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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

Mark Wheeler, on Behalf of Himself and all  
Others Similarly Situated,

Plaintiff,

v.  
LG ELECTRONICS USA, INC.,

Defendant.

Case No.

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiff Mark Wheeler (“Plaintiff”), by his attorneys, makes the following allegations  
2 pursuant to the investigation of his counsel and based upon information and belief, except as to  
3 allegations specifically pertaining to himself and his counsel, which are based on personal  
4 knowledge.  
5

### 6 **NATURE OF THE ACTION**

7 1. This class action arises from LG’s knowing sale of QuadWash-enabled dishwashers  
8 (“Class Dishwashers”)<sup>1</sup> equipped with defective LED control panels (“Control Panels”) and  
9 identified by the following model numbers: LDF5545, LDP6797, LDT7797, LDT5665, LDT5678,  
10 and LDT7808

11 2. LG designed Class Dishwashers with Control Panels that are “easy to see and use[,]”<sup>2</sup>  
12 and uniformly marketed each and every Class Dishwasher as “among the most energy-efficient in  
13 [their] class” and utilizing “energy- and water-saving features ... [that] help reduce your energy and  
14 water consumptions.”<sup>3</sup>  
15

16 3. Unfortunately for consumers, each and every Control Panel—all of which are  
17 identical from an assembly and mechanical engineering standpoint regardless of the model in which  
18 they are equipped—suffer from an identical, latent, and pervasive defect in materials, workmanship,  
19 and/or design that eventually renders Class Dishwashers inoperable well in advance of the end of  
20  
21  
22  
23

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24 <sup>1</sup> Plaintiffs reserve their right to expand this definition if discovery reveals the existence of additional  
models equipped with an LG Control Panel.

25 <sup>2</sup> *Top Control Smart wi-fi Enabled Dishwasher with QuadWash*, LG,  
26 <https://www.lg.com/us/dishwashers/lg-LDT5678BD-top-control-dishwasher> (last visited February  
20, 2022).

27 <sup>3</sup> *LDT7808BD*, LG,  
28 [https://web.archive.org/web/20180331093453/https://www.lg.com/us/dishwashers/lg-  
LDT7808BD-top-control-dishwasher](https://web.archive.org/web/20180331093453/https://www.lg.com/us/dishwashers/lg-LDT7808BD-top-control-dishwasher) (last visited February 20, 2022).

1 their expected useful life and, thus, unsuited for their ordinary and intended purpose (the “Control  
2 Panel Defect” or “Defect”).

3  
4 4. Specifically, the Defect allows moisture to penetrate the Control Panels, damaging  
5 the sensitive electronic components housed therein. When the Defect first manifests, the Control  
6 Panel’s buttons and/or LED display will appear to simply malfunction, either blinking the Panel’s  
7 various lights or shutting off completely, which can cause Class Dishwashers to stop mid-cycle or  
8 fail to re-start once a cycle is complete. Ultimately, the Defect renders the Control Panels  
9 unresponsive, and without a functioning Control Panel Class members cannot commence a wash  
10 cycle or use their Class Dishwashers as expected and intended.  
11

12 5. LG has been aware of the Control Panel Defect since at least 2015, when it began  
13 receiving complaints from consumers concerning the Defect. And on November 8, 2018, it  
14 acknowledged the Defect’s existence in a Service Bulletin (attached hereto as **Exhibit A**) made  
15 available only to its authorized repair technicians in which it detailed the Control Panel Defect and  
16 its root cause and asserted that the Defect is not present in Panels manufactured after a particular  
17 date.  
18

19 6. But although LG has long known, or had reason to know, that Class Dishwashers’  
20 Control Panels are Defective and are unfit for their ordinary and intended purpose and incapable of  
21 performing as warranted, LG failed to disclose and actively concealed this material fact from  
22 Plaintiffs and the Class.  
23

24 7. Consumers report that any and all efforts to remedy the Control Panel Defect without  
25 actually replacing the Control Panel—for example, by resetting the breaker to which a Dishwasher  
26 is connected—offer only temporary relief, at best. In order to permanently return their Class  
27  
28

1 Dishwashers to proper working order, Class members must replace Control Panels with a non-  
2 defective replacement component.

