced in discovery; and, (8) Discovery  
5 correspondence, including Plaintiff's meet and confer letters and Samsung's responses.

6 Dated: April 11, 2025

DAGRELLA LAW FIRM, P.C.

7  
8 By: 

JERRY R. DAGRELLA  
Attorney for Plaintiff

DAGRELLA LAW FIRM  
1001 WILSHIRE BLVD., SUITE 2228  
LOS ANGELES, CA 90017

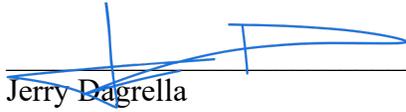
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**VERIFICATION**

I, Jerry Dagrella, have read the foregoing **PLAINTIFF JERRY DAGRELLA'S RESPONSES TO REQUEST FOR PRODUCTION OF DOCUMENTS (SET ONE)** and know the contents thereof to be true of my own knowledge, except as to those things stated upon information and belief, and as to those I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 11, 2025, at Riverside, California.

  
\_\_\_\_\_  
Jerry Dagrella

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:**

3 I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a  
4 party to the within action; my business address is 1840 Century Park East, Suite 1900, Los Angeles,  
California 90067-2121 and email address is Ashlee.Booker@gtlaw.com.

5 On May 13, 2025, I served the following document: **DECLARATION OF JENNIFER C.  
6 COOPER IN SUPPORT OF SAMSUNG ELECTRONICS AMERICA, INC.'S OPPOSITION TO  
7 MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY  
ADJUDICATION OF THE ISSUES** on the interested parties in this action addressed as follows:

8 Jerry R. Dagrella DAGRELLA LAW FIRM, P.C. 1001 Wilshire Blvd., Suite 2228 9 Los Angeles, CA 90017 Tel: (714) 292-8249 10 Email: <a href="mailto:dagrella@lawyer.com">dagrella@lawyer.com</a>	<i>Attorney for Plaintiff</i>
11 Jason M. Ackerman ACKERMAN LAW, PC 12 3200 East Gausti Rd., Suite 100 Ontario, CA 91761 13 Tel: (909) 456-1460 14 Email: <a href="mailto:jason.ackerman@ackermanlawpc.com">jason.ackerman@ackermanlawpc.com</a>	<i>Attorney for Plaintiff</i>

15  **[BY MAIL]** By placing the document(s) listed above in a sealed envelope with postage thereon  
16 fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below. I  
17 am familiar with the firm's practice of collection and processing correspondence for mailing.  
Under that practice it would be deposited with the U.S. postal service on that same day with  
postage thereon fully prepaid in the ordinary course of business.

18  **[BY E-MAIL]** By transmitting via e-mail the document(s) listed above to the addresses set forth  
19 below on this date.

20 I declare under penalty of perjury under the laws of the State of California that the above is true  
and correct.

21 Executed on May 13, 2025 at Los Angeles, California.

22  
23 Ashlee D. Booker  
Ashlee D. Booker

1 GREENBERG TRAUIG, LLP  
Robert J. Herrington (SBN 234417)  
2 Jennifer C. Cooper (SBN 324804)  
Evan C. Morehouse (SBN 358293)  
3 1840 Century Park East, Suite 1900  
Los Angeles, California 90067-2121  
4 Telephone: 310.586.7700  
Facsimile: 310.586.7800  
5 Robert.Herrington@gtlaw.com  
Jennifer.Cooper@gtlaw.com  
6 Evan.Morehouse@gtlaw.com

7 Attorneys for Defendant  
8 SAMSUNG ELECTRONICS AMERICA, INC.

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF RIVERSIDE**

11 JERRY DAGRELLA, an individual,  
12 Plaintiff,

13 v.

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

17 Defendants.

Case No.: CVCO2405948

Assigned to the Hon. Laura Garcia  
Dept. C1

**DEFENDANT SAMSUNG ELECTRONICS  
AMERICA, INC.'S EVIDENTIARY  
OBJECTIONS TO THE DECLARATIONS OF  
ANTONIO HERNANDEZ AND JERRY  
DAGRELLA**

Date: June 2, 2025  
Time 8:30 a.m.  
Dept.: C-1

*[Filed concurrently with SEA's Opposition to  
Plaintiff's Motion for Summary Judgment; SEA's  
Response to Plaintiff's Separate Statement and  
Statement of Additional Material Facts; Declaration  
of Jennifer Cooper in Support of Opposition; and  
[Proposed] Order Sustaining SEA's Evidentiary  
Objections]*  
[Limited Civil Case]

Complaint Filed: September 5, 2024  
Amended Complaint Filed: October 7, 2024

Pursuant to Code of Civil Procedure § 473c and California Rule of Court 3.1354, Defendant Samsung Electronics America, Inc. (“SEA”) hereby submits the following evidentiary objections to the Declaration of Antonio Hernandez and Declaration of Jerry Dagrella filed in support of Plaintiff Jerry Dagrella’s Motion for Summary Judgement or, in the Alternative, Summary Adjudication of the Issues.

**I. EVIDENTIARY OBJECTIONS TO THE DECLARATION OF ANTONIO HERNANDEZ**

<b><u>Material Objected to:</u></b>	<b><u>Grounds for Objection:</u></b>
1. Declaration of Antonio Hernandez (“Hernandez Decl.”), in its entirety.	<b>Failure to Comply with Disclosure Requirements</b> (Civ. Proc. Code § 2034.300.) Under the Civil Discovery Act, expert witness discovery becomes available only “[a]fter the setting of the initial trial date for the action.” (See Civ. Proc. Code § 2034.210, § 2034.220.) Expert witness opinions obtained before the trial date has been set are improper. (See California Civil Discovery § 10.1 (2021); Civ. Proc. Code § 94(e).) Furthermore, to comply with the expert disclosure requirements, an expert declaration “shall be under penalty of perjury and shall contain all of the following: (1) [a] brief narrative statement of the qualifications of each expert; (2) [a] brief narrative statement of the general substance of the testimony that the expert is expected to give; (3) [a] representation that the expert has agreed to testify at the trial; (4) [a] representation that the expert will be sufficiently familiar with the pending action to submit to a meaningful oral deposition concerning the specific testimony, including an opinion and its basis, that the expert is expected to give at trial; and (5) [a] statement of the expert's hourly and daily fee for providing deposition testimony and for consulting with the retaining attorney. (Civ. Proc. Code § 2034.260(c).) The Hernandez Decl. fails to meet these requirements. No trial date has been set in this action, rendering the Hernandez Decl. premature and improper. The Hernandez Decl. also does not include all the information required

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under the Civil Discovery Act. Under § 2034.300, the trial court shall exclude from evidence the expert opinion of any witness that is offered by any party who has unreasonably failed to comply with the Civil Discovery Act. (Civ. Proc. Code § 2034.300; see also *Perry v. Bakewell Hawthorne, LLC* (2017) 2 Cal.5th 536, 542 [holding when the court determines an expert opinion is inadmissible because disclosure requirements were not met, the trial court must exclude the opinion from consideration on a summary judgment motion if an objection is raised]; *Krolkowski v. San Diego City Employees' Ret. Sys.* (2018) 24 Cal.App.5th 537, 572 [the trial court was well within its discretion to exclude plaintiff's expert testimony because she was not properly designated as an expert witness].) For these reasons, the Hernandez Decl. is inadmissible and must be excluded in its entirety. (See Civ. Proc. Code § 437c(c) [evidence offered in support of a motion for summary judgment must be admissible to be properly considered].)

**Lack of Qualifications** (Evid. Code, § 720). In his declaration, Mr. Hernandez states that he is “an appliance repair technician with 14 years of professional experience, including extensive work on gas dryers.” (Hernandez Decl. ¶ 1; see also *id.* ¶¶ 2, 9.) His expert declaration, however, contains no specific information about Mr. Hernandez’s “special knowledge, skill, experience, training, or education” as required under Evidence Code § 720. Among other things, his declaration does not state his current employment, whether he is licensed or registered with the Bureau of Household Goods and Services to conduct repairs on appliances in the State of California, his education or training background, or otherwise describe Mr. Hernandez’s claimed 14 years of experience in repairing appliances.

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Mr. Hernandez’s declaration also includes opinions on shipping and floor damage. (Hernandez Decl. ¶¶ 5, 7, 8, 9.) But his declaration contains no information about his “special knowledge, skill, experience, training, or education” in those areas. (Evid. Code § 720.) Mr. Hernandez’s failure to include an explanation about his background renders his declaration unreliable and inadmissible. (See *Lowery v. Kindred Healthcare Operating, Inc.* (2020) 49 Cal.App.5th 119, 124 [holding an expert declaration stating only that “his opinion is based on his experience and documented medical literature” does not satisfy Evidence Code § 720 and that the trial court properly excluded it when ruling on the defendants’ motion for summary judgment]; *San Antonio Reg’l Hosp. v. Superior Court* (2024) 102 Cal.App.5th 346, 353 [reversing the trial court’s order denying summary judgment because the plaintiff’s expert’s declaration contained no facts to support a finding that she was competent to opine on matters that required expert testimony and, instead, stated only that the expert’s opinions were “[b]ased on [her] holding the trial court erred in relying upon an expert education, training, and experience, and [her] review of the records in this case”].) Thus, Mr. Hernandez’s declaration must be excluded in its entirety.

**Inadmissible Hearsay** (Evid. Code, § 1200). “It has long been settled that an expert may not simply repeat a third party’s opinion and offer it up as confirmatory of his own.” (*Strobel v. Johnson & Johnson* (2021) 70 Cal.App.5th 796, 821.) In other words, an expert is not permitted to offer inadmissible case-specific hearsay as a basis for the expert’s testimony. (*Id.*) Mr. Hernandez’s conclusions simply repeat Plaintiff’s

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	<p>factually and legal conclusions and, therefore, constitute inadmissible hearsay for which no exception applies.</p> <p><b>Irrelevant</b> (Evid. Code, §§ 210, 350). Mr. Hernandez’s “conclusions” are not relevant to any of Plaintiff’s causes of action. It is well-established that a manufacturer’s liability for breach of warranty “derives from, and is measured by, the terms of that warranty.” (<i>Cipollone v. Liggett Group, Inc.</i> (1992) 505 U.S. 504, 525-26.) As such, Mr. Hernandez’s opinions regarding the “internal drum defect” have no tendency to prove or disprove Plaintiff’s breach of warranty claims. Mr. Hernandez’s conclusion that the “floor damage reflects negligent handling by Samsung’s authorized technician” is also irrelevant because SEA cannot be held vicariously liable for the technician’s alleged negligence as he is an independent contractor and not an employee or agent of SEA. (See <i>Bacoka v. Best Buy Stores, L.P.</i> (2021) 71 Cal.App.5th 126, 133.) Accordingly, Mr. Hernandez’s “conclusions” are irrelevant and inadmissible. (Evid. Code § 350 [“No evidence is admissible except relevant evidence.”]; Evid. Code § 210 [relevant evidence “means evidence . . . having any tendency in reason to prove or disprove any disputed fact that is of consequence to the determination of the action.”].)</p>
<p>2. <b>Paragraph 1, lines 3 through 5:</b> “I am an appliance repair technician with 14 years of professional experience, including extensive work on gas dryers such as the</p>	<p><b>Lack of Qualifications</b> (Evid. Code, § 720). In his declaration, Mr. Hernandez states that he is “an appliance repair technician with 14 years of professional experience, including extensive work on gas dryers.” (Hernandez Decl. ¶ 1.) His expert declaration, however, contains no specific information about Mr. Hernandez’s “special knowledge, skill, experience, training, or education” as required under Evidence Code § 720. Among other things, his declaration does not state his current</p>

<p>1 Samsung Model 2 DVG50BG8300VA3 at 3 issue in this case. 4 (Hernandez Decl., ¶ 1.)</p>	<p>employment, whether he is licensed or registered with the Bureau of Household Goods and Services to conduct repairs on appliances in the State of California, his education or training background, or otherwise describe Mr. Hernandez’s claimed 14 years of experience in repairing appliances. Mr. Hernandez’s failure to include an explanation about his background renders his declaration unreliable and inadmissible. (See <i>Lowery v. Kindred Healthcare Operating, Inc.</i> (2020) 49 Cal.App.5th 119, 124 [holding an expert declaration stating only that “his opinion is based on his experience and documented medical literature” does not satisfy Evidence Code § 720 and that the trial court properly excluded it when ruling on the defendants’ motion for summary judgment]; <i>San Antonio Reg'l Hosp. v. Superior Court</i> (2024) 102 Cal.App.5th 346, 353 [reversing the trial court’s order denying summary judgment because the plaintiff’s expert’s declaration contained no facts to support a finding that she was competent to opine on matters that required expert testimony and, instead, stated only that the expert’s opinions were “[b]ased on [her] holding the trial court erred in relying upon an expert education, training, and experience, and [her] review of the records in this case”].) Thus, Mr. Hernandez’s declaration must be excluded.</p>
<p>20 3. <b>Paragraph 2, lines 9</b> 21 <b>through 12:</b> “My 22 experience includes 23 diagnosing and repairing 24 defects in a wide range of 25 household appliances, 26 including hundreds of 27 dryers, addressing issues</p>	<p><b>Lack of Qualifications</b> (Evid. Code, § 720). In his declaration, Mr. Hernandez states that his “experience includes diagnosing and repairing defects in a wide range of household appliances, including hundreds of dryers, addressing issues such as drum malfunctions, internal component failures, and installation-related concerns.” (Hernandez Decl. ¶ 2.) His expert declaration, however, contains no specific information about Mr. Hernandez’s “special knowledge, skill, experience, training, or education” as required under Evidence Code §</p>

<p>such as drum malfunctions, internal component failures, and installation-related concerns. I am familiar with industry standards for appliance repair, shipping, and installation practices.” (Hernandez Decl., ¶ 2.)</p>	<p>720. Among other things, his declaration does not state his current employment, whether he is licensed or registered with the Bureau of Household Goods and Services to conduct repairs on appliances in the State of California, his education or training background, or otherwise describe Mr. Hernandez’s claimed experience in repairing appliances. Moreover, Mr. Hernandez states that he is “familiar with industry standards” for “shipping” practices, but his declaration contains no information about his “special knowledge, skill, experience, training, or education” in those areas. (Evid. Code § 720.) Mr. Hernandez’s failure to include an explanation about his background renders his declaration unreliable and inadmissible. (See <i>Lowery v. Kindred Healthcare Operating, Inc.</i> (2020) 49 Cal.App.5th 119, 124 [holding an expert declaration stating only that “his opinion is based on his experience and documented medical literature” does not satisfy Evidence Code § 720 and that the trial court properly excluded it when ruling on the defendants’ motion for summary judgment]; <i>San Antonio Reg’l Hosp. v. Superior Court</i> (2024) 102 Cal.App.5th 346, 353 [reversing the trial court’s order denying summary judgment because the plaintiff’s expert’s declaration contained no facts to support a finding that she was competent to opine on matters that required expert testimony and, instead, stated only that the expert’s opinions were “[b]ased on [her] holding the trial court erred in relying upon an expert education, training, and experience, and [her] review of the records in this case”].) Thus, Mr. Hernandez’s declaration must be excluded.</p>
<p>4. <b>Paragraph 3, lines 19 through 21:</b> “The cabinet, frame, and access panels</p>	<p><b>Foundation/No Personal Knowledge</b> (Evid. Code §§ 702, 801). Mr. Hernandez states that he conducted an in-person inspection of Plaintiff’s dryer on February 26, 2025 – more than five months after</p>

<p>1 appeared intact and  2 undisturbed, inconsistent  3 with the kind of impact or  4 stress typically associated  5 with shipping damage that  6 could displace internal  7 components like the  8 drum.” (Hernandez Decl.,  9 ¶ 3.)</p>	<p>Plaintiff’s dryer was delivered and installed at Plaintiff’s residence in  August 2024. He also was otherwise not involved in the delivery and  installation of the dryer. Thus, Mr. Hernandez also does not have  sufficient personal knowledge to opine about what caused the “internal  drum defect” he claims to have discovered when he inspected Plaintiff’s  dryer on February 26, 2025. (See <i>Bozzi v. Nordstrom, Inc.</i> (2010) 186  Cal.App.4th 755, 762 [affirming the trial court’s finding that the  expert’s declaration lacked foundation and holding that the expert’s  opinions as to what design or manufacturing defect caused an escalator  to stop abruptly was properly excluded as conclusory and speculative  because the expert did not see, ride or inspect the escalator between the  time it was installed to the time of the incident and his declaration did  not state any facts to support his opinions]; <i>Fajardo v. Dailey</i> (2022) 85  Cal.App.5th 221, 227 [holding an expert’s declaration had no  evidentiary value and could not support summary judgment because the  expert’s opinions about the alleged defect in a sidewalk were factually  unsupported and contained no admissible evidence showing the  condition of the sidewalk at the time of the accident].)</p> <p><b>Inadmissible Speculation</b> (Evid. Code §§ 403, 410, 702, 803). An  expert declaration must include a description of how the expert reached  each of their opinions, that is, “a reasoned explanation connecting the  factual predicates to the ultimate conclusion” (<i>Fernandez v. Alexander</i>  (2019) 31 Cal.App.5th 770, 782 [barebones statement that defendant’s  actions “caused plaintiff’s further deformity” was insufficient].) In  Paragraph 3 of his declaration, Mr. Hernandez concludes that the  internal damage he found in the dryer was “inconsistent with the kind  of impact or stress typically associated with shipping damage that could</p>
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displace internal components like the drum.” (Hernandez Decl. ¶ 3.) His declaration, however, does not include a reasoned explanation for how he reached this conclusion. As such, Mr. Hernandez’s opinions constitute inadmissible speculation and must be excluded. (See *Lynn v. Tatitlek Support Servs., Inc.* (2017) 8 Cal. App. 5th 1096, 1115-16 [holding the trial court properly sustained defendant’s objection to plaintiff’s expert’s declaration and did not consider it when ruling on the pending summary judgment motion because the expert’s declaration lacked foundation and his opinions about the cause of the accident were based on assumptions and speculation]; *McGonnell v. Kaiser Gypsum Co.* (2002) 98 Cal.App.4th 1098, 1106 [“Plaintiffs cannot manufacture a triable issue of fact through use of an expert opinion with self-serving conclusions devoid of any basis, explanation, or reasoning.”]; *Sanchez v. Kern Emergency Medical Transportation Corp.* (2017) 8 Cal.App.5th 146, 155 [when an expert’s opinion is purely conclusory because unaccompanied by a reasoned explanation connecting the factual predicates to the ultimate conclusion, that opinion has no evidentiary value because an “expert opinion is worth no more than the reasons upon which it rests.”].)

