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10 Attorneys for Plaintiff, PAUL KERKORIAN, individually  
11 and on behalf of all others similarly situated

12  
13 **UNITED STATES DISTRICT COURT**

14 **EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION**

16 PAUL KERKORIAN, an individual, on behalf )  
17 of himself and all others similarly situated, )

18 Plaintiffs, )

19 vs. )

20 SAMSUNG ELECTRONICS AMERICA, )  
21 INC., a New Jersey corporation, and )  
22 DOES 1 through 25, inclusive, )

23 Defendants. )  
24 )  
25 )  
26 )

Case No.:

**CLASS ACTION COMPLAINT FOR:**

- 1. **FALSE ADVERTISING UNDER (BUS. & PROF. CODE §17500)**
- 2. **UNFAIR BUSINESS PRACTICES (BUS. & PROF. CODE §17200)**
- 3. **UNJUST ENRICHMENT**
- 4. **BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE**
- 5. **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
- 6. **NEGLIGENT MISREPRESENTATION**
- 7. **INTENTIONAL MISREPRESENTATION**
- 8. **STRICT LIABILITY**

**DEMAND FOR JURY TRIAL**

1 Plaintiff PAUL KERKORIAN (hereinafter “PLAINTIFF”), alleges on behalf of himself  
2 and all others similarly situated, and brings this class action complaint against Defendants  
3 SAMSUNG ELECTRONICS AMERICA, INC., a New Jersey corporation, and DOES 1-25  
4 (collectively “Defendants”) as follows:  
5

6 **I. THE PARTIES**

7 **A. Plaintiffs:**

8 1. Plaintiff, Paul Kerkorian, is a resident of Fresno, California and purchased a  
9 Samsung POWERbot model SR1AM7040WG, serial number 082C8NDJA03034J on or around  
10 January 18, 2018. Plaintiff therefore brings this action on behalf of himself and all others  
11 similarly situated, against all Defendants and DOES 1-25.

12 **B. Defendants:**

13 2. Defendant, SAMSUNG ELECTRONICS AMERICA, INC., (herein “Samsung”)  
14 is a New Jersey corporation headquartered at 85 Challenger Road, Ridgefield Park, New  
15 Jersey, 07660-0511. Plaintiffs and the putative class are informed and believe, and based  
16 thereupon allege, Samsung Electronics America, Inc. produced, sold, and advertised a line of  
17 vacuum cleaners called POWERbot. Plaintiffs and the putative class are informed and believe,  
18 and based thereupon allege, Samsung Electronics America, Inc. advertised that five (5) of the  
19 six (6) vacuum cleaners in the POWERbot line were remotely operable and compatible with the  
20 Amazon Alexa, and that six (6) of the six (6) vacuum cleaners in the POWERbot line were  
21 remotely operable and compatible with iOS and Android mobile devices.

22 3. Plaintiffs and the putative class are informed and believe and based thereupon  
23 allege that DOES 1 through 12 are persons, corporations, or other entities which reside or are  
24 authorized to do, and are doing, business in the State of California. The true identities of DOES  
25 1 through 12 are currently unknown to Plaintiffs and the putative class, therefore, Plaintiffs and  
26 the putative class now sues DOES 1 through 12 by fictitious names. Plaintiff and the putative  
27 class will amend this Complaint to state the proper names of each Doe Defendant when its  
28 identity is discovered.



1 operational through the use of, and compatible with, the Amazon, LLC Alexa; and (2) remotely  
2 operational through the use of, and compatible with, the Samsung Connect or Smart Home  
3 application available for iOS or Android devices.

4 10. This action further arises from Defendants advertising and sale of the Samsung  
5 POWERbot R7010 as remotely operational via Wi-Fi through the use of the Samsung connect  
6 or Smart Home application for iOS or Android devices.

7 11. Plaintiffs and the putative class are informed and believe and based thereupon  
8 allege that Defendants deliberately advertise the POWERbot robotic vacuum cleaners as  
9 containing the above-listed features, and compatible with the above-listed products, in order to  
10 compete with other high-end model robot vacuums.

11 12. Plaintiffs and the putative class are informed and believe and based thereupon  
12 allege that the remote functionality and compatibility with the Amazon, LLC Alexa for the  
13 Samsung POWERbot R9350, R9250, R7090, R7070, and R7040, does not function as  
14 advertised by Defendants.

15 13. Plaintiffs and the putative class are informed and believe and based thereupon  
16 allege that the remote functionality through use of the Samsung Connect or Smart Home  
17 applications on iOS or Android devices for the Samsung POWERbot R9350, R9250, R7090,  
18 R7070, R7040, and R7010 does not function as advertised by Defendants.