3  
4 8. Despite its longstanding knowledge of the Defect in Class Dishwashers, however, LG  
5 has yet to successfully remedy the Control Panel Defect: the updated Control Panels referenced in  
6 the 2018 TSB suffer from the very same Defect. Indeed, consumers report that their replacement  
7 Control Panels, which LG describes in the Service Bulletin as “improvements” designed to “prevent  
8 further moisture penetration,” likewise fail shortly after installation.

9  
10 9. Because LG repairs Class Dishwashers using defective Control Panels that are  
11 doomed to fail, its warranty offers little in the way of actual relief and fails of its essential purpose.  
12 Adding insult to injury, once LG’s one-year “labor and parts” warranty expires, LG claims the Defect  
13 does not exist, declines to provide further warranty coverage, and requires consumers who have not  
14 purchased an extended warranty to pay out of pocket to (temporarily) return their Class Dishwashers  
15 to proper working order, even if LG previously replaced the Control Panel under warranty.

16  
17 10. LG does so even though its express limited warranty requires it to provide free  
18 replacement electronics, including Control Panels, within five years of the purchase date. It instead  
19 informs complaining customers that they must agree to pay diagnostic and service fees before LG  
20 will provide a replacement Panel under warranty. Consumers who do not realize the extent of the  
21 Defect until after their warranty has expired likewise are out of luck.

22  
23 11. LG’s unlawful conduct thus placed Plaintiff and the Class between a rock and a hard  
24 place: once the Defect manifests, their only two options are to either purchase a new non- defective  
25 dishwasher to replace a Class Dishwasher for which they paid a premium or keep their Class  
26 Dishwasher and pay for multiple repairs.

27  
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12. Accordingly, Plaintiff, on behalf of himself and all others similarly situated, bring this action to redress LG’s violations of the California Consumer Legal Remedies Act (“CLRA”), Civil Code §§ 1750, *et seq.*, California’s Unfair Competition Law (“UCL”), Bus. & Prof. Code §§ 17200, *et seq.*, California’s False Advertising Law (“FAL”), Bus. & Prof. Code §§ 17500, *et seq.*; the Magnuson-Moss Warranty Act (15 U.S.C. § 2301, *et seq.*), and also seeks recovery for breach of express warranty, breach of implied warranty, common law fraud, and unjust enrichment.

## THE PARTIES

13. Plaintiff Mark Wheeler is and was at all times relevant to this complaint domiciled in California and a resident of Bakersfield, California.

14. Mr. Wheeler purchased a Class Dishwasher, model LDT5678SS for personal and family use on November 29, 2019, from a Lowes Store located in Bakersfield, California for approximately \$616.48.

15. Prior to purchasing his Class Dishwasher, Mr. Wheeler researched online the wide variety of LG Dishwashers and reviewed LG's website, which claimed their Class Dishwasher was "[a]mong the most energy-efficient dishwashers in its class" and through "energy- and water-saving features ... [would] help reduce your energy and water consumption."<sup>4</sup> Neither LG, nor its agents, sellers, or other representatives disclosed the Control Panel Defect in the Class Dishwasher to the Mr. Wheeler at the point of sale or otherwise.

16. In July of 2020, Mr. Wheeler contacted LG regarding the Control Panel Defect. LG concluded upon inspection that the Control Panel would need to be replaced and did so since the Dishwasher was still under warranty.

<sup>4</sup> *LG Top Control Smart wi-fi Enabled Dishwasher with QuadWash*, LG, <https://www.lg.com/us/dishwashers/lg-ldt5678ss-top-control-dishwasher> (last visited April 1, 2022).

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