**5. Paragraph 5, lines 3 through 7:** “Based on my professional experience, shipping damage severe enough to misalign the drum would typically bend the frame, displace the rollers, or crack the **Foundation/No Personal Knowledge** (Evid. Code §§ 702, 801). Mr. Hernandez states that he conducted an in-person inspection of Plaintiff’s dryer on February 26, 2025 – more than five months after Plaintiff’s dryer was delivered and installed at Plaintiff’s residence in August 2024. He also was otherwise not involved in the delivery and installation of the dryer. Thus, Mr. Hernandez also does not have sufficient personal knowledge to opine about what caused the “internal drum defect” he claims to have discovered when he inspected Plaintiff’s

1 bulkhead—none of which  
2 were present. The rollers  
3 showed no signs of being  
4 bent or forcibly shifted,  
5 and the frame remained  
6 square. The bulkhead  
7 lacked the irregular  
8 scoring or gouging I would  
9 expect from a one-time  
10 impact during transit.”  
11 (Hernandez Decl., ¶ 5.)

dryer on February 26, 2025. (See *Bozzi v. Nordstrom, Inc.* (2010) 186  
Cal.App.4th 755, 762 [affirming the trial court’s finding that the  
expert’s declaration lacked foundation and holding that the expert’s  
opinions as to what design or manufacturing defect caused an escalator  
to stop abruptly was properly excluded as conclusory and speculative  
because the expert did not see, ride or inspect the escalator between the  
time it was installed to the time of the incident and his declaration did  
not state any facts to support his opinions]; *Fajardo v. Dailey* (2022) 85  
Cal.App.5th 221, 227 [holding an expert’s declaration had no  
evidentiary value and could not support summary judgment because the  
expert’s opinions about the alleged defect in a sidewalk were factually  
unsupported and contained no admissible evidence showing the  
condition of the sidewalk at the time of the accident].)

**Inadmissible Speculation** (Evid. Code §§ 403, 410, 702, 803). An  
expert declaration must include a description of how the expert reached  
each of their opinions, that is, “a reasoned explanation connecting the  
factual predicates to the ultimate conclusion” (*Fernandez v. Alexander*  
(2019) 31 Cal.App.5th 770, 782 [barebones statement that defendant’s  
actions “caused plaintiff’s further deformity” was insufficient].) In  
Paragraph 5 of his declaration, Mr. Hernandez concludes that the  
“bulkhead lacked the irregular scoring or gouging [he] would expect  
from a one-time impact during transit.” (Hernandez Decl. ¶ 5.) His  
declaration, however, does not include a reasoned explanation for how  
he reached this conclusion. As such, Mr. Hernandez’s opinions  
constitute inadmissible speculation and must be excluded. (See *Lynn v.*  
*Tatitlek Support Servs., Inc.* (2017) 8 Cal.App.5th 1096, 1115-16  
[holding the trial court properly sustained defendant’s objection to

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plaintiff’s expert’s declaration and did not consider it when ruling on the pending summary judgment motion because the expert’s declaration lacked foundation and his opinions about the cause of the accident were based on assumptions and speculation]; *McGonnell v. Kaiser Gypsum Co.* (2002) 98 Cal.App.4th 1098, 1106 [“Plaintiffs cannot manufacture a triable issue of fact through use of an expert opinion with self-serving conclusions devoid of any basis, explanation, or reasoning.”]; *Sanchez v. Kern Emergency Medical Transportation Corp.* (2017) 8 Cal.App.5th 146, 155 [when an expert’s opinion is purely conclusory because unaccompanied by a reasoned explanation connecting the factual predicates to the ultimate conclusion, that opinion has no evidentiary value because an “expert opinion is worth no more than the reasons upon which it rests.”].)

**6. Paragraph 6, lines 8 through 12:** “The localized scraping noise and drum misalignment are most consistent with a manufacturing defect—likely an error in assembly where the drum was not properly centered or the support components (rollers or bearing) were installed with incorrect tolerances. Such issues originate at the factory and

**Lack of Qualifications** (Evid. Code, § 720). In his declaration, Mr. Hernandez offers his “expert” opinions about “manufacturing” defects. His expert declaration, however, contains no specific information about Mr. Hernandez’s “special knowledge, skill, experience, training, or education” in the manufacturing process of home appliances. He does not state that he has ever worked in manufacturing. Nor does he claim to otherwise have any experience in manufacturing. As such, Mr. Hernandez lacks the qualifications to opine as an expert on this topic. (Evid. Code § 720.) This renders his declaration unreliable and inadmissible. (See *Lowery v. Kindred Healthcare Operating, Inc.* (2020) 49 Cal.App.5th 119, 124 [holding an expert declaration stating only that “his opinion is based on his experience and documented medical literature” does not satisfy Evidence Code § 720 and that the trial court properly excluded it when ruling on the defendants’ motion

1 are not typical of  
2 postmanufacture  
3 handling.” (Hernandez  
4 Decl., ¶ 6.)

for summary judgment]; *San Antonio Reg'l Hosp. v. Superior Court*  
(2024) 102 Cal.App.5th 346, 353 [reversing the trial court’s order  
denying summary judgment because the plaintiff’s expert’s declaration  
contained no facts to support a finding that she was competent to opine  
on matters that required expert testimony and, instead, stated only that  
the expert’s opinions were “[b]ased on [her] holding the trial court erred  
in relying upon an expert education, training, and experience, and [her]  
review of the records in this case”].)

9 **Foundation/No Personal Knowledge** (Evid. Code §§ 702, 801). Mr.  
10 Hernandez states that he conducted an in-person inspection of  
11 Plaintiff’s dryer on February 26, 2025 – more than five months after  
12 Plaintiff’s dryer was delivered and installed at Plaintiff’s residence in  
13 August 2024. He also was otherwise not involved in the delivery and  
14 installation of the dryer. Thus, Mr. Hernandez also does not have  
15 sufficient personal knowledge to opine about what caused the “internal  
16 drum defect” he claims to have discovered when he inspected Plaintiff’s  
17 dryer on February 26, 2025. (See *Bozzi v. Nordstrom, Inc.* (2010) 186  
18 Cal.App.4th 755, 762 [affirming the trial court’s finding that the  
19 expert’s declaration lacked foundation and holding that the expert’s  
20 opinions as to what design or manufacturing defect caused an escalator  
21 to stop abruptly was properly excluded as conclusory and speculative  
22 because the expert did not see, ride or inspect the escalator between the  
23 time it was installed to the time of the incident and his declaration did  
24 not state any facts to support his opinions]; *Fajardo v. Dailey* (2022) 85  
25 Cal.App.5th 221, 227 [holding an expert’s declaration had no  
26 evidentiary value and could not support summary judgment because the  
27 expert’s opinions about the alleged defect in a sidewalk were factually  
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1 unsupported and contained no admissible evidence showing the  
2 condition of the sidewalk at the time of the accident].)

3 **Inadmissible Speculation** (Evid. Code §§ 403, 410, 702, 803). An  
4 expert declaration must include a description of how the expert reached  
5 each of their opinions, that is, “a reasoned explanation connecting the  
6 factual predicates to the ultimate conclusion” (*Fernandez v. Alexander*  
7 (2019) 31 Cal.App.5th 770, 782 [barebones statement that defendant’s  
8 actions “caused plaintiff’s further deformity” was insufficient].) In  
9 Paragraph 6 of his declaration, Mr. Hernandez concludes that the  
10 “localized scraping noise and drum misalignment are most consistent  
11 with a manufacturing defect—*likely* an error in assembly where the  
12 drum was not properly centered or the support components (rollers or  
13 bearing) were installed with incorrect tolerances. Such issues originate  
14 at the factory and are not typical of postmanufacture handling  
15 (Hernandez Decl. ¶ 6, emphasis added.) His declaration, however, does  
16 not include a reasoned explanation for how he reached this conclusion.  
17 As such, Mr. Hernandez’s opinions constitute inadmissible speculation  
18 and must be excluded. (See *Lynn v. Tatitlek Support Servs., Inc.* (2017)  
19 8 Cal.App.5th 1096, 1115-16 [holding the trial court properly sustained  
20 defendant’s objection to plaintiff’s expert’s declaration and did not  
21 consider it when ruling on the pending summary judgment motion  
22 because the expert’s declaration lacked foundation and his opinions  
23 about the cause of the accident were based on assumptions and  
24 speculation]; *McGonnell v. Kaiser Gypsum Co.* (2002) 98 Cal.App.4th  
25 1098, 1106 [“Plaintiffs cannot manufacture a triable issue of fact  
26 through use of an expert opinion with self-serving conclusions devoid  
27 of any basis, explanation, or reasoning.”]; *Sanchez v. Kern Emergency*  
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	<p><i>Medical Transportation Corp.</i> (2017) 8 Cal.App.5th 146, 155 [when an expert’s opinion is purely conclusory because unaccompanied by a reasoned explanation connecting the factual predicates to the ultimate conclusion, that opinion has no evidentiary value because an “expert opinion is worth no more than the reasons upon which it rests.”].)</p>
<p>7. <b>Paragraph 7, lines 15 through 17:</b> “The flooring displays scratches and cracks radiating from the appliance’s base, consistent with rough handling—specifically, the forceful movement of a heavy object like a dryer across the surface.” (Hernandez Decl., ¶ 7.)</p>	<p><b>Foundation/No Personal Knowledge</b> (Evid. Code §§ 702, 801). In his declaration, Mr. Hernandez states that he conducted an in-person inspection of Plaintiff’s dryer on February 26, 2025 – more than five months after Plaintiff’s warranty repair service on September 4, 2024. Mr. Hernandez was not present and did not witness Service Quick’s technician’s inspection, disassembly or reassembly of Plaintiff’s dryer. As such, Mr. Hernandez does not have personal knowledge as to whether the technician caused the floor damage to Plaintiff’s laundry room. Nothing in his declaration reflects that Mr. Hernandez had personal knowledge about what Plaintiff’s flooring looked like before September 4, 2024. Mr. Hernandez, therefore, lacks the requisite foundational knowledge to opine about the cause of the alleged damage to Plaintiff’s floor. (See <i>Bozzi v. Nordstrom, Inc.</i> (2010) 186 Cal.App.4th 755, 762 [affirming the trial court’s finding that the expert’s declaration lacked foundation and holding that the expert’s opinions as to what design or manufacturing defect caused an escalator to stop abruptly was properly excluded as conclusory and speculative because the expert did not see, ride or inspect the escalator between the time it was installed to the time of the incident and his declaration did not state any facts to support his opinions]; <i>Fajardo v. Dailey</i> (2022) 85 Cal. App. 5th 221, 227 [holding an expert’s declaration had no evidentiary value and could not support summary judgment because the</p>

1 expert’s opinions about the alleged defect in a sidewalk were factually  
2 unsupported and contained no admissible evidence showing the  
3 condition of the sidewalk at the time of the accident].)

4 **Inadmissible Speculation** (Evid. Code §§ 403, 410, 702, 803). Mr.  
5 Hernandez opines that the damage to Plaintiff’s flooring was cause by  
6 “the forceful movement of a heavy object like a dryer across the  
7 surface.” (Hernandez Decl. ¶ 7.) His opinions are unsupported by  
8 factual detail and reasoned explanation. As such, Mr. Hernandez’s  
9 opinions constitute inadmissible speculation and must be excluded.  
10 (*Lynn v. Tatitlek Support Servs., Inc.* (2017) 8 Cal.App.5th 1096, 1115-  
11 16 [holding the trial court properly sustained defendant’s objection to  
12 plaintiff’s expert’s declaration and did not consider it when ruling on  
13 the pending summary judgment motion because the expert’s  
14 declaration lacked foundation and his opinions about the cause of the  
15 accident were based on assumptions and speculation]; *McGonnell v.*  
16 *Kaiser Gypsum Co.* (2002) 98 Cal.App.4th 1098, 1106 [“Plaintiffs  
17 cannot manufacture a triable issue of fact through use of an expert  
18 opinion with self-serving conclusions devoid of any basis, explanation,  
19 or reasoning.”].)

20 **Irrelevant** (Evid. Code, §§ 210, 350). In Paragraph 7, Mr. Hernandez  
21 seeks to offer his “expert” opinions about the cause of Plaintiff’s  
22 flooring damage to support the third cause of action for negligence  
23 against SEA. Mr. Hernandez’s conclusions about the flooring damage  
24 are irrelevant because SEA cannot be held vicariously liable for the  
25 technician’s alleged negligence as he is an independent contractor and  
26 not an employee or agent of SEA. (See *Bacoka v. Best Buy Stores, L.P.*  
27 (2021) 71 Cal.App.5th 126, 133.) Accordingly, Mr. Hernandez’s  
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	<p>opinions on this issue are irrelevant and inadmissible. (Evid. Code, § 350 [“No evidence is admissible except relevant evidence.”], § 210 [relevant evidence “means evidence . . . having any tendency in reason to prove or disprove any disputed fact that is of consequence to the determination of the action.”].)</p>
<p>8. <b>Paragraph 7, lines 17 through 20:</b> “This damage aligns with Plaintiff’s account of the technician’s actions on September 4, 2024, when the dryer was carelessly repositioned after inspection. The severity and pattern of the scratches and cracks suggest significant force, far exceeding the standard care expected in appliance service.” (Hernandez Decl., ¶ 7.)</p>	<p><b>Foundation/No Personal Knowledge</b> (Evid. Code §§ 702, 801). In his declaration, Mr. Hernandez states that he conducted an in-person inspection of Plaintiff’s dryer on February 26, 2025 – more than five months after Plaintiff’s warranty repair service on September 4, 2024. Mr. Hernandez was not present and did not witness Service Quick’s technician’s inspection, disassembly or reassembly of Plaintiff’s dryer. As such, Mr. Hernandez does not have personal knowledge as to whether the technician caused the floor damage to Plaintiff’s laundry room. Nothing in his declaration reflects that Mr. Hernandez had personal knowledge about what Plaintiff’s flooring looked like before September 4, 2024. Mr. Hernandez, therefore, lacks the requisite foundational knowledge to opine about the cause of the alleged damage to Plaintiff’s floor. (See <i>Bozzi v. Nordstrom, Inc.</i> (2010) 186 Cal.App.4th 755, 762 [affirming the trial court’s finding that the expert’s declaration lacked foundation and holding that the expert’s opinions as to what design or manufacturing defect caused an escalator to stop abruptly was properly excluded as conclusory and speculative because the expert did not see, ride or inspect the escalator between the time it was installed to the time of the incident and his declaration did not state any facts to support his opinions]; <i>Fajardo v. Dailey</i> (2022) 85 Cal. App. 5th 221, 227 [holding an expert’s declaration had no evidentiary value and could not support summary judgment because the</p>

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expert’s opinions about the alleged defect in a sidewalk were factually unsupported and contained no admissible evidence showing the condition of the sidewalk at the time of the accident]; *Wellsfry v. Ocean Colony Partners, LLC* (2023) 90 Cal.App.5th 1075, 1089-90 [excluding declaration that opined in broad, general terms about the responsibility of golf course owners to provide a reasonable and safe playing environment where the expert completely failed to explain why or how the tree root represented as the one that caused Wellsfry's injury or any of the tree roots left in situs constituted a dangerous condition or tripping hazard that required either removal or a warning to golfers].)

**Inadmissible Hearsay** (Evid. Code, § 1200). “It has long been settled that an expert may not simply repeat a third party’s opinion and offer it up as confirmatory of his own.” (*Strobel v. Johnson & Johnson* (2021) 70 Cal.App.5th 796, 821.) In other words, an expert is not permitted to offer inadmissible case-specific hearsay as a basis for the expert’s testimony. (*Id.*) By stating that the “damage aligns with Plaintiff’s account of the technician’s actions,” Mr. Hernandez is repeating Plaintiff’s factually and legal conclusions. His statement constitutes inadmissible hearsay for which no exception applies.

**Lack of Qualifications** (Evid. Code, § 720). In his declaration, Mr. Hernandez offers his “expert” opinions about the cause of Plaintiff’s flooring damage. His expert declaration, however, contains no specific information about Mr. Hernandez’s “special knowledge, skill, experience, training, or education” on this topic. As such, Mr. Hernandez lacks the qualifications to opine as an expert on the cause of Plaintiff’s flooring damage. (Evid. Code § 720.) This renders his declaration unreliable and inadmissible. (See *Lowery v. Kindred*

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*Healthcare Operating, Inc.* (2020) 49 Cal.App.5th 119, 124 [holding an expert declaration stating only that “his opinion is based on his experience and documented medical literature” does not satisfy Evidence Code § 720 and that the trial court properly excluded it when ruling on the defendants’ motion for summary judgment]; *San Antonio Reg'l Hosp. v. Superior Court* (2024) 102 Cal.App.5th 346, 353 [reversing the trial court’s order denying summary judgment because the plaintiff’s expert’s declaration contained no facts to support a finding that she was competent to opine on matters that required expert testimony and, instead, stated only that the expert’s opinions were “[b]ased on [her] holding the trial court erred in relying upon an expert education, training, and experience, and [her] review of the records in this case”].)

**Irrelevant** (Evid. Code, §§ 210, 350). In Paragraph 7, Mr. Hernandez seeks to offer his “expert” opinions about the cause of Plaintiff’s flooring damage to support the third cause of action for negligence against SEA. Mr. Hernandez’s conclusions about the flooring damage are irrelevant because SEA cannot be held vicariously liable for the technician’s alleged negligence as he is an independent contractor and not an employee or agent of SEA. (See *Bacoka v. Best Buy Stores, L.P.* (2021) 71 Cal.App.5th 126, 133.) Accordingly, Mr. Hernandez’s opinions on this issue are irrelevant and inadmissible. (Evid. Code, § 350 [“No evidence is admissible except relevant evidence.”], § 210 [relevant evidence “means evidence . . . having any tendency in reason to prove or disprove any disputed fact that is of consequence to the determination of the action.”].)

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9. **Paragraph 8, lines 21 through 24:** “It is not standard industry practice to disassemble a dryer inside a home when a garage is only a few feet away, as it was in Plaintiff’s residence. Based on my experience, technicians typically move the appliance to an open area like a garage to avoid damaging interior surfaces and to ensure a safer workspace.” (Hernandez Decl., ¶ 8.)

**Irrelevant** (Evid. Code, §§ 210, 350). In Paragraph 7, Mr. Hernandez seeks to offer his “expert” opinions about the cause of Plaintiff’s flooring damage to support the third cause of action for negligence against SEA. Mr. Hernandez’s conclusions about the flooring damage are irrelevant because SEA cannot be held vicariously liable for the technician’s alleged negligence as he is an independent contractor and not an employee or agent of SEA. (See *Bacoka v. Best Buy Stores, L.P.* (2021) 71 Cal.App.5th 126, 133.) Accordingly, Mr. Hernandez’s opinions on this issue are irrelevant and inadmissible. (Evid. Code, § 350 [“No evidence is admissible except relevant evidence.”], § 210 [relevant evidence “means evidence . . . having any tendency in reason to prove or disprove any disputed fact that is of consequence to the determination of the action.”].)

