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10 Jerry Dagrella

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12 10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
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14 12 COUNTY OF RIVERSIDE

15 12 JERRY DAGRELLA, an individual,
16 13 Plaintiff,
17 14 v.
18 15 SAMSUNG ELECTRONICS AMERICA,
19 16 INC., a New York Corporation doing
20 17 business in the State of California; and
21 18 DOES 1 through 100, inclusive,
22 19 Defendants.

23 20 Case No. CVCO2405948
24 21 Judge: Hon. Laura Garcia

25 22 **PLAINTIFF JERRY DAGRELLA'S
26 23 NOTICE OF MOTION AND MOTION
27 24 FOR SUMMARY JUDGMENT, OR IN THE
28 25 ALTERNATIVE, SUMMARY
29 26 ADJUDICATION OF ISSUES**

30 27 [Filed Concurrently with
31 28 1. Separate Statement of Undisputed Facts;
32 29 2. Declaration of Jerry R. Dagrella; and,
33 30 3. Declaration of Antonio Hernandez.]

34 31 Hearing:
35 32 Date: June 2, 2025
36 33 Time: 8:30 a.m.
37 34 Dept. C1

38 35 **Reservation Number: 285533697741**

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on June 2, 2025, at 8:30 a.m., or as soon as thereafter as
3 the matter may be heard in Department C1 of the above-entitled Court, located at 505 S. Buena
4 Vista, #201, Corona, CA 92882, Plaintiff Jerry Dagrella (“Plaintiff”) will and does hereby move
5 for summary judgment or, alternatively, for summary adjudication of the first, second, and third
6 causes of action in the First Amended Complaint.

7 This Motion is made pursuant to California *Code of Civil Procedure* § 437c on the
8 grounds that there exists no triable issue as to any material fact and that Plaintiff is entitled to
9 judgment as a matter of law on all causes of action: (1) Breach of Express Warranty, (2) Violation
10 of the Magnuson-Moss Warranty Act, and (3) Negligence.

11 This Motion will be based upon this Notice, Memorandum of Points and Authorities,
12 Separate Statement of Undisputed Facts, the declarations of Jerry R. Dagrella and Antonio
13 Hernandez, and the pleadings and records on file in this action, and upon such further documents
14 and evidence as may be presented at the hearing of this motion.

15 Dated: March 3, 2025

DAGRELLA LAW FIRM, P.C.

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17 By: 
18 JERRY R. DAGRELLA
19 Attorney for Plaintiff
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Defendant Samsung Electronics America, Inc. (“Samsung”) runs a predatory warranty scam, and this case exposes it. Samsung’s strategy is calculated: deny every claim by pointing fingers at its own supply chain, then bury consumers in litigation until they give up. This case illustrates both tactics with surgical precision.

Plaintiff Jerry Dagrella (“Plaintiff”) purchased a gas dryer directly from Samsung.com, delivered and installed by Samsung. It failed immediately. Instead of honoring its warranty, Samsung deployed its standard blame game—first accusing the “retailer,” then the “shipper,” then the “installer,” all of whom were Samsung itself. When Plaintiff sued, Samsung shifted to phase two: obstructing discovery with endless delays and boilerplate objections. But expert testimony confirms what was already obvious: this was a manufacturing defect, covered under warranty, and Samsung unlawfully refused to fix it.

This is not an isolated incident—it is standard practice. Online consumer forums from the Better Business Bureau, TrustPilot to Reddit document thousands of identical experiences. Samsung’s reputation for warranty evasion is not just well-documented—it is deliberately cultivated. This Court has the power to end this pattern by granting summary judgment and holding Samsung accountable.

II. STATEMENT OF FACTS

On August 11, 2024, Plaintiff purchased a gas dryer for \$959.83 from Samsung.com. (Dagrella Decl. ¶2.) Samsung delivered and installed it with an express warranty covering manufacturing defects. (*Id.* ¶2, Ex. A.) Upon first use, the drum scraped the interior wall causing noise—a textbook factory flaw. (*Id.* ¶3.) Expert Antonio Hernandez confirmed the defect as a 2-3mm drum misalignment, an issue that occurs during assembly. (Hernandez Decl. ¶¶4-6.)

Plaintiff requested warranty service. (Dagrella Decl. ¶3.) On September 4, a Samsung-dispatched technician confirmed internal damage. (*Ibid.*) Then came the runaround: Samsung's warranty representative first blamed the "retailer," before learning Samsung *was* the retailer, then blamed the "shipper," before learning Samsung *was* the shipper, then settled on blaming the

1 "independent" installer (its own dispatch)—before denying coverage outright. (*Id.*, ¶¶ 3 & 6.)
2 Making matters worse, the technician damaged Plaintiff's floor, causing \$23,520 in repair costs.
3 (*Id.*, ¶7, Ex. B.)