19 14. Plaintiff and the putative class are informed and believe, and based thereon  
20 allege, that the Samsung Connect and Samsung Smart Home applications do not reliably  
21 connect to Samsung's servers or the POWERbot device as advertised, do not save credentials  
22 for users as advertised, only works on certain router bands (forcing users to change their home  
23 internet settings), and periodically deletes itself from the user's mobile device.

24 15. Plaintiff and the putative class are informed and believe and based thereupon  
25 allege that the Samsung POWERbot line of vacuum cleaners, including the R9350, R9250,  
26 R7090, R7070, and R7040 cannot reliably connect to the Amazon, LLC Alexa as advertised by  
27 Defendants, and are not reliably remotely operable through use of the Amazon, LLC Alexa as  
28 advertised by Defendants.

1 16. Plaintiffs and the putative class are informed and believe and based thereupon  
2 allege that the Samsung POWERbot line of vacuum cleaners, including the R9350, R9250,  
3 R7090, R7070, R7040, and R7010 do not have usable Samsung Connect, Smart Home, or  
4 Alexa features.

5 17. Plaintiffs and the putative class are informed and believe, and based thereupon  
6 allege that Samsung Electronics America, Inc. also sells a separate “Smart Hub” which **may**  
7 improve the functionality of the POWERbot vacuums with the Samsung Connect or Smart  
8 Home iOS or Android applications. However, Plaintiffs and the putative class are informed and  
9 believe, and based thereupon allege that Samsung Electronics America, Inc. does not advertise  
10 that one needs to purchase the “Smart Hub” in order to use the remote functionality features of  
11 the POWERbot via the Samsung Connect or Smart Home applications.

12 **IV. CLASS ACTION ALLEGATION**

13 18. Plaintiff Paul Kerkorian brings this action, pursuant to California Code of Civil  
14 Procedure § 382, on behalf of himself and all other similarly situated who have been damaged  
15 as a result of Defendants’ false advertising regarding the features and compatibility of the  
16 POWERbot line of vacuum cleaners with mobile devices and the Amazon Alexa. The  
17 following class(es) (hereinafter referred to as “class” unless otherwise stated):

18 **1. POWERbot False Advertising Class A**

19 All persons who have purchased a Samsung POWERbot R9350, R9250, R7090, R7070,  
20 R7040, or R7010 since the release of the product line.

21 **a. POWERbot Alexa and Mobile Subclass**

22 All persons who have purchased a Samsung POWERbot R9350, R9250, R7090,  
23 R7070, or R7040 since release of the product line.

24 **b. POWERbot Smart Hub Subclass**

25 All persons who have purchased a Samsung POWERbot R9350, R9250, R7090,  
26 R7070, or R7040 since the release of the product line, and afterward purchased a  
27 Samsung Smart Hub.  
28

1           **c. POWERbot R7010 False Advertising Class B**

2           All persons who have purchased a Samsung POWERbot R7010 since the release of  
3           the product line.

4           **d. POWERbot R7010 Smart Hub Subclass**

5           All persons who have purchased a Samsung POWERbot R7010 since the release of  
6           the product line, and afterward purchased a Samsung Smart Hub.

7           19.     Excluded from the Classes are: (1) the officers and directors of any of the  
8           Defendants; (2) any judge or judicial officer assigned to this matter and his or her immediate  
9           family and staff; and (3) any legal representatives, successor, or assigns of any excluded  
10          persons or entities.

11          20.     This action is properly maintained as a class action because Plaintiffs can prove  
12          the elements of each claim on a class-wide basis, suing the same evidence that Plaintiffs would  
13          use to maintain and prove an individual action. Thus, the action may be properly maintained on  
14          behalf of each of the proposed Class(es) pursuant to California Code of Civil Procedure § 381.

15          21.     The members of each class are so numerous that joinder of all members would  
16          be impracticable. The precise number of class members is unknown at this time. However,  
17          based on information and belief, the members of the class are made up of hundreds of  
18          thousands of consumers.

19          22.     Questions of law and fact common to the class predominate over any questions  
20          affecting any individual member, and a class action is superior to all other available methods  
21          for the fair and efficient adjudication of the controversy:

22          23.     Common questions of law and fact include but are not limited to:

- 23                 a.     Whether Defendants committed the violations of the law alleged herein;
- 24                 b.     Whether Defendants participate in and perpetrated the tortious conduct  
25                         complained of herein;
- 26                 c.     Whether Defendants acted willfully, with conscious disregard for the rights of  
27                         Plaintiffs and the putative class, recklessly, with gross negligence, or negligently
- 28

1 in each and every particular aspect of the use operation, and maintenance of the  
2 Property that caused harmful development of toxic contamination and mold;

- 3 d. Whether injunctive relief should be awarded in the form of an order directing  
4 Defendants to remediate the defects associated with the POWERbot line, or  
5 remediate existent discrepancies between Defendants' advertising and the  
6 products' functionality.