**Foundation/No Personal Knowledge** (Evid. Code §§ 702, 801). In his declaration, Mr. Hernandez states that he conducted an in-person inspection of Plaintiff’s dryer on February 26, 2025 – more than five months after Plaintiff’s warranty repair service on September 4, 2024. Mr. Hernandez was not present and did not witness Service Quick’s technician’s inspection, disassembly or reassembly of Plaintiff’s dryer. As such, Mr. Hernandez does not have personal knowledge as to whether the technician caused the floor damage to Plaintiff’s laundry room. Nothing in his declaration reflects that Mr. Hernandez had personal knowledge about what Plaintiff’s flooring looked like before September 4, 2024. Mr. Hernandez, therefore, lacks the requisite foundational knowledge to opine about the cause of the alleged damage to Plaintiff’s floor. (See *Bozzi v. Nordstrom, Inc.* (2010) 186 Cal.App.4th 755, 762 [affirming the trial court’s finding that the

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	<p>expert’s declaration lacked foundation and holding that the expert’s opinions as to what design or manufacturing defect caused an escalator to stop abruptly was properly excluded as conclusory and speculative because the expert did not see, ride or inspect the escalator between the time it was installed to the time of the incident and his declaration did not state any facts to support his opinions]; <i>Fajardo v. Dailey</i> (2022) 85 Cal. App. 5th 221, 227 [holding an expert’s declaration had no evidentiary value and could not support summary judgment because the expert’s opinions about the alleged defect in a sidewalk were factually unsupported and contained no admissible evidence showing the condition of the sidewalk at the time of the accident]; <i>Wellsfry v. Ocean Colony Partners, LLC</i> (2023) 90 Cal.App.5th 1075, 1089-90 [excluding declaration that opined in broad, general terms about the responsibility of golf course owners to provide a reasonable and safe playing environment where the expert completely failed to explain why or how the tree root represented as the one that caused Wellsfry's injury or any of the tree roots left in situs constituted a dangerous condition or tripping hazard that required either removal or a warning to golfers].)</p>
<p>10. Paragraph 8, lines 24 through 26: “The technician’s decision to dismantle the dryer in the laundry room, then forcefully reposition it, deviates from accepted norms and directly contributed to the floor</p>	<p><b>Irrelevant</b> (Evid. Code, §§ 210, 350). The decision made by Service Quick’s technician to “dismantle the dryer in the laundry room” and whether said decision “deviates from accepted norms” is not relevant. SEA cannot be held vicariously liable for the technician’s alleged negligence because he is an independent contractor and not an employee or agent of SEA. (See <i>Bacoka v. Best Buy Stores, L.P.</i> (2021) 71 Cal. App. 5th 126, 133.) Thus, whether the technician’s conduct deviated “from accepted norms” is of no consequence because his conduct cannot be imputed to SEA as a matter of law. Mr. Hernandez’s</p>

1 damage observed.”  
2 (Hernandez Decl., ¶ 8.)

statements also have no tendency to prove or disprove Plaintiff’s causes  
of action for breach of express and implied warranties. (Evid. Code, §  
350 [“No evidence is admissible except relevant evidence.”], § 210  
[relevant evidence “means evidence . . . having any tendency in reason  
to prove or disprove any disputed fact that is of consequence to the  
determination of the action.”].)

7 **Foundation/No Personal Knowledge** (Evid. Code §§ 702, 801). In his  
8 declaration, Mr. Hernandez states that he conducted an in-person  
9 inspection of Plaintiff’s dryer on February 26, 2025 – more than five  
10 months after Plaintiff’s warranty repair service on September 4, 2024.  
11 Mr. Hernandez was not present and did not witness Service Quick’s  
12 technician’s inspection, disassembly or reassembly of Plaintiff’s dryer.  
13 As such, Mr. Hernandez does not have personal knowledge as to  
14 whether the technician caused the floor damage to Plaintiff’s laundry  
15 room. Nothing in his declaration reflects that Mr. Hernandez had  
16 personal knowledge about what Plaintiff’s flooring looked like before  
17 September 4, 2024. Mr. Hernandez, therefore, lacks the requisite  
18 foundational knowledge to opine about the cause of the alleged damage  
19 to Plaintiff’s floor. (See *Bozzi v. Nordstrom, Inc.* (2010) 186  
20 Cal.App.4th 755, 762 [affirming the trial court’s finding that the  
21 expert’s declaration lacked foundation and holding that the expert’s  
22 opinions as to what design or manufacturing defect caused an escalator  
23 to stop abruptly was properly excluded as conclusory and speculative  
24 because the expert did not see, ride or inspect the escalator between the  
25 time it was installed to the time of the incident and his declaration did  
26 not state any facts to support his opinions]; *Fajardo v. Dailey* (2022) 85  
27 Cal. App. 5th 221, 227 [holding an expert’s declaration had no  
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	<p>evidentiary value and could not support summary judgment because the expert’s opinions about the alleged defect in a sidewalk were factually unsupported and contained no admissible evidence showing the condition of the sidewalk at the time of the accident]; <i>Wellsfry v. Ocean Colony Partners, LLC</i> (2023) 90 Cal.App.5th 1075, 1089-90 [excluding declaration that opined in broad, general terms about the responsibility of golf course owners to provide a reasonable and safe playing environment where the expert completely failed to explain why or how the tree root represented as the one that caused Wellsfry's injury or any of the tree roots left in situs constituted a dangerous condition or tripping hazard that required either removal or a warning to golfers].)</p>
<p>11. <b>Paragraph 9, page 2 at line 27 to page 3 at line 3:</b>          “My conclusions are based on my extensive experience repairing appliances over 14 years, including gas dryers, and my specific observations of Plaintiff’s dryer and property. The internal drum defect is consistent with a manufacturing flaw, not shipping or installation damage, and the floor damage reflects negligent handling by Samsung’s</p>	<p><b>Lack of Qualifications</b> (Evid. Code, § 720). Mr. Hernandez states that his conclusions are based on his “extensive experience repairing appliances over 14 years, including gas dryers, and [his] specific observations of Plaintiff’s dryer and property.” His expert declaration, however, contains no specific information about Mr. Hernandez’s “special knowledge, skill, experience, training, or education” as required under Evidence Code § 720. Among other things, his declaration does not state his current employment, whether he is licensed or registered with the Bureau of Household Goods and Services to conduct repairs on appliances in the State of California, his education or training background, or otherwise describe Mr. Hernandez’s claimed 14 years of experience in repairing appliances. Mr. Hernandez’s failure to include an explanation about his background renders his declaration unreliable and inadmissible. (See <i>Lowery v. Kindred Healthcare Operating, Inc.</i> (2020) 49 Cal.App.5th 119, 124 [holding an expert declaration stating only that “his opinion is based on</p>

1 authorized technician,  
2 contrary to industry  
3 standards. (Hernandez  
4 Decl., ¶ 9.)

his experience and documented medical literature” does not satisfy Evidence Code § 720 and that the trial court properly excluded it when ruling on the defendants’ motion for summary judgment]; *San Antonio Reg'l Hosp. v. Superior Court* (2024) 102 Cal.App.5th 346, 353 [reversing the trial court’s order denying summary judgment because the plaintiff’s expert’s declaration contained no facts to support a finding that she was competent to opine on matters that required expert testimony and, instead, stated only that the expert’s opinions were “[b]ased on [her] education, training, and experience, and [her] review of the records in this case”].) Thus, Mr. Hernandez’s conclusions should be disregarded.

**Improper Legal Argument/Conclusion** (Evid. Code, § 310). To support Plaintiff’s breach of warranty claims, Mr. Hernandez states his conclusion that the alleged “internal drum defect” constitutes a manufacturing defect in Plaintiff’s dryer. In addition, Mr. Hernandez offers his conclusion as to whether Service Quick’s technician was “negligent” in handling Plaintiff’s dryer. His statements constitute improper legal conclusions about ultimate facts and, therefore, should be excluded. (Evid. Code, § 310; *City of Rocklin v. Legacy Family Adventures-Rocklin, LLC* (2022) 86 Cal.App.5th 713, 728 [“an expert is not permitted to give an opinion on questions of law or legal conclusions”]; *Summers v. A. L. Gilbert Co.* (1999) 69 Cal.App.4th 1155, 1185 [an expert’s legal conclusions and opinions on ultimate issues of liability are inadmissible].)

**Foundation/No Personal Knowledge** (Evid. Code §§ 702, 801). In his declaration, Mr. Hernandez states that he conducted an in-person inspection of Plaintiff’s dryer on February 26, 2025 – more than five

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months after Plaintiff’s warranty repair service on September 4, 2024. Mr. Hernandez was not present and did not witness Service Quick’s technician’s inspection, disassembly or reassembly of Plaintiff’s dryer. As such, Mr. Hernandez does not have personal knowledge as to whether the technician caused the floor damage to Plaintiff’s laundry room. Nothing in his declaration reflects that Mr. Hernandez had personal knowledge about what Plaintiff’s flooring looked like before September 4, 2024. Mr. Hernandez, therefore, lacks the requisite foundational knowledge to opine about the cause of the alleged damage to Plaintiff’s floor. Further, Mr. Hernandez was not involved in the shipping or installation of Plaintiff’s dryer in August 2024. Thus, Mr. Hernandez also does not have sufficient personal knowledge to opine about what caused the “internal drum defect” he claims to have discovered when he inspected Plaintiff’s dryer on February 26, 2025. (See *Bozzi v. Nordstrom, Inc.* (2010) 186 Cal.App.4th 755, 762 [affirming the trial court’s finding that the expert’s declaration lacked foundation and holding that the expert’s opinions as to what design or manufacturing defect caused an escalator to stop abruptly was properly excluded as conclusory and speculative because the expert did not see, ride or inspect the escalator between the time it was installed to the time of the incident and his declaration did not state any facts to support his opinions]; *Fajardo v. Dailey* (2022) 85 Cal. App. 5th 221, 227 [holding an expert’s declaration had no evidentiary value and could not support summary judgment because the expert’s opinions about the alleged defect in a sidewalk were factually unsupported and contained no admissible evidence showing the condition of the sidewalk at the time of the accident].)

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**Inadmissible Speculation** (Evid. Code §§ 403, 410, 702, 803). “Plaintiffs cannot manufacture a triable issue of fact through use of an expert opinion with self-serving conclusions devoid of any basis, explanation, or reasoning.” (*McGonnell v. Kaiser Gypsum Co.* (2002) 98 Cal. App. 4th 1098, 1106.) Here, Mr. Hernandez’s expert opinions and conclusions about Plaintiff’s dryer and alleged flooring damage are unsupported by factual detail and reasoned explanation. As such, Mr. Hernandez’s opinions constitute inadmissible speculation and must be excluded. (*Lynn v. Tatitlek Support Servs., Inc.* (2017) 8 Cal.App.5th 1096, 1115-16 [holding the trial court properly sustained defendant’s objection to plaintiff’s expert’s declaration and did not consider it when ruling on the pending summary judgment motion because the expert’s declaration lacked foundation and his opinions about the cause of the accident were based on assumptions and speculation].)

**Inadmissible Hearsay** (Evid. Code, § 1200). “It has long been settled that an expert may not simply repeat a third party’s opinion and offer it up as confirmatory of his own.” (*Strobel v. Johnson & Johnson* (2021) 70 Cal.App.5th 796, 821.) In other words, an expert is not permitted to offer inadmissible case-specific hearsay as a basis for the expert’s testimony. (*Id.*) Mr. Hernandez’s conclusions simply repeat Plaintiff’s factually and legal conclusions and, therefore, constitute inadmissible hearsay for which no exception applies.

**Irrelevant** (Evid. Code, §§ 210, 350). Mr. Hernandez’s “conclusions” are not relevant to any of Plaintiff’s causes of action. It is well-established that a manufacturer’s liability for breach of warranty “derives from, and is measured by, the terms of that warranty.” (*Cipollone v. Liggett Group, Inc.* (1992) 505 U.S. 504, 525-26.) As

such, Mr. Hernandez’s opinions regarding the “internal drum defect” have no tendency to prove or disprove Plaintiff’s breach of warranty claims. Mr. Hernandez’s conclusion that the “floor damage reflects negligent handling by Samsung’s authorized technician” is also irrelevant because SEA cannot be held vicariously liable for the technician’s alleged negligence as he is an independent contractor and not an employee or agent of SEA. (See *Bacoka v. Best Buy Stores, L.P.* (2021) 71 Cal.App.5th 126, 133.) Accordingly, Mr. Hernandez’s “conclusions” are irrelevant and inadmissible. (Evid. Code, § 350 [“No evidence is admissible except relevant evidence.”], § 210 [relevant evidence “means evidence . . . having any tendency in reason to prove or disprove any disputed fact that is of consequence to the determination of the action.”].)

**II. EVIDENTIARY OBJECTIONS TO THE DECLARATION OF JERRY DAGRELLA**

<b><u>Material Objected to:</u></b>	<b><u>Grounds for Objection:</u></b>
<p>1. <b>Paragraph 2, lines 8 through 9:</b> “Defendant Samsung Electronics America, Inc. (“Samsung”) delivered and installed the dryer at my residence on August 14, 2024.” (Declaration of Jerry Dagrella (“Dagrella Decl.”), ¶ 2.)</p>	<p><b>Misstatement of the Record</b> (Evid. Code, § 352). Plaintiff states that “Defendant Samsung Electronics America, Inc. (“Samsung”) delivered and installed the dryer at [his] residence on August 14, 2024.” This is incorrect. Rather, the dryer was delivered by third-party transportation company and installed by an independent contractor on August 13, 2024. (See Declaration of Jennifer C. Cooper (“Cooper Decl.”), Ex. 6.)</p>
<p>2. <b>Paragraph 2, lines 8 through 9:</b> “I determined</p>	<p><b>Improper Legal Argument/Conclusion</b> (Evid. Code, §§ 310, 800). Plaintiff’s belief, opinion, or conclusion that his dryer has “a clear</p>

1 the noise came from the  
2 drum rubbing against the  
3 interior wall of the  
4 appliance—a clear defect  
5 in a brand-new unit.”  
6 (Dagrella Decl., ¶ 3.)

defect” is an improper legal conclusion and is inadmissible. (*Hayman v. Block* (1986) 176 Cal.App.3d 629, 638-39 [“affidavits must cite evidentiary facts, not legal conclusions or ‘ultimate’ facts”]; *Marriage of Heggie* (2002) 99 Cal.App.4th 28, 30 n.3 [“The proper place for argument is in points and authorities, not declarations”].)

7 **Speculation, Lacks Foundation** (Evid. Code § 702). Plaintiff fails to  
8 submit any admissible evidence to support his conclusion that his dryer  
9 had a “clear defect” when it was delivered and installed at his residence  
10 on August 13, 2024. His own self-serving statements are insufficient to  
11 establish the existence of a defect and fall short of Plaintiff’s burden as  
12 the party moving for summary judgment. (See *Guthrey v. State of Cal.*  
13 (1998) 63 Cal.App.4th 1108, 1120 [plaintiff’s declaration was  
14 inadmissible because it was based on opinion and conclusions instead  
15 of evidentiary facts]; *Fajardo v. Dailey* (2022) 85 Cal.App.5th 221, 227  
16 [holding a declaration had no evidentiary value and could not support  
17 summary judgment because the opinions about the alleged defect in a  
18 sidewalk were factually unsupported and contained no admissible  
19 evidence showing the condition of the sidewalk at the time of the  
20 accident]; see also *Aguilar v. Atl. Richfield Co.* (2001) 25 Cal.4th 826,  
21 851 [holding that, when a plaintiff moves for summary judgment, “he  
22 must present evidence that would *require* a reasonable trier of fact to  
23 find any underlying material fact more likely than not--otherwise, he  
24 would not be entitled to judgment *as a matter of law.*”], emphasis in  
25 original.) Without offering any admissible evidence to support his  
26 conclusion, Plaintiff’s conclusion that his dryer had a “clear defect” is  
27 inadmissible speculation and must be excluded. (See *McHenry v.*  
28 *Asylum Entm't Del., LLC* (2020) 46 Cal.App.5th 469, 479 [speculation

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	<p>is not evidence]; <i>Bozzi v. Nordstrom, Inc.</i> (2010) 186 Cal.App.4th 755, 761 [holding declarations submitted in support of a motion for summary judgment must show the declarant’s personal knowledge and competency to testify, state facts and not just conclusions, and not include inadmissible hearsay or opinion], citing Code Civ. Proc., § 437c, subd. (d.)</p> <p><b>Improper Expert Witness Opinion.</b> (Evid. Code, § 720). Plaintiff’s statement that he “determined the noise came from the drum rubbing against the interior wall of the appliance” is improper because he does not possess “special knowledge, skill, experience, training, or education” sufficient to qualify him as an expert to troubleshoot or diagnose mechanical issues found in his Dryer. Plaintiff is an attorney, not a licensed home appliance repair serviceman or technician. By submitting an expert declaration in support of his Motion, Plaintiff implicitly concedes that he is not competent to testify on such issues. Thus, Plaintiff’s improper expert opinions about a “clear defect” must be excluded. (Evid. Code, § 720).</p>
<p>3. <b>Paragraph 3, lines 16 through 17:</b> “On September 4, 2024, Samsung dispatched a technician to my home.” (Dagrella Decl., ¶ 3.)</p>	<p><b>Misstatement of the Record</b> (Evid. Code, § 352). Plaintiff’s statement that “Samsung” dispatched a technician to his residence is misleading and unsupported by the record. The undisputed evidence shows that Service Quick, Inc. dispatched the technician to Plaintiff’s residence on September 4, 2024. (See Cooper Decl., Exs. 3, 4, 5.)</p>
<p>4. <b>Paragraph 3, lines 18 through 19:</b> “Initially, he blamed the ‘retailer’ for the damage, claiming it</p>	<p><b>Inadmissible Hearsay</b> (Evid. Code, § 1200). Paragraph 3 of Plaintiff’s declaration includes statements allegedly made to Plaintiff by Service Quick, Inc.’s technician on September 4, 2024. Statements made by Service Quick, Inc.’s technician are inadmissible hearsay. They also are</p>

1 voided the warranty.”  
2 (Dagrella Decl., ¶ 3.)

3 not binding on SEA because Service Quick, Inc.’s technician is an  
4 independent contractor and not an agent or employee of SEA. Plaintiff  
5 had not and cannot identify any exception that would make such alleged  
6 out-of-court statements admissible, and they must be disregarded.  
7 (Evid. Code § 1200.)