4 Samsung's litigation tactics followed the same script. Plaintiff served simple form
5 interrogatories on October 11, 2024. (*Id.* ¶8.) Samsung delayed responding for four months—
6 requesting extension after extension, then provided boilerplate objections with zero answers. (*Id.*
7 ¶8, Ex. C.) Only the threat of sanctions forced minimal disclosure. (*Ibid.*)

8 **III. LEGAL ANALYSIS**

9 Summary judgment is proper when "all the papers submitted show that there is no triable
10 issue as to any material fact and that the moving party is entitled to a judgment as a matter of
11 law." (Code Civ. Proc., § 437c, subd. (c).)

12 **A. Breach of Express Warranty (First Cause of Action)**

13 Samsung's warranty promised to repair or replace manufacturing defects. (Dagrella Decl.
14 ¶2, Ex. A.) Yet, when faced with a textbook defect—an off-center drum scraping the interior
15 wall—Samsung refused to act. (*Id.* ¶¶3-6.)

16 Hernandez's expert report establishes the defect with precision: a 2-3mm drum
17 misalignment, an error that could only have originated during factory assembly. (Hernandez Decl.
18 ¶¶3-6.) Hernandez ruled out shipping or installation damage, noting the absence of external
19 impact marks that would accompany such post-manufacture issues. (*Id.* ¶¶3, 5.)

20 **B. Magnuson-Moss Warranty Act Claim (Second Cause of Action)**

21 The Magnuson-Moss Warranty Act (MMWA) was enacted to protect consumers from
22 deceptive warranty practices like Samsung's. The facts establish each element of MMWA
23 liability: (i) the gas dryer is a "consumer product" under 15 U.S.C. § 2301(1); (ii) Plaintiff is a
24 "consumer" under 15 U.S.C. § 2301(3); (iii) Samsung is a "warrantor" under 15 U.S.C. § 2301(5);
25 and (iv) Samsung violated its written warranty. (Dagrella Decl. ¶¶2-6; Hernandez Decl. ¶¶3-6.)

26 **C. Negligence (Third Cause of Action)**

27 Samsung requires consumers to use its dispatched technicians for warranty repairs—then
28 washes its hands of their incompetence. That cannot stand. Samsung's technician had a duty to

1 provide competent service. Instead, he damaged Plaintiff's tile floor while moving and
2 dismantling the dryer. (Dagrella Decl., ¶7; Hernandez Decl. ¶7.) Industry standards require
3 shifting appliances to open areas (such as a garage) before dismantling them. Samsung's
4 technician ignored this, resulting in \$23,520 in property damage. (Hernandez Decl. ¶8; Dagrella
5 Decl. ¶7, Ex. B.)

6 Samsung cannot escape liability by claiming its technician was an "independent
7 contractor." Ostensible agency binds Samsung to its dispatched techs—consumers reasonably see
8 them as Samsung's agents. (*Secci v. United Independent Taxi Drivers* (2017) 8 Cal.App.5th 846,
9 855.) Further, the nondelegable duty doctrine blocks Samsung from outsourcing warranty
10 accountability. (*Ibrahim v. Ford Motor Co.* (1989) 214 Cal.App.3d 878, 889 [treating
11 manufacturer and its repair agents as one entity].) In *Harold A. Newman Co. v. Nero* (1973) 31
12 Cal.App.3d 490, 496, the court held that a manufacturer is liable for negligent warranty repairs
13 performed by its independent contractors: "a person who has assumed the contractual duty to
14 perform a service for another cannot escape his contractual obligation to perform the service in a
15 competent manner by delegating performance to another."

16 **IV. CONCLUSION**

17 Samsung's playbook is simple: deny claims, stall litigation, exhaust consumers. Its
18 warranty denial was baseless. Its litigation strategy was obstructionist. And it has offered no
19 evidence to rebut Plaintiff's expert-confirmed defect.

20 This is not mere negligence—it is bad-faith corporate misconduct. The Court should not
21 reward Samsung's deliberate evasion of consumer protection laws. Plaintiff requests judgment in
22 the amount of \$24,479.83, representing: \$959.83 (cost of defective dryer) plus \$23,520.00 (floor
23 damage caused by Samsung's technician). (Dagrella Decl. ¶¶2, 7, Ex. B.)

24 Dated: March 3, 2025

DAGRELLA LAW FIRM, P.C.

25
26 By:


27 JERRY R. DAGRELLA
28 Attorney for Plaintiff