7 24. Plaintiff's claims are typical of the class member's claims because the class  
8 members were comparably damaged, as consumers and purchasers of a Samsung POWERbot  
9 vacuum, by Defendants' false advertising and wrongful conduct as described herein.

10 25. Plaintiff is an adequate Class Representative because Plaintiff is committed to  
11 prosecuting the action and has retained competent counsel experienced in litigation of this  
12 nature. Plaintiff's claims are typical of the claims of other Members of the class and Plaintiff  
13 has the same non-conflicting interests as the other class members. Plaintiffs and their counsel  
14 would fairly and adequately represent the interests of the class.

15 26. Class treatment is superior to any other available means of prosecution of fair  
16 and efficient adjudication of this controversy. There are no unusual difficulties that are likely to  
17 arise in the management of this action. Class treatment benefits the courts. Individualized  
18 litigation promises inconsistent or contradictory judgment, unnecessary overlap of resources,  
19 and increases the delay and expense to all those accessing the courts. Class treatment brings  
20 with it the benefit of a single adjudication, the supervision of a single court, and the  
21 consolidation of the courts' and parties' resources.

22 27. The prosecution of separate actions by individual class members would create  
23 the risk of inconsistent or varying adjudications with respect to individual class members which  
24 would establish incompatible standards of conduct for Defendants or which would, as a  
25 practical matter, be dispositive of the interests of the other members not parties to the  
26 adjudication or substantially impair or impede their ability to protect their interests. Defendants  
27 have acted, or refused to act, on grounds generally applicable to, and causing injury to the class  
28

1 members, therefore, preliminary and final injunctive relief and damages for Defendants’  
2 injurious conduct is appropriate.

3  
4 **FIRST CAUSE OF ACTION**

5 **False Advertising Under Business & Professions Code §17500**

6 **(By Plaintiffs and the Putative Class Against all Defendants, and DOES 1-25)**

7 28. Plaintiffs and the putative class repeat and reallege the foregoing paragraphs 1-  
8 28 of this Class Action Complaint and incorporate them herein by reference as though set forth  
9 in full herein.

10 29. At all relevant times, Defendants intended to produce, develop, and advertise the  
11 POWERbot line of vacuum cleaners in order to sell the vacuum cleaners to the general public.

12 30. At all relevant times, Defendants advertised that the POWERbot R9350, R9250,  
13 R7090, R7070, and R7040 were compatible with the Amazon, LLC Alexa, and iOS and  
14 Android devices via the use of the Samsung Connect or Smart Home applications.

15 31. At all relevant times, Defendants advertised that the POWERbot R7010 was  
16 compatible with iOS and Android devices via the use of the Samsung Connect or Smart Home  
17 application.

18 32. Plaintiff and the putative class are informed and believe, and thereon allege that  
19 Defendants never advertised that the Samsung “Smart Hub” was required to be purchased in  
20 order to utilize the aforementioned mobile device and “Alexa” compatibility features associated  
21 with the POWERbot line.

22 33. Plaintiff and the putative class are informed and believe, and thereon allege that  
23 the Amazon, LLC Alexa compatibility features advertised for the Samsung POWERbot R9350,  
24 R9250, R7090, R7070, R7040 are not usable as advertised. The Samsung POWERbot models  
25 previously mentioned do not reliably connect to the Amazon, LLC Alexa, and are not reliably  
26 remotely operable through the use of the Amazon, LLC Alexa.

27 34. Plaintiff and the putative class are informed and believe, and thereon allege that  
28 the iOS and Android compatibility features, advertised as available through the use of the



1 Samsung Connect or Smart Home application, for the POWERbot R9350, R9250, R7090,  
2 R7070, R7040, and R7010 are not usable.

3 35. Plaintiff and the putative class are informed and believe, and based thereon  
4 allege, that the Samsung Connect and Samsung Smart Home applications do not reliably  
5 connect to Samsung's servers or the POWERbot device as advertised, do not save credentials  
6 for users as advertised, only works on certain router bands (forcing users to change their home  
7 internet settings), and periodically deletes itself from the user's mobile device.

8 36. Plaintiff and the putative class are informed and believe, and thereon allege that  
9 Defendants knew, or through the exercise of reasonable care should have known, that the iOS  
10 and Android, and the Alexa compatibility features did not function as advertised.