8 **Irrelevant** (Evid. Code § 350; § 210). The inadmissible hearsay  
9 statements allegedly made by Service Quick’s technician on September  
10 4, 2024 are not relevant to any of Plaintiff’s causes of action against  
11 SEA. With respect to Plaintiff’s breach of warranty claims, it is well-  
12 established that a manufacturer’s liability for breach of warranty  
13 “derives from, and is measured by, the terms of that warranty.”  
14 (*Cipollone v. Liggett Group, Inc.* (1992) 505 U.S. 504, 525-26.) As  
15 such, the alleged statements made by Service Quick’s technician to  
16 Plaintiff have no tendency to prove or disprove whether SEA breached  
17 the Limited Warranty. Statutory law further makes clear that such  
18 statements are irrelevant to Plaintiff’s breach of warranty claims against  
19 SEA. (See Civ. Code, § 1791(f); Civ. Code, § 1796.5.) With respect to  
20 his negligence claim against SEA, statements made by Service Quick’s  
21 technician are likewise irrelevant because SEA cannot be held  
22 vicariously liable for the technician’s alleged negligence because he is  
23 an independent contractor and not an employee or agent of SEA. (See  
24 *Bacoka v. Best Buy Stores, L.P.* (2021) 71 Cal. App. 5th 126, 133.) The  
25 First Amended Complaint further makes clear that Plaintiff’s theory of  
26 negligence against SEA is that Service Quick’s technician breached his  
27 duty of care owed to Plaintiff by “failing to perform the repairs in a  
28 good and workmanlike manner” and that the alleged damage to  
Plaintiff’s flooring was caused by “the technician’s careless

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	<p>reinstallation and forceful repositioning of the dryer against the wall.” (FAC ¶¶ 15, 34.) As such, the statements Plaintiff claims were made to him by Service Quick’s technician are of no consequence because such statements have no bearing on Plaintiff’s alleged theory of negligence against SEA. In sum, the Court should disregard this evidence because, in addition to being inadmissible hearsay, the alleged statements made by Service Quick’s technician are irrelevant. (Evid. Code, § 350 [“No evidence is admissible except relevant evidence.”], § 210 [relevant evidence “means evidence . . . having any tendency in reason to prove or disprove any disputed fact that is of consequence to the determination of the action.”].)</p>
<p>5. <b>Paragraph 3, lines 20 through 21:</b> “He then shifted blame to the ‘installer,’ asserting Samsung wasn’t liable for installation issues.” (Dagrella Decl., ¶ 3.)</p>	<p><b>Inadmissible Hearsay</b> (Evid. Code, § 1200). Paragraph 3 of Plaintiff’s declaration includes statements allegedly made to Plaintiff by Service Quick, Inc.’s technician on September 4, 2024. Statements made by Service Quick, Inc.’s technician are inadmissible hearsay. They also are not binding on SEA because Service Quick, Inc.’s technician is an independent contractor and not an agent or employee of SEA. Plaintiff had not and cannot identify any exception that would make such alleged out-of-court statements admissible, and they must be disregarded. (Evid. Code § 1200.)</p> <p><b>Irrelevant</b> (Evid. Code § 350; § 210). The inadmissible hearsay statements allegedly made by Service Quick’s technician on September 4, 2024 are not relevant to any of Plaintiff’s causes of action against SEA. With respect to Plaintiff’s breach of warranty claims, it is well-established that a manufacturer’s liability for breach of warranty “derives from, and is measured by, the terms of that warranty.” (<i>Cipollone v. Liggett Group, Inc.</i> (1992) 505 U.S. 504, 525-26.) As</p>

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such, the alleged statements made by Service Quick’s technician to Plaintiff have no tendency to prove or disprove whether SEA breached the Limited Warranty. Statutory law further makes clear that such statements are irrelevant to Plaintiff’s breach of warranty claims against SEA. (See Civ. Code, § 1791(f); Civ. Code, § 1796.5.) With respect to his negligence claim against SEA, statements made by Service Quick’s technician are likewise irrelevant because SEA cannot be held vicariously liable for the technician’s alleged negligence because he is an independent contractor and not an employee or agent of SEA. (See *Bacoka v. Best Buy Stores, L.P.* (2021) 71 Cal. App. 5th 126, 133.) The First Amended Complaint further makes clear that Plaintiff’s theory of negligence against SEA is that Service Quick’s technician breached his duty of care owed to Plaintiff by “failing to perform the repairs in a good and workmanlike manner” and that the alleged damage to Plaintiff’s flooring was caused by “the technician’s careless reinstallation and forceful repositioning of the dryer against the wall.” (FAC ¶¶ 15, 34.) As such, the statements Plaintiff claims were made to him by Service Quick’s technician are of no consequence because such statements have no bearing on Plaintiff’s alleged theory of negligence against SEA. In sum, the Court should disregard this evidence because, in addition to being inadmissible hearsay, the alleged statements made by Service Quick’s technician are irrelevant. (Evid. Code, § 350 [“No evidence is admissible except relevant evidence.”], § 210 [relevant evidence “means evidence . . . having any tendency in reason to prove or disprove any disputed fact that is of consequence to the determination of the action.”].)

<p>6. <b>Paragraph 3, line 21:</b> “I pointed out that Samsung had installed it.” (Dagrella Decl., ¶ 3.)</p>	<p><b>Misstatement of the Record</b> (Evid. Code, § 352). Plaintiff incorrectly states that “Samsung” installed his dryer. The undisputed evidence shows that Plaintiff’s dryer was installed by a third-party company. (See Cooper Decl., Ex. 6.)</p>
<p>7. <b>Paragraph 3, lines 21 through 23:</b> “Finally, he claimed the installers—though dispatched by Samsung—were ‘independent’ and thus Samsung wasn’t responsible. I perceived this as a rehearsed deflection tactic.” (Dagrella Decl., ¶ 3.)</p>	<p><b>Inadmissible Hearsay</b> (Evid. Code, § 1200). Paragraph 3 of Plaintiff’s declaration includes statements allegedly made to Plaintiff by Service Quick, Inc.’s technician on September 4, 2024. Statements made by Service Quick, Inc.’s technician are inadmissible hearsay. They also are not binding on SEA because Service Quick, Inc.’s technician is an independent contractor and not an agent or employee of SEA. Plaintiff had not and cannot identify any exception that would make such alleged out-of-court statements admissible, and they must be disregarded. (Evid. Code § 1200.)</p> <p><b>Irrelevant</b> (Evid. Code § 350; § 210). The inadmissible hearsay statements allegedly made by Service Quick’s technician on September 4, 2024 are not relevant to any of Plaintiff’s causes of action against SEA. With respect to Plaintiff’s breach of warranty claims, it is well-established that a manufacturer’s liability for breach of warranty “derives from, and is measured by, the terms of that warranty.” (<i>Cipollone v. Liggett Group, Inc.</i> (1992) 505 U.S. 504, 525-26.) As such, the alleged statements made by Service Quick’s technician to Plaintiff have no tendency to prove or disprove whether SEA breached the Limited Warranty. Statutory law further makes clear that such statements are irrelevant to Plaintiff’s breach of warranty claims against SEA. (See Civ. Code, § 1791(f); Civ. Code, § 1796.5.) With respect to his negligence claim against SEA, statements made by Service Quick’s technician are likewise irrelevant because SEA cannot be held</p>

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vicariously liable for the technician’s alleged negligence because he is an independent contractor and not an employee or agent of SEA. (See *Bacoka v. Best Buy Stores, L.P.* (2021) 71 Cal.App.5th 126, 133.) The First Amended Complaint further makes clear that Plaintiff’s theory of negligence against SEA is that Service Quick’s technician breached his duty of care owed to Plaintiff by “failing to perform the repairs in a good and workmanlike manner” and that the alleged damage to Plaintiff’s flooring was caused by “the technician’s careless reinstallation and forceful repositioning of the dryer against the wall.” (FAC ¶¶ 15, 34.) As such, the statements Plaintiff claims were made to him by Service Quick’s technician are of no consequence because such statements have no bearing on Plaintiff’s alleged theory of negligence against SEA. In sum, the Court should disregard this evidence because, in addition to being inadmissible hearsay, the alleged statements made by Service Quick’s technician are irrelevant. (Evid. Code, § 350 [“No evidence is admissible except relevant evidence.”], § 210 [relevant evidence “means evidence . . . having any tendency in reason to prove or disprove any disputed fact that is of consequence to the determination of the action.”].)

8. **Paragraph 4, lines 25 through 27:** “He conceded this was possible but said he couldn’t blame Samsung due to his employment ties.” (Dagrella Decl., ¶ 4.) **Inadmissible Hearsay** (Evid. Code, § 1200). Paragraph 4 of Plaintiff’s declaration includes statements allegedly made to Plaintiff by Service Quick, Inc.’s technician on September 4, 2024. Statements made by Service Quick, Inc.’s technician are inadmissible hearsay. They also are not binding on SEA because Service Quick, Inc.’s technician is an independent contractor and not an agent or employee of SEA. Plaintiff had not and cannot identify any exception that would make such alleged

1 out-of-court statements admissible, and they must be disregarded.  
2 (Evid. Code § 1200.)

3 **Irrelevant** (Evid. Code § 350; § 210). The inadmissible hearsay  
4 statements allegedly made by Service Quick’s technician on September  
5 4, 2024 are not relevant to any of Plaintiff’s causes of action against  
6 SEA. With respect to Plaintiff’s breach of warranty claims, it is well-  
7 established that a manufacturer’s liability for breach of warranty  
8 “derives from, and is measured by, the terms of that warranty.”  
9 (*Cipollone v. Liggett Group, Inc.* (1992) 505 U.S. 504, 525-26.) As  
10 such, the alleged statements made by Service Quick’s technician to  
11 Plaintiff have no tendency to prove or disprove whether SEA breached  
12 the Limited Warranty. Statutory law further makes clear that such  
13 statements are irrelevant to Plaintiff’s breach of warranty claims against  
14 SEA. (See Civ. Code, § 1791(f); Civ. Code, § 1796.5.) With respect to  
15 his negligence claim against SEA, statements made by Service Quick’s  
16 technician are likewise irrelevant because SEA cannot be held  
17 vicariously liable for the technician’s alleged negligence because he is  
18 an independent contractor and not an employee or agent of SEA. (See  
19 *Bacoka v. Best Buy Stores, L.P.* (2021) 71 Cal.App.5th 126, 133.) The  
20 First Amended Complaint further makes clear that Plaintiff’s theory of  
21 negligence against SEA is that Service Quick’s technician breached his  
22 duty of care owed to Plaintiff by “failing to perform the repairs in a  
23 good and workmanlike manner” and that the alleged damage to  
24 Plaintiff’s flooring was caused by “the technician’s careless  
25 reinstallation and forceful repositioning of the dryer against the wall.”  
26 (FAC ¶¶ 15, 34.) As such, the statements Plaintiff claims were made to  
27 him by Service Quick’s technician are of no consequence because such  
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	<p>statements have no bearing on Plaintiff’s alleged theory of negligence against SEA. In sum, the Court should disregard this evidence because, in addition to being inadmissible hearsay, the alleged statements made by Service Quick’s technician are irrelevant. (Evid. Code, § 350 [“No evidence is admissible except relevant evidence.”], § 210 [relevant evidence “means evidence . . . having any tendency in reason to prove or disprove any disputed fact that is of consequence to the determination of the action.”].)</p>
<p>9. <b>Paragraph 5, lines 1 through 3:</b> “The technician asked me to sign a statement on his mobile device claiming the dryer was ‘repaired.’ I refused, as no repair had occurred, and signing would undermine my warranty claim.” (Dagrella Decl., ¶ 5.)</p>	<p><b>Inadmissible Hearsay</b> (Evid. Code, § 1200). Paragraph 5 of Plaintiff’s declaration includes statements allegedly made to Plaintiff by Service Quick, Inc.’s technician on September 4, 2024. Statements made by Service Quick, Inc.’s technician are inadmissible hearsay. They also are not binding on SEA because Service Quick, Inc.’s technician is an independent contractor and not an agent or employee of SEA. Plaintiff had not and cannot identify any exception that would make such alleged out-of-court statements admissible, and they must be disregarded. (Evid. Code § 1200.)</p> <p><b>Irrelevant</b> (Evid. Code § 350; § 210). The inadmissible hearsay statements allegedly made by Service Quick’s technician on September 4, 2024 are not relevant to any of Plaintiff’s causes of action against SEA. With respect to Plaintiff’s breach of warranty claims, it is well-established that a manufacturer’s liability for breach of warranty “derives from, and is measured by, the terms of that warranty.” (<i>Cipollone v. Liggett Group, Inc.</i> (1992) 505 U.S. 504, 525-26.) As such, the alleged statements made by Service Quick’s technician to Plaintiff have no tendency to prove or disprove whether SEA breached the Limited Warranty. Statutory law further makes clear that such</p>

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	<p>statements are irrelevant to Plaintiff’s breach of warranty claims against SEA. (See Civ. Code, § 1791(f); Civ. Code, § 1796.5.) With respect to his negligence claim against SEA, statements made by Service Quick’s technician are likewise irrelevant because SEA cannot be held vicariously liable for the technician’s alleged negligence because he is an independent contractor and not an employee or agent of SEA. (See <i>Bacoka v. Best Buy Stores, L.P.</i> (2021) 71 Cal.App.5th 126, 133.) The First Amended Complaint further makes clear that Plaintiff’s theory of negligence against SEA is that Service Quick’s technician breached his duty of care owed to Plaintiff by “failing to perform the repairs in a good and workmanlike manner” and that the alleged damage to Plaintiff’s flooring was caused by “the technician’s careless reinstallation and forceful repositioning of the dryer against the wall.” (FAC ¶¶ 15, 34.) As such, the statements Plaintiff claims were made to him by Service Quick’s technician are of no consequence because such statements have no bearing on Plaintiff’s alleged theory of negligence against SEA. In sum, the Court should disregard this evidence because, in addition to being inadmissible hearsay, the alleged statements made by Service Quick’s technician are irrelevant. (Evid. Code, § 350 [“No evidence is admissible except relevant evidence.”], § 210 [relevant evidence “means evidence . . . having any tendency in reason to prove or disprove any disputed fact that is of consequence to the determination of the action.”].)</p>
<p>10. <b>Paragraph 5, lines 4 through 5:</b> Shockingly, he replied, ‘It’s okay, I’ll sign it for you,’ and forged my</p>	<p><b>Inadmissible Hearsay</b> (Evid. Code, § 1200). Paragraph 5 of Plaintiff’s declaration includes statements allegedly made to Plaintiff by Service Quick, Inc.’s technician on September 4, 2024. Statements made by Service Quick, Inc.’s technician are inadmissible hearsay. They also are</p>

1 signature on the device in  
2 front of me and two  
3 witnesses.” (Dagrella  
4 Decl., ¶ 5.)

not binding on SEA because Service Quick, Inc.’s technician is an independent contractor and not an agent or employee of SEA. Plaintiff had not and cannot identify any exception that would make such alleged out-of-court statements admissible, and they must be disregarded. (Evid. Code § 1200.)

6 **Irrelevant** (Evid. Code § 350; § 210). The inadmissible hearsay  
7 statements allegedly made by Service Quick’s technician on September  
8 4, 2024 are not relevant to any of Plaintiff’s causes of action against  
9 SEA. With respect to Plaintiff’s breach of warranty claims, it is well-  
10 established that a manufacturer’s liability for breach of warranty  
11 “derives from, and is measured by, the terms of that warranty.”  
12 (*Cipollone v. Liggett Group, Inc.* (1992) 505 U.S. 504, 525-26.) As  
13 such, the alleged statements made by Service Quick’s technician to  
14 Plaintiff have no tendency to prove or disprove whether SEA breached  
15 the Limited Warranty. Statutory law further makes clear that such  
16 statements are irrelevant to Plaintiff’s breach of warranty claims against  
17 SEA. (See Civ. Code, § 1791(f); Civ. Code, § 1796.5.) With respect to  
18 his negligence claim against SEA, statements made by Service Quick’s  
19 technician are likewise irrelevant because SEA cannot be held  
20 vicariously liable for the technician’s alleged negligence because he is  
21 an independent contractor and not an employee or agent of SEA. (See  
22 *Bacoka v. Best Buy Stores, L.P.* (2021) 71 Cal.App.5th 126, 133.) The  
23 First Amended Complaint further makes clear that Plaintiff’s theory of  
24 negligence against SEA is that Service Quick’s technician breached his  
25 duty of care owed to Plaintiff by “failing to perform the repairs in a  
26 good and workmanlike manner” and that the alleged damage to  
27 Plaintiff’s flooring was caused by “the technician’s careless  
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	<p>reinstallation and forceful repositioning of the dryer against the wall.” (FAC ¶¶ 15, 34.) As such, the statements Plaintiff claims were made to him by Service Quick’s technician are of no consequence because such statements have no bearing on Plaintiff’s alleged theory of negligence against SEA. In sum, the Court should disregard this evidence because, in addition to being inadmissible hearsay, the alleged statements made by Service Quick’s technician are irrelevant. (Evid. Code, § 350 [“No evidence is admissible except relevant evidence.”], § 210 [relevant evidence “means evidence . . . having any tendency in reason to prove or disprove any disputed fact that is of consequence to the determination of the action.”].)</p>
<p><b>11. Paragraph 5, lines 5 through 6:</b> “After reassembling the dryer, the technician forcefully shoved it back against the laundry room wall.” (Dagrella Decl., ¶ 5.)</p>	<p><b>Irrelevant</b> (Evid. Code § 350; § 210). Whether the technician “forcefully shoved” the Dryer is not relevant to any of Plaintiff’s causes of action against SEA. With respect to Plaintiff’s breach of warranty claims, it is well-established that a manufacturer’s liability for breach of warranty “derives from, and is measured by, the terms of that warranty.” (<i>Cipollone v. Liggett Group, Inc.</i> (1992) 505 U.S. 504, 525-26.) As such, Service Quick’s technician’s conduct has no tendency to prove or disprove whether SEA breached the Limited Warranty. Statutory law further makes clear that such statements are irrelevant to Plaintiff’s breach of warranty claims against SEA. (See Civ. Code, § 1791(f); Civ. Code, § 1796.5.) With respect to his negligence claim against SEA, the Service Quick technician’s actions are likewise irrelevant because SEA cannot be held vicariously liable for the technician’s alleged negligence because he is an independent contractor and not an employee or agent of SEA. (See <i>Bacoka v. Best Buy Stores, L.P.</i> (2021) 71 Cal.App.5th 126, 133.) The First Amended Complaint</p>

	<p>further makes clear that Plaintiff’s theory of negligence against SEA is that Service Quick’s technician breached his duty of care owed to Plaintiff by “failing to perform the repairs in a good and workmanlike manner” and that the alleged damage to Plaintiff’s flooring was caused by “the technician’s careless reinstallation and forceful repositioning of the dryer against the wall.” (FAC ¶¶ 15, 34.) In sum, the Court should disregard this evidence because, in addition to being inadmissible hearsay, the alleged statements made by Service Quick’s technician are irrelevant. (Evid. Code, § 350 [“No evidence is admissible except relevant evidence.”], § 210 [relevant evidence “means evidence . . . having any tendency in reason to prove or disprove any disputed fact that is of consequence to the determination of the action.”].)</p>
<p>12. <b>Paragraph 6, lines 9 through 13:</b> “When I clarified Samsung was the retailer and installer, Kingston shifted gears, claiming internal damage wasn’t covered under warranty and refusing replacement. I argued this was a new dryer delivered defective, and Samsung’s blame-shifting made no sense when it controlled the entire process—sale,</p>	<p><b>Irrelevant</b> (Evid. Code § 350; § 210). Plaintiff’s statement in Paragraph 6 are not relevant to any of Plaintiff’s causes of action against SEA. With respect to Plaintiff’s breach of warranty claims, it is well-established that a manufacturer’s liability for breach of warranty “derives from, and is measured by, the terms of that warranty.” (<i>Cipollone v. Liggett Group, Inc.</i> (1992) 505 U.S. 504, 525-26.) The statements Plaintiff claims Kingston made have no tendency to prove or disprove whether the Dryer is covered by the terms of the Limited Warranty. With respect to Plaintiff’s negligence claim against SEA, his claim is based on the conduct of Service Quick, Inc.’s technician and not Kingston. Accordingly, this portion of Paragraph 6 is irrelevant and inadmissible. (Evid. Code, § 350 [“No evidence is admissible except relevant evidence.”], § 210 [relevant evidence “means evidence . . . having any tendency in reason to prove or disprove any disputed fact that is of consequence to the determination of the action.”].)</p>