11 37. Plaintiff and the putative class are informed and believe and based thereon  
12 allege that in order to fix compatibility issues with the Amazon, LLC Alexa and iOS and  
13 Android devices, purchasers bought the Samsung "Smart Hub" which sometimes makes  
14 devices work with a home network. Samsung never advertised that purchase of the "Smart  
15 Hub" was required in order to utilize Alexa and mobile device compatibility.

16 38. As a result of Defendants' advertisements regarding the compatibility of the  
17 POWERbot vacuums, Plaintiff and the putative class were led to believe that the product they  
18 purchased had remote features associated with the Amazon, LLC Alexa, iOS, and Android  
19 devices, despite the fact that these features are not functional.

20 **SECOND CAUSE OF ACTION**

21 **Unfair Competition Under Business and Professions Code § 17200**

22 **(By Plaintiffs and the Putative Class Against all Defendants, and DOES 1-25)**

23 39. Plaintiffs and the putative class repeat and reallege the foregoing paragraphs 1-  
24 38 of this Class Action Complaint and incorporate them herein by reference as though set forth  
25 in full herein.

26 40. At all relevant times, Defendants intended to produce, develop, and advertise the  
27 POWERbot line of vacuum cleaners in order to sell the vacuum cleaners to the general public.  
28

1 41. At all relevant times, Defendants advertised that the POWERbot R9350, R9250,  
2 R7090, R7070, and R7040 were compatible with the Amazon, LLC Alexa, and iOS and  
3 Android devices via the use of the Samsung Connect or Smart Home applications.

4 42. At all relevant times, Defendants advertised that the POWERbot R7010 was  
5 compatible with iOS and Android devices via the use of the Samsung Connect or Smart Home  
6 application.

7 43. Plaintiff and the putative class are informed and believe, and thereon allege that  
8 Defendants never advertised that the Samsung “Smart Hub” was required to be purchased in  
9 order to utilize the aforementioned mobile device and “Alexa” compatibility features associated  
10 with the POWERbot line.

11 44. Plaintiff and the putative class are informed and believe, and thereon allege that  
12 the Amazon, LLC Alexa compatibility features advertised for the Samsung POWERbot R9350,  
13 R9250, R7090, R7070, R7040 are not usable as advertised. The Samsung POWERbot models  
14 previously mentioned do not reliably connect to the Amazon, LLC Alexa, and are not reliably  
15 remotely operable through the use of the Amazon, LLC Alexa.

16 45. Plaintiff and the putative class are informed and believe, and thereon allege that  
17 the iOS and Android compatibility features, advertised as available through the use of the  
18 Samsung Connect or Smart Home application, for the POWERbot R9350, R9250, R7090,  
19 R7070, R7040, and R7010 are not usable.

20 46. Plaintiff and the putative class are informed and believe, and based thereon  
21 allege, that the Samsung Connect and Samsung Smart Home applications do not reliably  
22 connect to Samsung’s servers or the POWERbot device as advertised, do not save credentials  
23 for users as advertised, only works on certain router bands (forcing users to change their home  
24 internet settings), and periodically deletes itself from the user’s mobile device.

25 47. Plaintiffs and the putative class are informed and believe, and based thereon  
26 allege that Defendants fraudulent, unfair, deceptive, untrue, and misleading advertising  
27 campaign regarding the compatibility features of the Samsung POWERbot line is likely to  
28

1 deceive the public regarding the remote operability, connectivity, and compatibility of the  
2 Samsung POWERbot.

3 **THIRD CAUSE OF ACTION**

4 **Unjust Enrichment**

5 **(By Plaintiffs and the Putative Class Against all Defendants, and DOES 1-25)**

6 48. Plaintiffs and the putative class repeat and reallege the foregoing paragraphs 1-  
7 28 of this Class Action Complaint and incorporate them herein by reference as though set forth  
8 in full herein.

9 49. At all relevant times, Defendants intended to produce, develop, and advertise the  
10 POWERbot line of vacuum cleaners in order to sell the vacuum cleaners to the general public.

11 50. At all relevant times, Defendants advertised that the POWERbot R9350, R9250,  
12 R7090, R7070, and R7040 were compatible with the Amazon, LLC Alexa, and iOS and  
13 Android devices via the use of the Samsung Connect or Smart Home applications.

14 51. At all relevant times, Defendants advertised that the POWERbot R7010 was  
15 compatible with iOS and Android devices via the use of the Samsung Connect or Smart Home  
16 application.

17 52. Plaintiff and the putative class are informed and believe, and thereon allege that  
18 Defendants never advertised that the Samsung “Smart Hub” was required to be purchased in  
19 order to utilize the aforementioned mobile device and “Alexa” compatibility features associated  
20 with the POWERbot line.

21 53. Plaintiff and the putative class are informed and believe, and thereon allege that  
22 the Amazon, LLC Alexa compatibility features advertised for the Samsung POWERbot R9350,  
23 R9250, R7090, R7070, R7040 are not usable as advertised. The Samsung POWERbot models  
24 previously mentioned do not reliably connect to the Amazon, LLC Alexa, and are not reliably  
25 remotely operable through the use of the Amazon, LLC Alexa.

26 54. Plaintiff and the putative class are informed and believe, and thereon allege that  
27 the iOS and Android compatibility features, advertised as available through the use of the  
28

1 Samsung Connect or Smart Home application, for the POWERbot R9350, R9250, R7090,  
2 R7070, R7040, and R7010 are not usable.

3 55. Plaintiff and the putative class are informed and believe, and based thereon  
4 allege, that the Samsung Connect and Samsung Smart Home applications do not reliably  
5 connect to Samsung's servers or the POWERbot device as advertised, do not save credentials  
6 for users as advertised, only works on certain router bands (forcing users to change their home  
7 internet settings), and periodically deletes itself from the user's mobile device.

8 56. Plaintiff and the putative class are informed and believe and based thereon  
9 allege that Defendants have received significant benefit through their misleading advertising  
10 campaign, allowing the POWERbot line of Samsung vacuums to compete on the market with  
11 other "high-tech" robotic vacuum cleaners.

12 57. Plaintiff and the putative class are informed and believe and based thereon  
13 allege that Defendants have received and retained this significant commercial benefit at the  
14 expensive of Plaintiff and the putative class given the defective nature of the features  
15 Defendants advertised.

16 **FOURTH CAUSE OF ACTION**

17 **Breach of Implied Warranty of Fitness for a Particular Purpose**

18 **(By Plaintiffs and the Putative Class Against all Defendants, and DOES 1-25)**

19 58. Plaintiffs and the putative class repeat and reallege the foregoing paragraphs 1-  
20 57 of this Class Action Complaint and incorporate them herein by reference as though set forth  
21 in full herein.

22 59. At all relevant times, Defendants intended to produce, develop, and advertise the  
23 POWERbot line of vacuum cleaners in order to sell the vacuum cleaners to the general public.

24 60. At all relevant times, Defendants advertised that the POWERbot R9350, R9250,  
25 R7090, R7070, and R7040 were compatible with the Amazon, LLC Alexa, and iOS and  
26 Android devices via the use of the Samsung Connect or Smart Home applications.  
27  
28

1           61. At all relevant times, Defendants advertised that the POWERbot R7010 was  
2 compatible with iOS and Android devices via the use of the Samsung Connect or Smart Home  
3 application.

4           62. Plaintiff and the putative class are informed and believe, and thereon allege that  
5 Defendants never advertised that the Samsung “Smart Hub” was required to be purchased in  
6 order to utilize the aforementioned mobile device and “Alexa” compatibility features associated  
7 with the POWERbot line.

8           63. Plaintiff and the putative class are informed and believe, and thereon allege that  
9 the Amazon, LLC Alexa compatibility features advertised for the Samsung POWERbot R9350,  
10 R9250, R7090, R7070, R7040 are not usable as advertised. The Samsung POWERbot models  
11 previously mentioned do not reliably connect to the Amazon, LLC Alexa, and are not reliably  
12 remotely operable through the use of the Amazon, LLC Alexa.

13           64. Plaintiff and the putative class are informed and believe, and thereon allege that  
14 the iOS and Android compatibility features, advertised as available through the use of the  
15 Samsung Connect or Smart Home application, for the POWERbot R9350, R9250, R7090,  
16 R7070, R7040, and R7010 are not usable.

17           65. Plaintiff and the putative class are informed and believe, and based thereon  
18 allege, that the Samsung Connect and Samsung Smart Home applications do not reliably  
19 connect to Samsung’s servers or the POWERbot device as advertised, do not save credentials  
20 for users as advertised, only works on certain router bands (forcing users to change their home  
21 internet settings), and periodically deletes itself from the user’s mobile device.

22           66. Plaintiff and the putative class are informed and believe and based thereon  
23 allege that Defendants knew at the time of purchase, consumers would buy the Samsung  
24 POWERbot vacuum cleaner to utilize the mobile and compatibility features advertised by  
25 Defendants.

26           67. Plaintiff and the putative class justifiably relied upon the express representations  
27 made through Defendants’ advertising campaign when purchasing a Samsung POWERbot  
28 vacuum.



1           76. Plaintiff and the putative class are informed and believe, and thereon allege that  
2 Defendants never advertised that the Samsung “Smart Hub” was required to be purchased in  
3 order to utilize the aforementioned mobile device and “Alexa” compatibility features associated  
4 with the POWERbot line.