<p>1 delivery, and installation.”  2 (Dagrella Decl., ¶ 6.)</p>	<p><b>Improper Legal Argument/Conclusion</b> (Evid. Code, §§ 310, 800). Plaintiff’s belief, opinion, or conclusion that his dryer has a “defect” is an improper legal conclusion and is inadmissible. (<i>Hayman v. Block</i> (1986) 176 Cal.App.3d 629, 638-39 [“affidavits must cite evidentiary facts, not legal conclusions or ‘ultimate’ facts”]; <i>Marriage of Heggie</i> (2002) 99 Cal.App.4th 28, 30 n.3 [“The proper place for argument is in points and authorities, not declarations”].)</p>
<p>8  9 <b>13. Paragraph 7, lines 15</b>  10 <b>through 16:</b> “Upon  11 checking, I found the vent  12 hose—reinstalled by the  13 technician—was torn apart  14 and disconnected, likely  15 from his careless handling  16 and forceful  17 repositioning.” (Dagrella  18 Decl., ¶ 7.)</p>	<p><b>Irrelevant</b> (Evid. Code, §§ 210, 350). Plaintiff’s statements about the damage caused to his vent hose by Service Quick’s technician are irrelevant because SEA cannot be held vicariously liable for the technician’s alleged negligence as he is an independent contractor and not an employee or agent of SEA. (See <i>Bacoka v. Best Buy Stores, L.P.</i> (2021) 71 Cal.App.5th 126, 133.) Accordingly, Mr. Hernandez’s “conclusions” are irrelevant and inadmissible. (Evid. Code, § 350 [“No evidence is admissible except relevant evidence.”], § 210 [relevant evidence “means evidence . . . having any tendency in reason to prove or disprove any disputed fact that is of consequence to the determination of the action.”].)</p> <p><b>Speculation, Lacks Foundation</b> (Evid. Code § 702). Paragraph 7 of Plaintiff’s declaration is facially speculative, stating that the damage to the vent hose was “likely from [the technician’s] careless handling and forceful repositioning” of the dryer. Plaintiff’s own self-serving statements are insufficient to establish the existence of a defect and fall short of Plaintiff’s burden as the party moving for summary judgment. (See <i>Guthrey v. State of Cal.</i> (1998) 63 Cal. App. 4th 1108, 1120 [plaintiff’s declaration was inadmissible because it was based on opinion and conclusions instead of evidentiary facts]; <i>Fajardo v. Dailey</i></p>

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(2022) 85 Cal. App. 5th 221, 227 [holding a declaration had no evidentiary value and could not support summary judgment because the opinions about the alleged defect in a sidewalk were factually unsupported and contained no admissible evidence showing the condition of the sidewalk at the time of the accident]; see also *Aguilar v. Atl. Richfield Co.* (2001) 25 Cal. 4th 826, 851 [holding that, when a plaintiff moves for summary judgment, “he must present evidence that would *require* a reasonable trier of fact to find any underlying material fact more likely than not--otherwise, he would not be entitled to judgment *as a matter of law.*”], emphasis in original.) Without offering any admissible evidence to support his conclusion, Paragraph 7 constitutes inadmissible speculation and must be excluded. (See *McHenry v. Asylum Entm't Del., LLC* (2020) 46 Cal. App. 5th 469, 479 [speculation is not evidence]; *Bozzi v. Nordstrom, Inc.* (2010) 186 Cal. App. 4th 755, 761 [holding declarations submitted in support of a motion for summary judgment must show the declarant’s personal knowledge and competency to testify, state facts and not just conclusions, and not include inadmissible hearsay or opinion], citing Code Civ. Proc., § 437c, subd. (d).)

**14. Paragraph 7, lines 16 through 18:** “Hot air and potentially hazardous carbon dioxide were venting into the room instead of outside, posing a health risk.” (Dagrella Decl., ¶ 7.) **Speculation, Lacks Foundation** (Evid. Code § 702). Plaintiff fails to submit any admissible evidence to support his conclusion that “potentially hazardous carbon dioxide” was “vented into the room.” His own self-serving statements are insufficient to establish the existence of a defect and fall short of Plaintiff’s burden as the party moving for summary judgment. (See *Guthrey v. State of Cal.* (1998) 63 Cal. App. 4th 1108, 1120 [plaintiff’s declaration was inadmissible because it was based on opinion and conclusions instead of evidentiary facts]; *Fajardo*

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*v. Dailey* (2022) 85 Cal. App. 5th 221, 227 [holding a declaration had no evidentiary value and could not support summary judgment because the opinions about the alleged defect in a sidewalk were factually unsupported and contained no admissible evidence showing the condition of the sidewalk at the time of the accident]; see also *Aguilar v. Atl. Richfield Co.* (2001) 25 Cal. 4th 826, 851 [holding that, when a plaintiff moves for summary judgment, “he must present evidence that would *require* a reasonable trier of fact to find any underlying material fact more likely than not--otherwise, he would not be entitled to judgment *as a matter of law*.”], emphasis in original.) Without offering any admissible evidence to support his conclusion, this portion of Paragraph 7 is inadmissible speculation and must be excluded. (See *McHenry v. Asylum Entm’t Del., LLC* (2020) 46 Cal. App. 5th 469, 479 [speculation is not evidence]; *Bozzi v. Nordstrom, Inc.* (2010) 186 Cal. App. 4th 755, 761 [holding declarations submitted in support of a motion for summary judgment must show the declarant’s personal knowledge and competency to testify, state facts and not just conclusions, and not include inadmissible hearsay or opinion], citing Code Civ. Proc., § 437c, subd. (d).)

**Irrelevant** (Evid. Code, §§ 210, 350). Plaintiff’s statements concerning the damage caused to his vent house by Service Quick’s technician are irrelevant because SEA cannot be held vicariously liable for the technician’s alleged negligence as he is an independent contractor and not an employee or agent of SEA. (See *Bacoka v. Best Buy Stores, L.P.* (2021) 71 Cal.App.5th 126, 133.) Accordingly, Plaintiff’s statement is irrelevant and inadmissible. (Evid. Code, § 350 [“No evidence is admissible except relevant evidence.”], § 210 [relevant evidence

	<p>“means evidence . . . having any tendency in reason to prove or disprove any disputed fact that is of consequence to the determination of the action.”].)</p>
<p>15. <b>Paragraph 7, lines 18 through 19:</b> “I also discovered scratches and cracks in the floor around the dryer’s base, clearly caused by the technician’s rough handling.” (Dagrella Decl., ¶ 7.)</p>	<p><b>Irrelevant</b> (Evid. Code, §§ 210, 350). Plaintiff’s statements concerning his claimed flooring damage are irrelevant because SEA cannot be held vicariously liable for the technician’s alleged negligence as he is an independent contractor and not an employee or agent of SEA. (See <i>Bacoka v. Best Buy Stores, L.P.</i> (2021) 71 Cal.App.5th 126, 133.) Accordingly, Plaintiff’s statement is irrelevant and inadmissible. (Evid. Code, § 350 [“No evidence is admissible except relevant evidence.”], § 210 [relevant evidence “means evidence . . . having any tendency in reason to prove or disprove any disputed fact that is of consequence to the determination of the action.”].)</p>
<p>16. <b>Paragraph 7, lines 19 through 25:</b> “The situation is particularly severe because the damaged floor pieces are no longer manufactured, making a simple replacement impossible. Replacing only the damaged floor pieces with a different design would create an unsightly and inconsistent floor appearance, drastically</p>	<p><b>Irrelevant</b> (Evid. Code, §§ 210, 350). Plaintiff’s statements concerning his claimed flooring damage are irrelevant because SEA cannot be held vicariously liable for the technician’s alleged negligence as he is an independent contractor and not an employee or agent of SEA. (See <i>Bacoka v. Best Buy Stores, L.P.</i> (2021) 71 Cal.App.5th 126, 133.) Accordingly, Plaintiff’s statement is irrelevant and inadmissible. (Evid. Code, § 350 [“No evidence is admissible except relevant evidence.”], § 210 [relevant evidence “means evidence . . . having any tendency in reason to prove or disprove any disputed fact that is of consequence to the determination of the action.”].)</p>

1 reducing the aesthetic  
 2 value and potentially the  
 3 market value of the  
 4 property. To restore the  
 5 floor to its original  
 6 condition and maintain the  
 7 home's integrity, it is  
 8 necessary to replace all the  
 9 flooring in both the  
 10 laundry area and the  
 11 adjoining foyer.”  
 12 (Dagrella Decl., ¶ 7.)

13 **17. Paragraph 7, lines 26**  
 14 **through 27:** “A different  
 15 licensed contractor  
 16 estimated \$30,000 for the  
 17 same work.” (Dagrella  
 18 Decl., ¶ 7.)

**Inadmissible Hearsay** (Evid. Code, § 1200). Plaintiff’s statement that  
 an unidentified licensed contractor “estimated \$30,000” to repair his  
 flooring constitutes inadmissible hearsay for which no exception  
 applies.

**Irrelevant** (Evid. Code, §§ 210, 350). Plaintiff’s inadmissible hearsay  
 statements concerning estimates to repair his claimed flooring damage  
 are irrelevant because SEA cannot be held vicariously liable for the  
 technician’s alleged negligence as he is an independent contractor and  
 not an employee or agent of SEA. (See *Bacoka v. Best Buy Stores, L.P.*  
 (2021) 71 Cal.App.5th 126, 133.) Accordingly, Plaintiff’s statement is  
 irrelevant and inadmissible. (Evid. Code, § 350 [“No evidence is  
 admissible except relevant evidence.”], § 210 [relevant evidence  
 “means evidence . . . having any tendency in reason to prove or disprove  
 any disputed fact that is of consequence to the determination of the  
 action.”].)

<p>18. <b>Paragraph 8, lines 2 through 3:</b> “Samsung requested four extensions, claiming it needed time to gather information.” (Dagrella Decl., ¶ 8.)</p>	<p><b>Irrelevant</b> (Evid. Code § 350; § 210). Plaintiff’s statements about discovery have no tendency to prove or disprove any of his causes of action. Accordingly, his statements are irrelevant and inadmissible (Evid. Code, § 350 [“No evidence is admissible except relevant evidence.”], § 210 [relevant evidence “means evidence . . . having any tendency in reason to prove or disprove any disputed fact that is of consequence to the determination of the action.”].)</p>
<p>19. <b>Paragraph 8, lines 4 through 6:</b> “Only after I threatened a motion for sanctions on February 1, 2025, did Samsung provide minimal responses on February 26, 2025. (Dagrella Decl., ¶ 8.)</p>	<p><b>Irrelevant</b> (Evid. Code § 350; § 210). Plaintiff’s statements about discovery have no tendency to prove or disprove any of his causes of action. Accordingly, his statements are irrelevant and inadmissible (Evid. Code, § 350 [“No evidence is admissible except relevant evidence.”], § 210 [relevant evidence “means evidence . . . having any tendency in reason to prove or disprove any disputed fact that is of consequence to the determination of the action.”].)</p>
<p>20. <b>Paragraph 9, lines 7 through 8:</b> “Samsung’s refusal to honor its warranty and its technician’s negligence have cost me \$959.83 for a defective dryer and \$23,520 in floor repairs, totaling \$24,479.83 in damages.” (Dagrella Decl., ¶ 9.)</p>	<p><b>Misstatement of the Record</b> (Evid. Code, § 352). Plaintiff refers to Service Quick’s technician as SEA’s technician. The undisputed evidence shows that the technician was an employee of Service Quick, and not an employee or agent of SEA. It further shows that the technician performed the warranty repair services as an independent contractor. Thus, Plaintiff’s statement is misleading and unsupported by the record. (See Cooper Decl., Ex. 5.)</p> <p><b>Irrelevant</b> (Evid. Code, §§ 210, 350). Insofar as Plaintiff claims that the “technician’s negligence” has cost him “\$23,520 in floor repairs,” SEA objects because Plaintiff cannot recover those damages from SEA and, therefore, are not relevant. (See <i>Bacoka v. Best Buy Stores, L.P.</i> (2021) 71 Cal.App.5th 126, 133.) (Evid. Code, § 350 [“No evidence is</p>

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admissible except relevant evidence.”], § 210 [relevant evidence “means evidence . . . having any tendency in reason to prove or disprove any disputed fact that is of consequence to the determination of the action.”].)

**Improper Legal Argument/Conclusion** (Evid. Code, §§ 310, 800). Plaintiff’s belief, opinion, or conclusion that SEA refused “to honor its warranty” and that he was delivered a “defective dryer” are improper legal conclusions and are inadmissible. (*Hayman v. Block* (1986) 176 Cal.App.3d 629, 638-39 [“affidavits must cite evidentiary facts, not legal conclusions or ‘ultimate’ facts”]; *Marriage of Heggie* (2002) 99 Cal.App.4th 28, 30 n.3 [“The proper place for argument is in points and authorities, not declarations”].)

Dated: May 13, 2025

GREENBERG TRAURIG, LLP

By: /s/ Jennifer C. Cooper  
Jennifer C. Cooper  
Robert J. Herrington  
Evan C. Morehouse  
Attorneys for Defendant  
SAMSUNG ELECTRONICS AMERICA, INC.

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:**

3 I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a  
4 party to the within action; my business address is 1840 Century Park East, Suite 1900, Los Angeles,  
California 90067-2121 and email address is Ashlee.Booker@gtlaw.com.

5 On May 13, 2025, I served the following document: **DEFENDANT SAMSUNG**  
6 **ELECTRONICS AMERICA, INC.'S EVIDENTIARY OBJECTIONS TO THE DECLARATIONS**  
7 **OF ANTONIO HERNANDEZ AND JERRY DAGRELLA** on the interested parties in this action  
addressed as follows:

8 Jerry R. Dagrella DAGRELLA LAW FIRM, P.C. 1001 Wilshire Blvd., Suite 2228 9 Los Angeles, CA 90017 Tel: (714) 292-8249 10 Email: <a href="mailto:dagrella@lawyer.com">dagrella@lawyer.com</a>	<i>Attorney for Plaintiff</i>
11 Jason M. Ackerman ACKERMAN LAW, PC 12 3200 East Gausti Rd., Suite 100 Ontario, CA 91761 13 Tel: (909) 456-1460 14 Email: <a href="mailto:jason.ackerman@ackermanlawpc.com">jason.ackerman@ackermanlawpc.com</a>	<i>Attorney for Plaintiff</i>

15  **[BY MAIL]** By placing the document(s) listed above in a sealed envelope with postage thereon  
16 fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below. I  
17 am familiar with the firm's practice of collection and processing correspondence for mailing.  
Under that practice it would be deposited with the U.S. postal service on that same day with  
postage thereon fully prepaid in the ordinary course of business.

18  **[BY E-MAIL]** By transmitting via e-mail the document(s) listed above to the addresses set forth  
19 below on this date.

20 I declare under penalty of perjury under the laws of the State of California that the above is true  
and correct.

21 Executed on May 13, 2025 at Los Angeles, California.

22 *Ashlee D. Booker*  
23 \_\_\_\_\_  
Ashlee D. Booker

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Evan C. Morehouse (SBN 358293)  
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6 Evan.Morehouse@gtlaw.com

7 Attorneys for Defendant  
8 SAMSUNG ELECTRONICS AMERICA, INC.

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF RIVERSIDE**

11 JERRY DAGRELLA, an individual,

12 Plaintiff,

13 v.

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

17 Defendants.

Case No.: CVCO2405948

Assigned to the Hon. Laura Garcia  
Dept. C1

**DEFENDANT SAMSUNG ELECTRONICS  
AMERICA, INC.'S RESPONSE TO  
PLAINTIFF'S SEPARATE STATEMENT OF  
UNDISPUTED FACTS AND STATEMENT OF  
ADDITIONAL UNDISPUTED MATERIAL  
FACTS IN OPPOSITION TO PLAINTIFF'S  
MOTION FOR SUMMARY JUDGMENT, OR IN  
THE ALTERNATIVE, SUMMARY  
ADJUDICATION OF ISSUES**

Date: June 2, 2025

Time 8:30 a.m.