5           77. Plaintiff and the putative class are informed and believe, and thereon allege that  
6 the Amazon, LLC Alexa compatibility features advertised for the Samsung POWERbot R9350,  
7 R9250, R7090, R7070, R7040 are not usable as advertised. The Samsung POWERbot models  
8 previously mentioned do not reliably connect to the Amazon, LLC Alexa, and are not reliably  
9 remotely operable through the use of the Amazon, LLC Alexa.

10           78. Plaintiff and the putative class are informed and believe, and thereon allege that  
11 the iOS and Android compatibility features, advertised as available through the use of the  
12 Samsung Connect or Smart Home application, for the POWERbot R9350, R9250, R7090,  
13 R7070, R7040, and R7010 are not usable.

14           79. Plaintiff and the putative class are informed and believe, and based thereon  
15 allege, that the Samsung Connect and Samsung Smart Home applications do not reliably  
16 connect to Samsung’s servers or the POWERbot device as advertised, do not save credentials  
17 for users as advertised, only works on certain router bands (forcing users to change their home  
18 internet settings), and periodically deletes itself from the user’s mobile device

19           80. Plaintiff and the putative class are informed and believe, and based thereon  
20 allege that Defendants knew at the time of purchase, consumers would buy the Samsung  
21 POWERbot vacuum cleaner to utilize the mobile and compatibility features advertised by  
22 Defendants.

23           81. Plaintiff and the putative class justifiably relied upon the express representations  
24 made through Defendants’ advertising campaign when purchasing a Samsung POWERbot  
25 vacuum.

26           82. Plaintiff and the putative class are informed and believe, and based thereon  
27 allege that the Samsung POWERbot line of vacuum cleaners are not suitable for use as a  
28

1 vacuum cleaner compatible and remotely operable through the use of mobile devices and the  
2 Amazon LLC, Alexa.

3 83. Plaintiff and the putative class are informed and believe, and based thereon  
4 allege that Defendants have received many complaints regarding the issues associated with  
5 mobile and Alexa compatibility, including a CLRA letter from Plaintiff and the putative class.

6 84. Plaintiff and the putative class have been harmed as a result of the fact that the  
7 Samsung POWERbot is not suitable for use as a vacuum cleaner compatible and remotely  
8 operable through the use of mobile devices and the Amazon, LLC Alexa, and is not of the same  
9 quality of other high-tech, remotely operated robot vacuum cleaners with respect to  
10 compatibility and remote functionality through the use of mobile devices and the Amazon, LLC  
11 Alexa.

12 85. Plaintiff and the putative class are informed and believe and based thereon  
13 allege that the defects with the Samsung POWERbot line of vacuum cleaners caused the harm  
14 alleged herein.

15 **SIXTH CAUSE OF ACTION**

16 **Negligent Misrepresentation**

17 **(By Plaintiff and the Putative Class Against all Defendants, and DOES 1-25)**

18 86. Plaintiffs and the putative class repeat and reallege the foregoing paragraphs 1-  
19 85 of this Class Action Complaint and incorporate them herein by reference as though set forth  
20 in full herein.

21 87. At all relevant times, Defendants intended to produce, develop, and advertise the  
22 POWERbot line of vacuum cleaners in order to sell the vacuum cleaners to the general public.

23 88. At all relevant times, Defendants advertised that the POWERbot R9350, R9250,  
24 R7090, R7070, and R7040 were compatible with the Amazon, LLC Alexa, and iOS and  
25 Android devices via the use of the Samsung Connect or Smart Home applications.

26 89. At all relevant times, Defendants advertised that the POWERbot R7010 was  
27 compatible with iOS and Android devices via the use of the Samsung Connect or Smart Home  
28 application.



1           90. Plaintiff and the putative class are informed and believe, and thereon allege that  
2 Defendants never advertised that the Samsung “Smart Hub” was required to be purchased in  
3 order to utilize the aforementioned mobile device and “Alexa” compatibility features associated  
4 with the POWERbot line.

5           91. Plaintiff and the putative class are informed and believe, and thereon allege that  
6 the Amazon, LLC Alexa compatibility features advertised for the Samsung POWERbot R9350,  
7 R9250, R7090, R7070, R7040 are not usable as advertised. The Samsung POWERbot models  
8 previously mentioned do not reliably connect to the Amazon, LLC Alexa, and are not reliably  
9 remotely operable through the use of the Amazon, LLC Alexa.

10           92. Plaintiff and the putative class are informed and believe, and thereon allege that  
11 the iOS and Android compatibility features, advertised as available through the use of the  
12 Samsung Connect or Smart Home application, for the POWERbot R9350, R9250, R7090,  
13 R7070, R7040, and R7010 are not usable.