Dept.: C-1

*[Filed concurrently with SEA's Opposition to  
Plaintiff's Motion for Summary Judgment;  
Declaration of Jennifer Cooper in Support of  
Opposition; SEA's Evidentiary Objections to the  
Declarations of Expert Antonio Hernandez and  
Plaintiff Jerry Dagrella; and [Proposed] Order  
Sustaining SEA's Evidentiary Objections]  
[Limited Civil Case]*

Complaint Filed: September 5, 2024

First Amended Complaint Filed: October 7, 2024

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**SEA’S RESPONSE TO PLAINTIFF’S SEPARATE STATEMENT OF UNDISPUTED MATERIAL FACTS**

**ISSUE NO. 1: The First Cause of Action for Breach of Express Warranty Has No Triable Issue Because Samsung Failed to Honor its Warranty For A Manufacturing Defect**

No.	Plaintiff’s Undisputed Material Facts and Supporting Evidence	SEA’s Response and Supporting Evidence
1.	<p>On August 11, 2024, Plaintiff purchased a Samsung gas dryer for \$959.83 from Samsung.com, with an express warranty covering manufacturing defects.</p> <p>Declaration of Jerry Dagrella (“Dagrella Decl.”) at ¶ 2, Ex. A.</p>	<p>Undisputed that Plaintiff purchased a Samsung® Smart Gas Dryer, Product Model No. DVG50BG8300VA3 (the “Dryer”) for \$959.83 from Samsung.com on August 11, 2025. Undisputed that the Dryer had an express limited warranty.</p> <p>Disputed that the Limited Warranty covered all “manufacturing defects.” By its terms, the Limited Warranty covers “manufacturing defects in materials or workmanship encountered in normal household, noncommercial use of” the Dryer.</p> <p><u>Supporting Evidence</u> Declaration of Jennifer C. Cooper (“Cooper Decl.”), Ex. 1 at 3 [SEA00000039].</p>
2.	<p>The dryer contained a manufacturing defect.</p> <p>Declaration of Antonio Hernandez (“Hernandez Decl.”) at ¶¶ 3-6.</p>	<p><b>Evidentiary Objections:</b> Objs. to Declaration of Antonio Hernandez, Nos. 1–11.</p> <p>Disputed that the Dryer had a “manufacturing defect.” It is also disputed that Plaintiff’s claimed “defect” in the Dryer is covered by the terms of the Limited Warranty.</p> <p>Plaintiff fails to support this fact with any admissible evidence tending to show that the Dryer had “manufacturing defects in materials or workmanship encountered in normal household, noncommercial use of” the Dryer. As such, Plaintiff has failed to carry his burden under Code of Civil Procedure section 437c(b)(1).</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 2; <i>Id.</i>, Ex. 3 at p. 5 [SEA00000004]; <i>Id.</i>, Ex. 4 [SEA00000047]; <i>Id.</i>, Ex. 6 at p. 3 [SEA00000043]; <i>Id.</i>, Ex. 12 at p. 56 [SEA00000164].</p>
3.	<p>Plaintiff requested warranty service from Samsung.</p> <p>Dagrella Decl. at ¶ 3.</p>	<p>Undisputed that Plaintiff requested warranty service on September 2, 2024.</p> <p>Disputed that SEA was the entity that performed the warranty service repair on September 4, 2024. Plaintiff’s claim was assigned to SEA’s authorized service center, Service Quick, Inc. (“SQ”), which</p>

		<p>performed the warranty service at Plaintiff's residence on September 4, 2024. SQ did so pursuant to the terms of the Samsung Service Center Agreement between SEA and SQ, which makes clear that SQ and its technicians are independent contractors.</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 3 at pp. 6-7 [SEA00000006-SEA00000007]; <i>Id.</i>, Ex. 4 [SEA00000047], <i>Id.</i>, Ex. 5 at § 12 [SEA00000056].</p>
4.	<p>Samsung denied warranty coverage.</p> <p>Dagrella Decl. at ¶¶ 3, 6.</p>	<p><b>Evidentiary Objections:</b> Objs. to Declaration of Jerry Dagrella, Nos. 3–7, 12.</p> <p>Undisputed that Plaintiff was told that the damage to his Dryer was not covered by the Limited Warranty on September 4, 2024.</p> <p>Disputed that SEA “denied warranty coverage” as SEA was continuing to investigate Plaintiff’s warranty claim when he filed his lawsuit on September 5, 2024. On October 8, 2024, Plaintiff was offered a replacement or refund for the dryer, but he declined.</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 3 at p. 1-2 [SEA00000001-SEA00000002]; <i>Id.</i>, Ex. 13 at p. 2 [SEA00000178].</p>

**B. ISSUE NO. 2: The Second Cause of Action For Violation Of The Magnuson-Moss Warranty Act Has No Triable Issue Because Samsung Violated Its Written Warranty**

No.	Plaintiff’s Undisputed Material Facts and Supporting Evidence	SEA’s Response and Supporting Evidence
5.	<p>The gas dryer is a “consumer product” under 15 U.S.C. § 2301(1), Plaintiff is a “consumer” under § 2301(3), and Samsung is a “warrantor” under § 2301(5).</p> <p>Dagrella Decl. ¶ 2, Ex. A.</p>	<p>Undisputed but immaterial because the definitions codified in 15 U.S.C. § 2301 are not elements of a cause of action under the MMWA.</p>
6.	<p>Samsung provided an express written warranty covering manufacturing defects.</p> <p>Dagrella Decl. ¶ 2, Ex. A.</p>	<p>Undisputed that the Dryer had an express limited warranty.</p> <p>Disputed that the Limited Warranty covered all “manufacturing defects.” By its terms, the Limited Warranty covers “manufacturing defects in materials or workmanship encountered in normal household, noncommercial use of” the Dryer.</p> <p><u>Supporting Evidence</u></p>

		Declaration of Jennifer C. Cooper (“Cooper Decl.”), Ex. 1 at 3 [SEA00000039].
7.	The dryer contained a manufacturing defect.  Hernandez Decl. ¶¶ 3-6.	<p><b>Evidentiary Objections:</b> Objs. to Declaration of Antonio Hernandez, Nos. 1–11.</p> <p>Disputed that the Dryer had a “manufacturing defect.” It is also disputed that Plaintiff’s claimed “defect” in the Dryer is covered by the terms of the Limited Warranty.</p> <p>Plaintiff fails to support this fact with any admissible evidence tending to show that the Dryer had “manufacturing defects in materials or workmanship encountered in normal household, noncommercial use of” the Dryer. As such, Plaintiff has failed to carry his burden under Code of Civil Procedure section 437c(b)(1).</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 2; <i>Id.</i>, Ex. 3 at p. 5 [SEA00000004]; <i>Id.</i>, Ex. 4 [SEA00000047]; <i>Id.</i>, Ex. 6 at p. 3 [SEA00000043]; <i>Id.</i>, Ex. 8 [SEA00000028-SEA00000036]; <i>Id.</i>, Ex. 12 at p. 56 [SEA00000164].</p>
8.	Plaintiff requested warranty service from Samsung.  Dagrella Decl. ¶ 3.	<p>Undisputed that Plaintiff requested warranty service on September 2, 2024.</p> <p>Disputed that SEA was the entity that performed the warranty service repair on September 4, 2024. Plaintiff’s claim was assigned to SEA’s authorized service center, SQ, which performed the warranty service at Plaintiff’s residence on September 4, 2024. SQ did so pursuant to the terms of the Samsung Service Center Agreement between SEA and SQ, which makes clear that SQ and its technicians are independent contractors.</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 3 at pp. 6-7 [SEA00000006-SEA00000007]; <i>Id.</i>, Ex. 4 [SEA00000047], <i>Id.</i>, Ex. 5 at § 12 [SEA00000056].</p>
9.	Samsung denied warranty coverage.  Dagrella Decl. ¶¶ 3, 6.	<p><b>Evidentiary Objections:</b> Objs. to Declaration of Jerry Dagrella, Nos. 3–7, 12.</p> <p>Undisputed that Plaintiff was told that the damage to his Dryer was not covered by the Limited Warranty on September 4, 2024.</p> <p>Disputed that SEA “denied warranty coverage” as SEA was continuing to investigate Plaintiff’s warranty claim when he filed his lawsuit on September 5, 2024. On October 8, 2024, Plaintiff</p>

		<p>was offered a replacement or refund for the dryer, but he declined.</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 3 at p. 1-2 [SEA00000001-SEA00000002]; <i>Id.</i>, Ex. 13 at p. 2 [SEA00000178].</p>
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**C. ISSUE NO. 3: The Third Cause of Action For Negligence Has No Triable Issue Because Samsung’s Technician Damaged Plaintiff’s Property Through Incompetent Service**

No.	Plaintiff’s Undisputed Material Facts and Supporting Evidence	SEA’s Response and Supporting Evidence
10.	<p>On September 4, 2024, Samsung dispatched a technician to Plaintiff’s home for warranty service on the defective dryer.</p> <p>Dagrella Decl. ¶ 3.</p>	<p><b>Evidentiary Objections:</b> Objs. to Declaration of Jerry Dagrella, Nos. 3–7.</p> <p>Undisputed that Plaintiff’s only warranty repair appointment happened at his residence on September 4, 2024.</p> <p>Disputed that “Samsung” dispatched a technician to Plaintiff’s home on September 4, 2024. The undisputed evidence shows that Plaintiff’s warranty service claim was assigned to Service Quick, Inc. on September 2, 2024. From then on, Plaintiff and Service Quick, Inc. communicated about Plaintiff’s warranty service claim. It was Service Quick, Inc. that “dispatched” its technician to Plaintiff’s home on September 4, 2024. SEA did not directly hire, supervise, or control Service Quick, Inc.’s technician, who is an independent contractor and not an employee or agent of SEA.</p> <p>Disputed that the Dryer is “defective” or was “defective” on September 4, 2024. Notwithstanding, the existence of a defect in the Dryer is immaterial to Plaintiff’s third cause of action for negligence against SEA.</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 1 at p. 2 [SEA00000038]; <i>Id.</i>, Ex. 3 at pp. 4-7 [SEA00000004-SEA00000007]; <i>Id.</i>, Ex. 4 [SEA00000047]; <i>Id.</i>, Ex. 5 [SEA00000049-SEA00000058].</p>
11.	<p>Industry standards require technicians to move appliances to open areas (e.g., a garage) before dismantling to avoid interior damage; Samsung’s technician did not follow this practice.</p>	<p><b>Evidentiary Objections:</b> Objs. to Declaration of Antonio Hernandez, Nos. 1–11.</p> <p>The cited evidence is inadmissible and does not support this purported fact. Notwithstanding, this purported fact is immaterial because the undisputed</p>

<p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18</p>	<p>Hernandez Decl. ¶ 8.</p>	<p>evidence shows that Service Quick, Inc.’s technician was an independent contractor and not an employee or agent of SEA. By referring to him as “Samsung’s technician,” Plaintiff is attempting to mislead the Court and he has not offered any evidence to prove that Service Quick, Inc’s technician was not an independent contractor. Even if this purported fact were true, it is immaterial because SEA cannot be held liable for the damages caused by the negligence of an independent contractor. Plaintiff cannot prove his theory of ostensible agency because the undisputed evidence shows that Plaintiff knew or (as an attorney himself) reasonably should have known that Service Quick, Inc.’s technician was not acting as an agent for SEA. SEA also does not owe Plaintiff a non-delegable duty because the undisputed evidence shows that SEA did not directly hire, supervise, or control Service Quick, Inc.’s technician. The non-delegable duty doctrine is also inapplicable under California’s Song-Beverly Act and because the duty Plaintiff seeks to impose arises from a contract – i.e., the Limited Warranty and the Service Center Agreement between SEA and Service Quick, Inc.</p> <p>This purported fact is otherwise disputed. Plaintiff has failed to carry his burden under Code of Civil Procedure section 437c(b)(1).</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 1 at p. 2 [SEA00000038]; <i>Id.</i>, Ex. 3 at pp. 1-7 [SEA00000001-SEA00000007]; <i>Id.</i>, Ex. 4 [SEA00000047]; <i>Id.</i>, Ex. 5 [SEA00000049-SEA00000058]; <i>Id.</i>, Ex. 8 at p. 4 [SEA00000031].</p>
<p>19 20 21 22 23 24 25 26 27 28</p>	<p>12. The technician damaged the floor with scratches and cracks.</p> <p>Dagrella Decl. ¶¶ 5, 7; Hernandez Decl. ¶ 7.</p>	<p><b>Evidentiary Objections:</b> Objs. to Declaration of Antonio Hernandez, Nos. 1–11; Objs. to Declaration of Jerry Dagrella Nos. 9–11, 13–17.</p> <p>The declarations cited to support this purported fact are inadmissible. Plaintiff has not offered any documentary evidence to prove that his flooring has been damaged and that such damage occurred on September 4, 2024. Notably, Plaintiff also refused to produce photographs of his flooring, stating that he “has no practical reason to photograph his own flooring—a mundane feature he observes daily.” (See Cooper Decl., Ex. 17 at p. 5, Ex. 18 at p. 1.) As such, Plaintiff has failed to carry his burden under Code of Civil Procedure section 437c(b)(1).</p> <p>This purported fact is also immaterial because the undisputed evidence shows that Service Quick, Inc.’s technician was an independent contractor and</p>

		<p>not an employee or agent of SEA. As such, SEA cannot be held liable for the damages caused by the negligence of an independent contractor. Plaintiff cannot prove his theory of ostensible agency because the undisputed evidence shows that Plaintiff knew or (as an attorney himself) reasonably should have known that Service Quick, Inc.'s technician was not acting as an agent for SEA. SEA also does not owe Plaintiff a non-delegable duty because the undisputed evidence shows that SEA did not directly hire, supervise, or control Service Quick, Inc.'s technician. The non-delegable duty doctrine is also inapplicable under California's Song-Beverly Act and because the duty Plaintiff seeks to impose arises from a contract – i.e., the Limited Warranty and the Service Center Agreement between SEA and Service Quick, Inc.</p> <p>This purported fact is otherwise disputed.</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 1 at p. 2 [SEA00000038]; <i>Id.</i>, Ex. 3 at pp. 1-7 [SEA00000001-SEA00000007]; <i>Id.</i>, Ex. 4 [SEA00000047]; <i>Id.</i>, Ex. 5 [SEA00000049-SEA00000058]; <i>Id.</i>, Ex. 8 at p. 4 [SEA00000031].</p>
13.	<p>The floor repair costs \$23,520.</p> <p>Dagrella Decl. ¶ 7, Ex. B.</p>	<p><b>Evidentiary Objections:</b> Objs. to Declaration of Jerry Dagrella Nos. 13–17.</p> <p>Disputed. Plaintiff has not, in fact, incurred these repair costs. As such, this purported fact is inadmissible speculation. Plaintiff has failed to carry his burden under Code of Civil Procedure section 437c(b)(1).</p> <p>Furthermore, since the First Amended Complaint was filed, Plaintiff's flooring repair cost estimates have grown from \$15,000 to \$23,520 to \$30,000. This undermines the reliability of Plaintiff's evidence offered to support this purported fact.</p> <p>Notwithstanding, this purported fact is immaterial because the undisputed evidence shows that Service Quick, Inc.'s technician was an independent contractor and not an employee or agent of SEA. As such, SEA cannot be held liable for the damages caused by the negligence of an independent contractor. Plaintiff cannot prove his theory of ostensible agency because the undisputed evidence shows that Plaintiff knew or (as an attorney himself) reasonably should have known that Service Quick, Inc.'s technician was not acting as an agent for SEA. SEA also does not owe Plaintiff a non-delegable</p>

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		<p>duty because the undisputed evidence shows that SEA did not directly hire, supervise, or control Service Quick, Inc.'s technician. The non-delegable duty doctrine is also inapplicable under California's Song-Beverly Act and because the duty Plaintiff seeks to impose arises from a contract – i.e., the Limited Warranty and the Service Center Agreement between SEA and Service Quick, Inc.</p> <p>In addition, Plaintiff cannot recover these damages under the Limited Warranty his sole and exclusive remedy is for repair, replacement, or refund of the Dryer. The Limited Warranty explicitly states that SEA “SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ... REMODELING EXPENSES ... REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF [SEA] HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.”</p> <p><u>Supporting Evidence</u> Dagrella Decl., ¶ 7; Cooper Decl., Ex. 1 at p. 4 [SEA00000040]; <i>Id.</i>, Ex. 10 [First Amended Complaint], ¶ 34 [estimating \$15,000]; <i>Id.</i>, Ex. 11 at pp. 5-6.</p>
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**II. SEA’S STATEMENT OF ADDITIONAL UNDISPUTED MATERIAL FACTS AND SUPPORTING EVIDENCE**

**A. ISSUE NO. 1: Plaintiff’s First and Second Causes of Action Against SEA for Breach of Express Warranty and for Violation of the Magnuson-Moss Warranty Act Fail Because the Alleged “Defect” is Not Covered by the Limited Warranty.**

No.	SEA’s Additional Undisputed Material Facts and Supporting Evidence	Plaintiff’s Response and Supporting Evidence
1.	<p>On August 11, 2024, Plaintiff purchased the Dryer through www.samsung.com for \$959.83. The Dryer was delivered and installed at Plaintiff’s residence on August 13, 2024. The Limited Warranty for the Dryer took effect on August 14, 2024, i.e., the date the Dryer was delivered to Plaintiff, and remains in effect for one year from such date.</p> <p><u>Supporting Evidence</u> Dagrella Decl., ¶ 2; Cooper Decl., Ex. 1 at p. 2 [SEA00000039]; <i>Id.</i>, Ex. 6 at p. 1 [SEA00000041].</p>	
2.	<p>Under the Limited Warranty, a consumer purchaser must contact SEA to request warranty service, which “can only be performed by [an] authorized service center.” In-home warranty service is provided to the consumer purchaser at no charge.</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 1 at p. 2 [SEA00000038].</p>	
3.	<p>To receive in-home service, the Dryer “must be unobstructed and accessible to the service agent.”</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 1 at p. 2 [SEA00000038].</p>	
4.	<p>The Limited Warranty covers “manufacturing defects in materials or workmanship encountered in normal household, noncommercial use of” the Dryer.</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 1 at p. 3 [SEA00000039].</p>	
5.	<p>The Limited Warranty does not cover:</p> <p style="padding-left: 40px;">damage that occurs in shipment, delivery, installation, and uses for which this product was not intended; damage caused by unauthorized modification or alteration of the product; ... cosmetic damage including scratches, dents, chips, and other damage to the product’s finishes; damage caused by abuse, misuse, pest infestations, accident, fire, floods, or other acts of nature or God; damage caused by use of equipment, utilities, services, parts, supplies, accessories, applications, installations, repairs, external wiring or connectors not supplied or authorized by [SEA]; damage caused by incorrect electrical line current, voltage, fluctuations and surges;</p>	

1		damage caused by failure to operate and maintain the product according to instructions; in-home instruction on how to use your product; and service to correct installation not in accordance with electrical or plumbing codes or correction of household electrical or plumbing (i.e., house wiring, fuses, or water inlet hoses).	
2		<u>Supporting Evidence</u>	
3		Cooper Decl., Ex. 1 at p. 3 [SEA00000039].	
4	6.	“Visits by an authorized servicer to explain product functions, maintenance or installation” are not covered by the Limited Warranty.	
5		<u>Supporting Evidence</u>	
6		Cooper Decl., Ex. 1 at p. 3 [SEA00000039].	
7	7.	Under the Limited Warranty, SEA “does not warrant uninterrupted or error-free operation” of the Dryer.	
8		<u>Supporting Evidence</u>	
9		Cooper Decl., Ex. 1 at p. 4 [SEA00000040].	
10	8.	On September 2, 2024, Plaintiff contacted SEA to request a warranty repair service.	
11		<u>Supporting Evidence</u>	
12		Dagrella Decl., ¶ 3; Cooper Decl., Ex. 3 at p. 7 [SEA00000007].	
13	9.	On September 2, 2024, SEA assigned Plaintiff’s warranty service request to its independent authorized service center, Service Quick, Inc.	
14		<u>Supporting Evidence</u>	
15		Cooper Decl., Ex. 3 at pp. 6-7 [SEA00000006-SEA00000007]; <i>Id.</i> , Ex. 4 [SEA00000047].	
16	10.	Plaintiff initiated his warranty repair service claim “due to noise during operation” of the Dryer.	
17		<u>Supporting Evidence</u>	
18		Cooper Decl., Ex. 3 at p. 7 [SEA00000007]; <i>Id.</i> , Ex. 9 [Sept. 5, 2024 Complaint], ¶ 8; <i>Id.</i> , Ex. 10 [First Amended Complaint (“FAC”)], ¶ 8; <i>Id.</i> , Ex. 4 [SEA00000047]; Dagrella Decl., ¶ 3.	
19	11.	Since August 13, 2024 (i.e., the date the Dryer was installed at Plaintiff’s residence), the Dryer was operational and functioned for the ordinary purpose of drying clothes, towels, and similar items.	
20		<u>Supporting Evidence</u>	
21		Cooper Decl., Ex. 11 at p. 8 [Plaintiff stating in his verified responses to SEA’s special interrogatories that the dryer functioned for the purpose of drying clothes]; Hernandez Decl.	
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1		at ¶ 4 [stating the Dryer was “functional” when he inspected the unit on February 26, 2023].	
2	12.	The Limited Warranty is contained in the User Manual for the Dryer.	
3		<u>Supporting Evidence</u>	
4		Cooper Decl., Ex. 12 at p. 61-63 [SEA00000169-SEA00000171].	
5	13.	The User Manual for the Dryer discloses to consumers that is normal for this type of dryer to make noise “due to the high velocity of air moving through the dryer drum, fan, or exhaust system” and that it is “normal to hear the dryer gas valve or heating element cycle on and off during the drying cycle.”	
6		<u>Supporting Evidence</u>	
7		Cooper Decl., Ex. 12 at p. 56 [SEA00000164].	
8	14.	On September 4, 2024, at or around 9:56 a.m., Service Quick, Inc.’s repair technician, John Duik Lee, arrived at Plaintiff’s residence.	
9		<u>Supporting Evidence</u>	
10		Cooper Decl., Ex. 4 [SEA00000047].	
11	15.	During his inspection, Mr. Lee observed damage to the left inside frame of the Dryer. Mr. Lee determined and reported to SEA that the Dryer had physical damage.	
12		<u>Supporting Evidence</u>	
13		Cooper Decl., Ex. 3 at p. 5 [SEA00000004]; <i>Id.</i> , Ex. 4 [SEA00000047].	
14	16.	Mr. Lee took photographs of the damage he found inside the Dryer during his inspection of the Dryer at Plaintiff’s residence on September 4, 2024.	
15		<u>Supporting Evidence</u>	
16		Cooper Decl., Ex. 2.	
17	17.	Based on the information conveyed by Mr. Lee, it was determined that the internal damage to the Dryer was not covered by the Limited Warranty.	
18		<u>Supporting Evidence</u>	
19		Cooper Decl., Ex. 3 at p. 5 [SEA00000004].	
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**B. ISSUE NO. 2: Plaintiff's First and Second Causes of Action Against SEA for Breach of Express Warranty and for Violation of the Magnuson-Moss Warranty Act Fail Because Plaintiff Did Not Comply with Commercial Code Section 2607(3)(A).**

No.	SEA's Additional Undisputed Material Facts and Supporting Evidence	Plaintiff's Response and Supporting Evidence
18.	<p>Plaintiff submitted a warranty service request to SEA on September 2, 2024.</p> <p><u>Supporting Evidence</u> Dagrella Decl., ¶ 3; Cooper Decl., Ex. 3 at p. 7 [SEA00000007].</p>	
19.	<p>SEA assigned Plaintiff's warranty service request to its independent authorized service center, Service Quick, Inc., on September 2, 2024.</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 3 at pp. 6-7 [SEA00000006-SEA00000007]; <i>Id.</i>, Ex. 4 [SEA00000047].</p>	
20.	<p>On September 4, 2024, at approximately 9:56 a.m., Service Quick, Inc.'s technician, John Duik Lee, arrived at Plaintiff's residence to inspect and attempt to repair the Dryer.</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 4 [SEA00000047].</p>	
21.	<p>That afternoon, on September 4, 2024, Plaintiff called SEA's customer service number and spoke with a service pending management group ("SPMG") representative named Joseph Fabrice. In Mr. Fabrice's call notes, he wrote that Plaintiff called in "due to the fact the tech came . . . and said the unit can't be repaired because it was damaged during delivery." Mr. Fabrice then transferred Plaintiff to speak with a SPMG representative in E-Commerce.</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 3 at pp. 4-5 [SEA00000003-SEA00000004].</p>	
22.	<p>On September 4, 2024, at or around 4:27 p.m., Plaintiff spoke with a SPMG representative named Kinstong Lucien, who advised Plaintiff that, based on the notes provided by Service Quick, the Dryer had physical damage that was not covered by the Limited Warranty. In Mr. Lucien's call notes, he wrote that Plaintiff told him that he was a lawyer and that "he will sue Samsung." At Plaintiff's request, Mr. Lucien advised Plaintiff that he would arrange a call back from a SPMG supervisor.</p> <p><u>Supporting Evidence</u></p>	

1		Cooper Decl., Ex. 3 at pp. 3-4 [SEA00000002-SEA00000003].	
2	23.	On September 5, 2024, at approximately 10:32 a.m., Plaintiff filed the above-captioned lawsuit against SEA, alleging two causes of action for (1) breach of express warranty, and (2) violation of the Magnuson–Moss Warranty Act.	
3		<u>Supporting Evidence</u>	
4		Cooper Decl., Ex. 9 [Sept. 5, 2024 Complaint].	
5			
6	24.	Plaintiff’s lawsuit was filed less than 19 hours after his call with SPMG representative Kinstong Lucien.	
7		<u>Supporting Evidence</u>	
8		Compare Cooper Decl., Ex. 3 at p. 2 [SEA00000002]	
9		(identifying “09/04/2024 16:27:20” as the date and time of Plaintiff’s call with SPMG representative Kinstong Lucien)	
10		with Ex. 9 at p. 1 (“Electronically FILED by Superior Court of California, County of Riverside on 09/05/2024 10:32 AM”).	
11			
12	25.	To quickly initiate his lawsuit against SEA, Plaintiff largely recycled the same allegations contained in the complaint he filed in his personal capacity against the Whirlpool Corporation after it allegedly refused to replace his KitchenAid refrigerator.	
13		<u>Supporting Evidence</u>	
14		Compare Cooper Decl., Ex. 9 with Ex. 14.	
15			
16	26.	Plaintiff filed the above-captioned lawsuit against SEA before an SPMG supervisor had the opportunity to call Plaintiff back to further discuss his warranty claim.	
17		<u>Supporting Evidence</u>	
18		Compare Cooper Decl., Ex. 9 (“Electronically FILED by Superior Court of California, County of Riverside on 09/05/2024 10:32 AM”) with Ex. 3 [SEA00000002]	
19		(identifying “09/05/2024 13:56:06” as the date and time SPMG supervisor Ritamelia Matos called Plaintiff back to discuss his warranty claim).	
20			
21			
22			
23	27.	On September 5, 2024, at approximately 1:56 p.m., SPMG supervisor Ritamelia Matos called Plaintiff to follow up with him regarding his warranty service request. In her call notes, Ms. Matos states that Plaintiff informed her during the call that he “already filed a lawsuit because he is not willing to take the loss.”	
24		<u>Supporting Evidence</u>	
25		Cooper Decl., Ex. 3 at p. 2 [SEA00000002].	
26			
27			
28			

28.	On September 11, 2024, SPMG representative Kinstong Lucien attempted to contact Plaintiff to further discuss his warranty claim.  <u>Supporting Evidence</u> Cooper Decl., Ex. 3 at p. 1 [SEA00000001].	
29.	On or around October 8, 2024, Plaintiff was offered a refund or replacement dryer, but he rejected the offer to instead pursue his claims through litigation.  <u>Supporting Evidence</u> Cooper Decl. Ex. 13 [SEA00000178].	
30.	As of September 5, 2024, SEA had been provided only one opportunity to repair the Dryer.  <u>Supporting Evidence</u> Cooper Decl., Ex. 3 [SEA00000001- SEA00000007]; <i>Id.</i> , Ex. 7 at p. 11; <i>Id.</i> , Ex. 9; Dagrella Decl. ¶¶ 3, 6.	

**C. ISSUE NO. 3: Plaintiff's First and Second Causes of Action Against SEA for Breach of Express Warranty and for Violation of the Magnuson-Moss Warranty Act Fail Because SEA Did Not Breach the Limited Warranty.**

No.	SEA's Additional Undisputed Material Facts and Supporting Evidence	Plaintiff's Response and Supporting Evidence
31.	To receive warranty service under the Limited Warranty, the purchaser must contact SEA for problem determination and service procedures. Warranty service can only be performed by an authorized service center.  <u>Supporting Evidence</u> Cooper Decl., Ex. 1 at p. 2 [SEA00000038].	
32.	The Limited Warranty states that SEA will provide in-home service during the warranty period at no charge, subject to availability of its authorized servicers within the customer's geographic area.  <u>Supporting Evidence</u> Cooper Decl., Ex. 1 at p. 2 [SEA00000038].	
33.	If "manufacturing defects in materials or workmanship" exist in the Dryer and are covered by the Limited Warranty, then the Dryer "will be repaired, replaced, or the purchase price refunded, at the sole option" of SEA.  <u>Supporting Evidence</u> Cooper Decl., Ex. 1 at p. 3 [SEA00000039].	
34.	On September 2, 2024, Plaintiff contacted SEA to request a warranty repair service pursuant to the Limited Warranty.  <u>Supporting Evidence</u> Dagrella Decl., ¶ 3; Cooper Decl., Ex. 3 at p. 7 [SEA00000007].	

<p>1 2 3 4</p>	<p>35. SEA assigned Plaintiff's warranty service request to its independent authorized service center, Service Quick, Inc., on September 2, 2024.</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 3 at pp. 6-7 [SEA00000006-SEA00000007]; <i>Id.</i>, Ex. 4 [SEA00000047].</p>	
<p>5 6 7</p>	<p>36. On September 4, 2024, at or around 9:56 a.m., Service Quick, Inc.'s repair technician, John Duik Lee, arrived at Plaintiff's residence and performed a diagnostic inspection on the Dryer.</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 4 [SEA00000047].</p>	
<p>8 9 10 11 12 13 14 15</p>	<p>37. On September 4, 2024, after Mr. Lee left his residence, Plaintiff called SEA's customer service number and spoke with a service pending management group ("SPMG") representative named Joseph Fabrice. In Mr. Fabrice's call notes, he wrote that Plaintiff called in "due to the fact the tech came . . . and said the unit can't be repaired because it was damaged during delivery." Mr. Fabrice then transferred Plaintiff to speak with a SPMG representative in E-Commerce.</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 3 at pp. 4-5 [SEA00000003-SEA00000004].</p>	
<p>16 17 18 19 20 21 22</p>	<p>38. On September 4, 2024, at or around 4:27 p.m., Plaintiff spoke with a SPMG representative named Kinstong Lucien, who advised Plaintiff that, based on the notes provided by Service Quick, the Dryer had physical damage that was not covered by the Limited Warranty. In Mr. Lucien's call notes, he wrote that Plaintiff told him that he was a lawyer and that "he will sue Samsung." At Plaintiff's request, Mr. Lucien advised Plaintiff that he would arrange a call back from a SPMG supervisor.</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 3 at pp. 3-4 [SEA00000002-SEA00000003].</p>	
<p>23 24 25 26 27</p>	<p>39. On September 5, 2024, at approximately 1:56 p.m., SPMG supervisor Ritamelia Matos called Plaintiff to follow up with him regarding his warranty service request. In her call notes, Ms. Matos states that Plaintiff informed her during the call that he "already filed a lawsuit because he is not willing to take the loss."</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 3 at p. 2 [SEA00000002].</p>	

1 2 3 4	40.	On September 11, 2024, SPMG representative Kinstong Lucien attempted to contact Plaintiff to further discuss his warranty claim.  <u>Supporting Evidence</u> Cooper Decl., Ex. 3 at p. 1 [SEA00000001].	
5 6 7 8 9 10 11 12 13 14	41.	The Limited Warranty also includes a “LIMITATION OF REMEDIES” provision, which states:  YOUR SOLE AND EXCLUSIVE REMEDY IS PRODUCT REPAIR, PRODUCT REPLACEMENT, OR REFUND OF THE PURCHASE PRICE AT SAMSUNG’S OPTION, AS PROVIDED IN THIS LIMITED WARRANTY. SAMSUNG SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO TIME AWAY FROM WORK, HOTELS AND/OR RESTAURANT MEALS, REMODELING EXPENSES, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.  <u>Supporting Evidence</u> Cooper Decl., Ex. 1 at p. 4 [SEA00000040].	
15 16 17	42.	On or around October 8, 2024, Plaintiff was offered a refund or replacement dryer, but he rejected the offer to instead pursue his claims through litigation.  <u>Supporting Evidence</u> Cooper Decl. Ex. 13 [SEA00000178].	
18 19 20 21 22	43.	SEA had been provided only one opportunity to repair the Dryer before Plaintiff filed the above-captioned lawsuit against SEA on September 5, 2024.  <u>Supporting Evidence</u> Cooper Decl., Ex. 3 [SEA00000001- SEA00000007]; <i>Id.</i> , Ex. 7 at p. 11; <i>Id.</i> , Ex. 9; Dagrella Decl. ¶¶ 3, 6.	

**D. ISSUE NO. 4: Under California’s Song-Beverly Act, Plaintiff’s First and Second Causes of Action Against SEA for Breach of Express Warranty and for Violation of the Magnuson-Moss Warranty Act Fail Because SEA Was Provided Only One Opportunity to Repair the Dryer.**

No.	SEA’s Additional Undisputed Material Facts and Supporting Evidence	Plaintiff’s Response and Supporting Evidence
26 27	44. Plaintiff purchased the Dryer on August 11, 2024.	

	<u>Supporting Evidence</u> Dagrella Decl. ¶ 2; Cooper Decl., Ex. 6.	
45.	The Dryer was delivered and installed at Plaintiff's residence on August 13, 2024.  <u>Supporting Evidence</u> Cooper Decl., Ex. 6.	
46.	Plaintiff submitted a warranty service request to SEA on September 2, 2024.  <u>Supporting Evidence</u> Dagrella Decl., ¶ 3; Cooper Decl., Ex. 3 at p. 7 [SEA00000007].	
47.	SEA assigned Plaintiff's warranty service request to its independent authorized service center, Service Quick, Inc., on September 2, 2024.  <u>Supporting Evidence</u> Cooper Decl., Ex. 3 at pp. 6-7 [SEA00000006-SEA00000007]; <i>Id.</i> , Ex. 4 [SEA00000047].	
48.	On September 4, 2024, Service Quick, Inc.'s technician, John Duik Lee, arrived at Plaintiff's residence to inspect and attempt to repair the Dryer.  <u>Supporting Evidence</u> Cooper Decl., Ex. 4 [SEA00000047].	
49.	On September 5, 2024, at approximately 10:32 a.m., Plaintiff filed the above-captioned lawsuit against SEA.  <u>Supporting Evidence</u> Cooper Decl., Ex. 9 [Sept. 5, 2024 Complaint].	
50.	As of September 5, 2024, SEA had been provided only one opportunity to repair the Dryer.  <u>Supporting Evidence</u> Cooper Decl., Ex. 3 [SEA00000001- SEA00000007]; <i>Id.</i> , Ex. 7 at p. 11; <i>Id.</i> , Ex. 9; Dagrella Decl. ¶¶ 3, 6.	

**E. ISSUE NO. 5: Plaintiff's Second Cause of Action for Violation of the Magnuson-Moss Warranty Act Fails Because Plaintiff Does Not Have a Viable Claim Against SEA for Breach of the Implied Warranty of Merchantability Under California Law.**

No.	SEA's Additional Undisputed Material Facts and Supporting Evidence	Plaintiff's Response and Supporting Evidence
51.	The Dryer was delivered and installed at Plaintiff's residence on August 13, 2024.  <u>Supporting Evidence</u> Cooper Decl., Ex. 6.	
52.	On August 13, 2024, Plaintiff signed the Service Order form, acknowledging that he inspected the Dryer to make sure it was "free from damage, complete, and exactly what" he ordered. By signing the form, Plaintiff also acknowledged	

	<p>that the Dryer had been installed and was “working as expected.”</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 6.</p>	
53.	<p>From August 13, 2024 to the present, the Dryer was operational and functioned for the ordinary purpose of drying clothes, towels, and similar items.</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 11 (Plaintiff’s Verified Responses to SEA’s First Set of Special Interrogatories) at p. 8 (stating the dryer functioned for the purpose of drying clothes); Hernandez Decl. at ¶ 4 (acknowledging the Dryer was “functional” when he inspected the unit on February 26, 2023).</p>	

**F. ISSUE NO. 6: Plaintiff’s Second Cause of Action for Violation of the Magnuson-Moss Warranty Act Fails Because Plaintiff Does Not Have a Viable Claim Against SEA for Breach of the Implied Warranty of Fitness for a Particular Purpose Under California Law.**

No.	SEA’s Additional Undisputed Material Facts and Supporting Evidence	Plaintiff’s Response and Supporting Evidence
54.	<p>Plaintiff purchased the Dryer on August 11, 2024.</p> <p><u>Supporting Evidence</u> Dagrella Decl. ¶ 2; Cooper Decl., Ex. 6.</p>	
55.	<p>Plaintiff does not allege any particular purpose for which he purchased the Dryer other than for the ordinary purpose of drying clothes, towels, and similar items.</p> <p><u>Supporting Evidence</u> See generally Cooper Decl., Ex. 9 (Complaint), Ex. 10 (First Amended Complaint).</p>	
56.	<p>The Dryer was delivered and installed at Plaintiff’s residence on August 13, 2024.</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 6.</p>	
57.	<p>On August 13, 2024, Plaintiff signed the Service Order form, acknowledging that the Dryer was “exactly what” he ordered. By signing the form, Plaintiff also acknowledged that the Dryer has been installed and was “working as expected.”</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 6.</p>	
58.	<p>This Limited Warranty is valid only on products purchased and used in the United States that have been installed, operated, and maintained according to the instructions attached to or furnished with the product.</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 1 at p. 2 [SEA000000038].</p>	

**G. ISSUE NO. 7: Plaintiff's Second Cause of Action Against SEA for Violation of the Magnuson-Moss Warranty Act Fails Because He Failed to Comply with the Pre-Suit Requirements Set Forth in 15 U.S.C. § 2310(e).**

No.	SEA's Additional Undisputed Material Facts and Supporting Evidence	Plaintiff's Response and Supporting Evidence
59.	<p>Plaintiff submitted a warranty service request to SEA on September 2, 2024.</p> <p><u>Supporting Evidence</u> Dagrella Decl., ¶ 3; Cooper Decl., Ex. 3 at p. 7 [SEA00000007].</p>	
60.	<p>SEA assigned Plaintiff's warranty service request to its independent authorized service center, Service Quick, Inc., on September 2, 2024.</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 3 at pp. 6-7 [SEA00000006-SEA00000007]; <i>Id.</i>, Ex. 4 [SEA00000047].</p>	
61.	<p>On September 4, 2024, at approximately 9:56 a.m., Service Quick, Inc.'s technician, John Duik Lee, arrived at Plaintiff's residence to inspect and attempt to repair the Dryer.</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 4 [SEA00000047].</p>	
62.	<p>That afternoon, on September 4, 2024, Plaintiff called SEA's customer service number and spoke with a service pending management group ("SPMG") representative named Joseph Fabrice. In Mr. Fabrice's call notes, he wrote that Plaintiff called in "due to the fact the tech came . . . and said the unit can't be repaired because it was damaged during delivery." Mr. Fabrice then transferred Plaintiff to speak with a SPMG representative in E-Commerce.</p> <p><u>Supporting Evidence</u> Cooper Decl., Ex. 3 at pp. 4-5 [SEA00000003-SEA00000004].</p>	
63.	<p>On September 4, 2024, at or around 4:27 p.m., Plaintiff spoke with a SPMG representative named Kinstong Lucien, who advised Plaintiff that, based on the notes provided by Service Quick, the Dryer had physical damage that was not covered by the Limited Warranty. In Mr. Lucien's call notes, he wrote that Plaintiff told him that he was a lawyer and that "he will sue Samsung." At Plaintiff's request, Mr. Lucien advised Plaintiff that he would arrange a call back from a SPMG supervisor.</p>	