14           93. Plaintiff and the putative class are informed and believe, and based thereon  
15 allege, that the Samsung Connect and Samsung Smart Home applications do not reliably  
16 connect to Samsung’s servers or the POWERbot device as advertised, do not save credentials  
17 for users as advertised, only works on certain router bands (forcing users to change their home  
18 internet settings), and periodically deletes itself from the user’s mobile device

19           94. Plaintiff and the putative class are informed and believe, and based thereon  
20 allege that Defendants knew at the time of purchase, consumers would buy the Samsung  
21 POWERbot vacuum cleaner to utilize the mobile and compatibility features advertised by  
22 Defendants.

23           95. Plaintiff and the putative class are informed and believe, and based thereon  
24 allege that Defendants knew or should have known that the representations made in  
25 Defendants’ advertisements regarding the remote operability and compatibility of the Samsung  
26 POWERbot vacuums with mobile and Alexa devices were false.

27           96. Plaintiff and the putative class are informed and believe, and based thereon  
28 allege that Defendants made representations regarding the remote operability and compatibility

1 of the Samsung POWERbot vacuums in order to induce consumers, including Plaintiff and the  
2 putative class, to purchase the device.

3 97. Plaintiff and the putative class reasonably relied on the representations  
4 Defendant made regarding the devices through their advertising campaigns, and have suffered  
5 harm as a result of purchasing POWERbot vacuums based on the representations Defendant  
6 made regarding the devices through their advertising campaigns regarding mobile and Alexa  
7 remote operability and compatibility.

8 **VI. SEVENTH CAUSE OF ACTION**

9 **Intentional Misrepresentation**

10 **(By Plaintiff and the Putative Class Against all Defendants, and DOES 1-25)**

11 98. Plaintiffs and the putative class repeat and reallege the foregoing paragraphs 1-  
12 97 of this Class Action Complaint and incorporate them herein by reference as though set forth  
13 in full herein.

14 99. At all relevant times, Defendants intended to produce, develop, and advertise the  
15 POWERbot line of vacuum cleaners in order to sell the vacuum cleaners to the general public.

16 100. At all relevant times, Defendants advertised that the POWERbot R9350, R9250,  
17 R7090, R7070, and R7040 were compatible with the Amazon, LLC Alexa, and iOS and  
18 Android devices via the use of the Samsung Connect or Smart Home applications.

19 101. At all relevant times, Defendants advertised that the POWERbot R7010 was  
20 compatible with iOS and Android devices via the use of the Samsung Connect or Smart Home  
21 application.

22 102. Plaintiff and the putative class are informed and believe, and thereon allege that  
23 Defendants never advertised that the Samsung “Smart Hub” was required to be purchased in  
24 order to utilize the aforementioned mobile device and “Alexa” compatibility features associated  
25 with the POWERbot line.

26 103. Plaintiff and the putative class are informed and believe, and thereon allege that  
27 the Amazon, LLC Alexa compatibility features advertised for the Samsung POWERbot R9350,  
28 R9250, R7090, R7070, R7040 are not usable as advertised. The Samsung POWERbot models

1 previously mentioned do not reliably connect to the Amazon, LLC Alexa, and are not reliably  
2 remotely operable through the use of the Amazon, LLC Alexa.

3 104. Plaintiff and the putative class are informed and believe, and thereon allege that  
4 the iOS and Android compatibility features, advertised as available through the use of the  
5 Samsung Connect or Smart Home application, for the POWERbot R9350, R9250, R7090,  
6 R7070, R7040, and R7010 are not usable.

7 105. Plaintiff and the putative class are informed and believe, and based thereon  
8 allege, that the Samsung Connect and Samsung Smart Home applications do not reliably  
9 connect to Samsung's servers or the POWERbot device as advertised, do not save credentials  
10 for users as advertised, only works on certain router bands (forcing users to change their home  
11 internet settings), and periodically deletes itself from the user's mobile device.

12 106. Plaintiff and the putative class are informed and believe, and based thereon  
13 allege that Defendants knew at the time of purchase, consumers would buy the Samsung  
14 POWERbot vacuum cleaner to utilize the mobile and compatibility features advertised by  
15 Defendants.

16 107. Plaintiff and the putative class are informed and believe, and based thereon  
17 allege that Defendants knew that the representations made in Defendants' advertisements  
18 regarding the remote operability and compatibility of the Samsung POWERbot vacuums with  
19 mobile and Alexa devices were false.

20 108. Plaintiff and the putative class are informed and believe, and based thereon  
21 allege that Defendants made representations regarding the remote operability and compatibility  
22 of the Samsung POWERbot vacuums in order to induce consumers, including Plaintiff and the  
23 putative class, to purchase the device.