1	<u>Supporting Evidence</u>	
2	Cooper Decl., Ex. 3 at pp. 3-4 [SEA00000002-SEA00000003].	
3	64. On September 5, 2024, at approximately 10:32 a.m., Plaintiff	
4	filed the above-captioned lawsuit against SEA, alleging two	
5	causes of action for (1) breach of express warranty, and (2)	
6	violation of the Magnuson–Moss Warranty Act.	
7	<u>Supporting Evidence</u>	
8	Cooper Decl., Ex. 9 (Sept. 5, 2024 Complaint).	
9	65. Plaintiff’s lawsuit was filed less than 19 hours after his call	
10	with SPMG representative Kinstong Lucien.	
11	<u>Supporting Evidence</u>	
12	Compare Cooper Decl., Ex. 3 at p. 2 [identifying “09/04/2024	
13	16:27:20” as the date and time of Plaintiff’s call with SPMG	
14	representative Kinstong Lucien] with Ex. 9 (Sept. 5, 2024	
15	Complaint) [“Electronically FILED by Superior Court of	
16	California, County of Riverside on 09/05/2024 10:32 AM”].	
17	66. To quickly initiate his lawsuit against SEA, Plaintiff largely	
18	recycled the same allegations contained in the complaint he	
19	filed in his personal capacity against the Whirlpool	
20	Corporation after it allegedly refused to replace his	
21	KitchenAid refrigerator.	
22	<u>Supporting Evidence</u>	
23	Compare Cooper Decl., Ex. 9 (Sept. 5, 2024 Complaint) with	
24	Ex. 14 (Dec. 9, 2016 Complaint in <i>Jerry Dagrella v.</i>	
25	<i>Whirlpool Corporation, et al.</i> , Riverside County Superior	
26	Court, Case No. RIC1616323.)	
27	67. Plaintiff filed the above-captioned lawsuit against SEA before	
28	an SPMG supervisor had the opportunity to call Plaintiff back	
	to further discuss his warranty claim.	
	<u>Supporting Evidence</u>	
	Compare Cooper Decl., Ex. 9 (Sept. 5, 2024 Complaint)	
	[“Electronically FILED by Superior Court of California,	
	County of Riverside on 09/05/2024 10:32 AM”] with Ex. 3	
	[identifying “09/05/2024 13:56:06” as the date and time	
	SPMG supervisor Ritamelia Matos called Plaintiff back to	
	discuss his warranty claim].	
	68. On September 5, 2024, at approximately 1:56 p.m., SPMG	
	supervisor Ritamelia Matos called Plaintiff to follow up with	
	him regarding his warranty service request. In her call notes,	
	Ms. Matos states that Plaintiff informed her during the call	
	that he “already filed a lawsuit because he is not willing to	
	take the loss.”	

	<u>Supporting Evidence</u> Cooper Decl., Ex. 3 at p. 2 [SEA00000002].	
69.	On September 11, 2024, SPMG representative Kinstong Lucien attempted to contact Plaintiff to further discuss his warranty claim.  <u>Supporting Evidence</u> Cooper Decl., Ex. 3 at p. 1 [SEA00000001].	
70.	On or around October 8, 2024, Plaintiff was offered a refund or replacement dryer, but he rejected the offer to instead pursue his claims through litigation.  <u>Supporting Evidence</u> Cooper Decl. Ex. 13 [SEA00000178].	
71.	As of September 5, 2024, SEA had been provided only one opportunity to repair the Dryer.  <u>Supporting Evidence</u> Cooper Decl., Ex. 3 [SEA00000001- SEA00000007]; <i>Id.</i> , Ex. 7 at p. 11; <i>Id.</i> , Ex. 9; Dagrella Decl. ¶¶ 3, 6.	

**H. ISSUE NO. 8: Plaintiff’s Third Cause of Action Against SEA for Negligence Fails Because the Authorized Service Center’s Technician is an Independent Contractor and Not an Employee or Agent of SEA.**

No.	SEA’s Additional Undisputed Material Facts and Supporting Evidence	Plaintiff’s Response and Supporting Evidence
72.	Plaintiff submitted a warranty service request to SEA on September 2, 2024.  <u>Supporting Evidence</u> Dagrella Decl., ¶ 3; Cooper Decl., Ex. 3 at p. 7 [SEA00000007].	
73.	SEA assigned Plaintiff’s warranty service request to its independent authorized service center, Service Quick, Inc., on September 2, 2024.  <u>Supporting Evidence</u> Cooper Decl., Ex. 3 at pp. 6-7 [SEA00000006- SEA00000007]; <i>Id.</i> , Ex. 4 [SEA00000047].	
74.	On March 19, 2024, SEA and Service Quick, Inc. entered into the Samsung Service Center Agreement (the “SCA”).  <u>Supporting Evidence</u> Compare Cooper Decl., Ex. 5 at § 1(a) [SEA00000049] with <i>Bacoka v. Best Buy Stores, L.P.</i> (2021) 71 Cal.App.5th 126, 129-130 [stating Best Buy and Penn Ridge Transportation, Inc. (“Penn Ridge”) entered into a Masters Services Agreement (“MSA”) whereby Penn Ridge was obligated to subcontract with third party carriers to deliver and install Best Buy merchandise].	

<p>1 2 3 4 5 6 7 8 9</p>	<p>75. Under the SCA, Service Quick, Inc. accepted SEA’s appointment to be an “Authorized Service Center” to service and repair products and agreed to represent and service the products in a professional manner consistent with the standards set by SEA.</p> <p><u>Supporting Evidence</u> Compare Cooper Decl., Ex. 5 at § 1(a) [SEA00000049] with <i>Bacoka</i>, 71 Cal.App.5th at p. 130 [stating, under the MSA, Penn Ridge “shall provide services ... as a duly licensed broker of property ... and [] is engaged in the business of arranging for transportation of Merchandise between points in the United States and other destinations for accounts, such as Best Buy, utilizing the services of independent motor carriers to effectuate the pick-up, delivery, and in-home installation of Merchandise originating from or consigned to Best Buy or its Customers.”]</p>	
<p>10 11 12 13 14 15 16 17 18 19</p>	<p>76. Under the SCA, it was “expressly understood and agreed that [Service Quick, Inc.] is, and shall at all times be deemed to be, an independent contractor, and nothing in [the] [SCA] shall in any way be deemed or construed to constitute [Service Quick, Inc.] as an agent, employee, or representative of [SEA], nor shall [Service Quick, Inc.] have the right or authority to act for, incur, assume, or create any obligation, responsibility, or liability, express or implied, in the name of, or on behalf of, [SEA], or to bind [SEA] in any manner whatsoever.”</p> <p><u>Supporting Evidence</u> Compare Cooper Decl., Ex. 5 at § 12(a) [SEA00000056] with <i>Bacoka</i>, 71 Cal.App.5th at p. 130 [stating Penn Ridge’s contracts with carriers stated that the carriers were providing services as independent contractors, with full control over their personnel, and the carriers were responsible for their own workers’ compensation and unemployment compensation]; <i>id.</i> at p. 134 [“Penn Ridge’s contract with Best Buy, and its contracts with carriers, provided the carriers were independent contractors.”].</p>	
<p>20 21 22 23 24 25 26 27 28</p>	<p>77. The SCA states that the “direction, selection and assignment of all personnel required to perform the services to be rendered by [Service Quick, Inc.] under this [SCA] shall be under the exclusive control of” Service Quick, Inc.</p> <p><u>Supporting Evidence</u> Compare Cooper Decl., Ex. 5 at § 12(b) [SEA00000056] with <i>Bacoka</i>, 71 Cal.App.5th at p. 134 [“Best Buy contracted with Penn Ridge to serve as a broker of transportation services from third party, independent carriers, who were to supply their own employees, trucks, and tools. Penn Ridge alone determined whether the carriers were qualified to provide the contracted services. Carriers were not trained by Best Buy or told how to perform their services. Best Buy had no power to terminate carriers or even to recommend that Penn Ridge terminate a carrier; that was solely Penn Ridge’s decision.”].</p>	

<p>1 2 3 4 5 6 7</p>	<p>78. Under the SCA, “[a]ll wages, salaries, benefits and compensation payable to all persons employed by [Service Quick, Inc.] to perform its obligations hereunder, including all items payable in respect of payroll, such as payroll withholding taxes, social security taxes, unemployment insurance, workers compensation insurance, medical coverage and pension plans, now in existence or hereafter imposed by any governmental authority (Federal, state or local) or hereafter included in any union agreements to which [Service Quick, Inc.] may now or hereafter be a party, shall be the sole responsibility of” Service Quick, Inc.</p> <p><u>Supporting Evidence</u> Compare Cooper Decl., Ex. 5 at § 12(b) [SEA00000056] with <i>Bacoka</i>, 71 Cal.App.5th at p. 130 [“The contracts further stated the carriers were providing services as independent contractors, with full control over their personnel, and the carriers were responsible for their own workers’ compensation and unemployment compensation.”].</p>	
<p>8 9 10 11 12 13 14 15 16 17 18</p>	<p>79. Under the SCA, Service Quick, Inc. agreed that it “shall be responsible for ensuring that any subcontractor or independent contractor technician used by [Service Quick, Inc.] to provide services under this Agreement shall agree in writing to comply, and shall actually comply, with all applicable provisions of this [SCA], including, without limitation, qualifications, service levels, insurance, licensing laws and state regulations, and Confidential Information.”</p> <p><u>Supporting Evidence</u> Compare Cooper Decl., Ex. 5 at § 12(b) [SEA00000056] with <i>Bacoka</i>, 71 Cal.App.5th at p. 131 [stating that, under the MSA, Penn Ridge agreed to require all contracted carriers to comply “with all policies and procedures promulgated by Best Buy including, without limitation, safety procedures, Best Buy's Vendor Privacy and Security Policy and its policy regarding gifts and gratuities ....”].</p>	
<p>19 20 21 22 23 24 25 26</p>	<p>80. Under the SCA, Service Quick, Inc. “shall be and remain responsible to [SEA] for the performance and quality of services under this Agreement.”</p> <p><u>Supporting Evidence</u> Compare Cooper Decl., Ex. 5 at § 12(b) [SEA00000056] with <i>Bacoka</i>, 71 Cal.App.5th at p. 134 [“Although Best Buy retained some right to control aspects of the delivery and routing, that does not create a material dispute as to exercise of control over the manner and means by which the washers are installed. Best Buy's control was to ensure the satisfactory performance of services and did not change the nature of the relationship of the carriers from independent contractors of Penn Ridge to employees of Best Buy.”].</p>	

81.	<p>The SCA between SEA and Service Quick, Inc. was “entered into on a non-exclusive basis.”</p> <p><u>Supporting Evidence</u>  Compare Cooper Decl., Ex. 5 at § 12(c) [SEA00000056] with <i>Bacoka</i>, 71 Cal.App.5th at p. 130 [stating the contracts provided that the carriers did not have an exclusive right to perform subcontracted services for Penn Ridge, and that Penn Ridge did not have an exclusive right to the carriers’ services]; <i>id.</i> at p. 134 [The carriers’ contracts with Penn Ridge were not exclusive; the contracts specified the carriers were free to contract their services with companies other than Penn Ridge.”]</p>	
82.	<p>SEA did not directly hire, pay or supervise Service Quick, Inc.’s technicians. Under the SCA, Service Quick, Inc. was solely responsible for submitting claims to SEA for payment of repairs performed by Service Quick, Inc.’s employees, was responsible for paying the cost of background checks and drug screenings and was responsible for paying for expenses related to training seminars.</p> <p><u>Supporting Evidence</u>  Compare Cooper Decl., Ex. 5 at § 12(c) [SEA00000056] with <i>Bacoka</i>, 71 Cal.App.5th at p. 130 [The contracts further stated the carriers were providing services as independent contractors, with full control over their personnel, and the carriers were responsible for their own workers’ compensation and unemployment compensation.”]; <i>id.</i> at p. 134 [holding the “undisputed evidence established the washing machine was installed by an independent contractor, and not Best Buy's employees. Best Buy contracted with Penn Ridge to serve as a broker of transportation services from third party, independent carriers, who were to supply their own employees, trucks, and tools.”].</p>	

**I. ISSUE NO. 9: Plaintiff’s Third Cause of Action Against SEA for Negligence Fails Because Plaintiff’s Theory of Ostensible Agency Has No Merit.**

No.	SEA’s Additional Undisputed Material Facts and Supporting Evidence	Plaintiff’s Response and Supporting Evidence
83.	<p>To receive warranty service under the Limited Warranty, the purchaser must contact SEA for problem determination and service procedures. Warranty service can only be performed by an authorized service center.</p> <p><u>Supporting Evidence</u>  Cooper Decl., Ex. 1 at p. 2 [SEA00000038].</p>	
84.	<p>The Limited Warranty states that SEA will provide in-home service during the warranty period at no charge, subject to availability of its authorized servicers within the customer’s geographic area.</p> <p><u>Supporting Evidence</u>  Cooper Decl., Ex. 1 at p. 2 [SEA00000038].</p>	

1	85.	Plaintiff submitted a warranty service request to SEA on September 2, 2024.	
2		<u>Supporting Evidence</u>	
3		Dagrella Decl., ¶ 3; Cooper Decl., Ex. 3 at p. 7 [SEA00000007].	
4	86.	SEA assigned Plaintiff's warranty service request to its independent authorized service center, Service Quick, Inc., on September 2, 2024.	
5		<u>Supporting Evidence</u>	
6		Cooper Decl., Ex. 3 at pp. 6-7 [SEA00000006-SEA00000007]; <i>Id.</i> , Ex. 4 [SEA00000047].	
7	87.	On September 2, 2024, SEA sent Plaintiff a text message stating: The repair facility has accepted your repair. ASC Phone 877-412-1665, ASC will contact you within 2 business days. Service Quick, Inc.'s telephone number is 877-412-1665.	
8		<u>Supporting Evidence</u>	
9		Cooper Decl., Ex. 3 at p. 7 [SEA00000006]; <i>Id.</i> , Ex. 4 [SEA00000047]; <i>Id.</i> , Ex. 8 at p. 4 [SEA00000030].	
10	88.	On September 3, 2024, Service Quick, Inc. communicated with Plaintiff regarding Plaintiff's warranty repair service request. The communications identify Service Quick, Inc. as the sender and recipient.	
11		<u>Supporting Evidence</u>	
12		Cooper Decl., Ex. 3 at pp. 5-6 [SEA00000004-SEA00000005].	
13	89.	On September 3, 2024, Plaintiff had received conflicting text messages and emails from SEA and Service Quick, Inc. regarding the time and date of his warranty repair service appointment. In a text message to Service Quick, Inc., Plaintiff wrote: "Never mind, I think I get it: service was originally scheduled for Sep. 5 by Samsung but rescheduled by your office to Sep. 4. The texts are from you, but Samsung hasn't updated their record."	
14		<u>Supporting Evidence</u>	
15		Cooper Decl., Ex. 3 at pp. 5-6 [SEA00000004-SEA00000005].	
16	90.	Service Quick, Inc. is identified at the top of the Service Order form that Plaintiff alleges he was shown on September 4, 2024. The Service Order form lists Service Quick, Inc.'s address, telephone number, email address, and Department of Consumer Affairs Registration number.	
17		<u>Supporting Evidence</u>	
18		Cooper Decl., Ex. 4 [SEA00000047].	
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**J. ISSUE 10: Plaintiff's Third Cause of Action Against SEA for Negligence Fails Because the Nondelegable Duty Doctrine is Inapplicable.**

No.	SEA's Additional Undisputed Material Facts and Supporting Evidence	Plaintiff's Response and Supporting Evidence
91.	Plaintiff submitted a warranty service request to SEA on September 2, 2024.  <u>Supporting Evidence</u> Dagrella Decl., ¶ 3; Cooper Decl., Ex. 3 at p. 7 [SEA00000007].	
92.	SEA assigned Plaintiff's warranty service request to its independent authorized service center, Service Quick, Inc., on September 2, 2024.  <u>Supporting Evidence</u> Cooper Decl., Ex. 3 at pp. 6-7 [SEA00000006-SEA00000007]; <i>Id.</i> , Ex. 4 [SEA00000047].	
93.	On March 19, 2024, SEA and Service Quick entered into the Samsung Service Center Agreement.  <u>Supporting Evidence</u> Cooper Decl., Ex. 5.	
94.	Service Quick, Inc.'s technicians are independent contractors.  <u>Supporting Evidence</u> Cooper Decl., Ex. 5 at § 12 [SEA00000056].	
95.	SEA does not directly hire, supervise, or control Service Quick, Inc.'s technicians.  <u>Supporting Evidence</u> Cooper Decl., Ex. 5 at § 5 [SEA00000050- SEA00000053], § 6(e) [SEA00000053], § 12 [SEA00000056].	

Dated: May 13, 2025

GREENBERG TRAURIG, LLP

By: /s/ Jennifer C. Cooper  
 Jennifer C. Cooper  
 Robert J. Herrington  
 Evan C. Morehouse  
 Attorneys for Defendant  
 SAMSUNG ELECTRONICS AMERICA, INC.

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:**

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 1840 Century Park East, Suite 1900, Los Angeles, California 90067-2121 and email address is Ashlee.Booker@gtlaw.com.

On May 13, 2025, I served the following document: **DEFENDANT SAMSUNG ELECTRONICS AMERICA, INC.’S RESPONSE TO PLAINTIFF’S SEPARATE STATEMENT OF UNDISPUTED FACTS AND STATEMENT OF ADDITIONAL UNDISPUTED MATERIAL FACTS IN OPPOSITION TO PLAINTIFF’S MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, SUMMARY ADJUDICATION OF ISSUES** on the interested parties in this action addressed as follows:

Jerry R. Dagrella DAGRELLA LAW FIRM, P.C. 1001 Wilshire Blvd., Suite 2228 Los Angeles, CA 90017 Tel: (714) 292-8249 Email: <a href="mailto:dagrella@lawyer.com">dagrella@lawyer.com</a>	<i>Attorney for Plaintiff</i>
Jason M. Ackerman ACKERMAN LAW, PC 3200 East Gausti Rd., Suite 100 Ontario, CA 91761 Tel: (909) 456-1460 Email: <a href="mailto:jason.ackerman@ackermanlawpc.com">jason.ackerman@ackermanlawpc.com</a>	<i>Attorney for Plaintiff</i>

- [BY MAIL]** By placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below. I am familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid in the ordinary course of business.
- [BY E-MAIL]** By transmitting via e-mail the document(s) listed above to the addresses set forth below on this date.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 13, 2025 at Los Angeles, California.

*Ashlee D. Booker*  
\_\_\_\_\_  
Ashlee D. Booker