24 109. Plaintiff and the putative class reasonably relied on the representations  
25 Defendant made regarding the devices through their advertising campaigns, and have suffered  
26 harm as a result of purchasing POWERbot vacuums based on the representations Defendant  
27 made regarding the devices through their advertising campaigns regarding mobile and Alexa  
28 remote operability and compatibility.

1 ///

2 ///

3 **EIGHTH CAUSE OF ACTION**

4 **Strict Liability**

5 **(By Plaintiff and the Putative Class Against all Defendants, and DOES 1-25)**

6 110. Plaintiffs and the putative class repeat and reallege the foregoing paragraphs 1-  
7 109 of this Class Action Complaint and incorporate them herein by reference as though set  
8 forth in full herein.

9 111. At all relevant times, Defendants intended to produce, develop, and advertise the  
10 POWERbot line of vacuum cleaners in order to sell the vacuum cleaners to the general public.

11 112. At all relevant times, Defendants advertised that the POWERbot R9350, R9250,  
12 R7090, R7070, and R7040 were compatible with the Amazon, LLC Alexa, and iOS and  
13 Android devices via the use of the Samsung Connect or Smart Home applications.

14 113. At all relevant times, Defendants advertised that the POWERbot R7010 was  
15 compatible with iOS and Android devices via the use of the Samsung Connect or Smart Home  
16 application.

17 114. Plaintiff and the putative class are informed and believe, and thereon allege that  
18 Defendants never advertised that the Samsung “Smart Hub” was required to be purchased in  
19 order to utilize the aforementioned mobile device and “Alexa” compatibility features associated  
20 with the POWERbot line.

21 115. Plaintiff and the putative class are informed and believe, and thereon allege that  
22 the Amazon, LLC Alexa compatibility features advertised for the Samsung POWERbot R9350,  
23 R9250, R7090, R7070, R7040 are not usable as advertised. The Samsung POWERbot models  
24 previously mentioned do not reliably connect to the Amazon, LLC Alexa, and are not reliably  
25 remotely operable through the use of the Amazon, LLC Alexa.

26 116. Plaintiff and the putative class are informed and believe, and thereon allege that  
27 the iOS and Android compatibility features, advertised as available through the use of the  
28

1 Samsung Connect or Smart Home application, for the POWERbot R9350, R9250, R7090,  
2 R7070, R7040, and R7010 are not usable.

3 117. Plaintiff and the putative class are informed and believe, and based thereon  
4 allege, that the Samsung Connect and Samsung Smart Home applications do not reliably  
5 connect to Samsung's servers or the POWERbot device as advertised, do not save credentials  
6 for users as advertised, only works on certain router bands (forcing users to change their home  
7 internet settings), and periodically deletes itself from the user's mobile device.

8 118. Plaintiff and the putative class are informed and believe and based thereon  
9 allege that the design or manufacturing defects associated with the lack of compatibility and  
10 remote operability of the POWERbot line of vacuums with mobile and Alexa devices has  
11 caused Plaintiff and the putative class material harm, improperly inducing consumers to  
12 purchase the devices despite the devices' defects.

13  
14 **PRAYER FOR RELIEF**

15 Plaintiff individually and on behalf of all others similarly situated, requests judgment  
16 against Defendant as follows:


- 17 1. For an order certifying the Class and appointing Plaintiff as representative of the  
18 Class, and appointing the undersigned as Class Counsel;
- 19 2. For an order enjoining Defendants to repair the remote operability and  
20 compatibility issues with the POWERbot line of Samsung vacuum cleaners;
- 21 3. For all recoverable compensatory, statutory, and other damages sustained by  
22 Plaintiffs and the Class, including disgorgement, unjust enrichment, and all other relief allowed  
23 under applicable laws;
- 24 4. For costs;
- 25 5. For both pre-judgment and post-judgment interest on any amounts awarded at  
26 the highest allowable rate;
- 27 6. For appropriate injunctive relief;
- 28 7. For damages insofar as they are allowed by applicable laws;

1           8.       For payment of attorneys’ fees and expert fees as may be allowable under  
2 applicable law, including but not limited to Cal. Gov. Code section 8670.56.5(f) the Private  
3 Attorney General Act (“PAGA”), Cal. Lab. Code section 2698, et seq., Cal. Code of Civil  
4 Procedure section 1021.5, and Cal. Code Civ. Proc. Section 1036;

5           9.       For such other and further relief, including declaratory relief, as the Court may  
6 deem just and proper.

7  
8  
9  
10 Dated: June 22, 2018

**WEBB LAW GROUP, APC**

11  
12 By   
13 LENDEN F. WEBB  
14 CHRISTOPHER E. NICHOLS  
15 Attorneys for Plaintiff individually and  
16 on behalf of all others similarly situated.  
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