

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

GLEN GRAYSON, DOREEN MAZZANTI,
DANIEL LEVY, DAVID MEQUET, and
LAUREN HARRIS, individually and on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

GENERAL ELECTRIC COMPANY,

Defendant.

Case No. 3:13-cv-01799-WWE
(Consolidated Docket No.)

(JURY TRIAL DEMANDED)

AMENDED CONSOLIDATED CLASS ACTION COMPLAINT

Plaintiffs Glen Grayson, Doreen Mazzanti, Daniel Levy, David Mequet, and Lauren Harris (“Plaintiffs”), on behalf of themselves and all others similarly situated, bring this Class Action Complaint against defendant General Electric Company (“GE”) and in support allege as follows:

NATURE OF THIS ACTION

1. GE is one of the largest technology, media, and financial services companies in the world. Its Industrial Division produces and sells a variety of technological products, including consumer appliances.

2. GE participated in the marketing, sale, manufacturing and/or design of microwave ovens branded with the “General Electric” name. GE-branded microwave oven model numbers JEB1095, ZMC1090, and ZMC1095 (the “Models”) contain defects that make them unreasonably dangerous and unsuitable for their intended use. More specifically, the Models are defectively designed and/or manufactured such that the glass on the doors to these microwave ovens will shatter. GE has known, or reasonably should have known, that the

Models were defective since at least September 2002.

3. Plaintiff alleges that GE has undertaken a deliberate and willful pattern of conduct (including taking active measures) aimed at hiding the defects in the Models from its consumers, including the Plaintiff.

THE PARTIES

4. Plaintiff Glen Grayson is a citizen residing at 35 Glades Way, Halesite, New York 11743.

5. Plaintiff Doreen Mazzanti is a citizen residing at 394 Glenmont Avenue, Columbus, Ohio, 43214.

6. Plaintiff Daniel Levy is a citizen residing at 1711 Lobelia Court, Carlsbad, California, 92011.

7. Plaintiff David Mequet is a citizen residing at 4324 Vendelia Street, Dallas, Texas, 75219.

8. Plaintiff Lauren Harris is a citizen residing at 811 Alba Drive, Orlando, Florida, 32804.

9. Defendant General Electric Company is a New York corporation with its principal place of business at 3135 Easton Turnpike, Fairfield, Connecticut 06828.

JURISDICTION AND VENUE

10. This Court has original jurisdiction over this civil action under 28 U.S.C. § 1332(d) because this action is a class action filed under Rule 23 of the Federal Rules of Civil Procedure, the amount in controversy exceeds \$5,000,000 and there are members of the Class who are citizens of a different state than the Defendant GE.

11. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because GE is a

resident of the State in which this District is located.

CLASS ACTION ALLEGATIONS

12. Plaintiffs bring this action on behalf of themselves and the classes defined as follows:

a. All persons residing in the United States who purchased a GE-branded microwave oven model number JEB1095, ZMC1090, and ZMC1095 and all other models with the same or substantially similar glass door assembly design since the date of first manufacture for primarily personal, family or household purposes, and not for resale (the “Nationwide Class”).

b. All persons residing in the States of Alaska, Arkansas, Connecticut, Delaware, Florida, Hawaii, Illinois, Michigan, Missouri, Nebraska, New Jersey, New York, Rhode Island, Vermont, Washington, Wisconsin and the District of Columbia who purchased a GE-branded microwave oven model number JEB1095, ZMC1090, and ZMC1095 and all other models with the same or substantially similar glass door assembly design since the date of first manufacture for primarily personal, family or household purposes, and not for resale (“The Consumer Protection Law Subclass”).

13. In the alternative, Plaintiff Glen Grayson brings this action on behalf of himself and members of a subclass comprised of:

All persons residing in the State of New York who purchased a GE-branded microwave oven model number JEB1095, ZMC1090, and ZMC1095 and all other models with the same or substantially similar glass door assembly design since the date of first manufacture for primarily personal, family or household purposes, and not for resale (the “New York Subclass”).

14. In the alternative, Plaintiff Doreen Mazzanti brings this action on behalf of herself and members of a subclass comprised of:

All persons residing in the State of Ohio who purchased a GE-branded microwave oven model number JEB1095, ZMC1090, and ZMC1095 and all other models with the same or substantially similar glass door assembly design since the date of first manufacture for primarily personal, family or household purposes,

and not for resale (the “Ohio Subclass”).

15. In the alternative, Plaintiff Daniel Levy brings this action on behalf of himself and members of a subclass comprised of:

All persons residing in the State of California who purchased a GE-branded microwave oven model number JEB1095, ZMC1090, and ZMC1095 and all other models with the same or substantially similar glass door assembly design since the date of first manufacture for primarily personal, family or household purposes, and not for resale (the “California Subclass”).

16. In the alternative, Plaintiff David Mequet brings this action on behalf of himself and members of a subclass comprised of:

All persons residing in the State of Texas who purchased a GE-branded microwave oven model number JEB1095, ZMC1090, and ZMC1095 and all other models with the same or substantially similar glass door assembly design since the date of first manufacture for primarily personal, family or household purposes, and not for resale (the “Texas Subclass”).

17. In the alternative, Plaintiff Lauren Harris brings this action on behalf of herself and members of a subclass comprised of:

All persons residing in the State of Florida who purchased a GE-branded microwave oven model number JEB1095, ZMC1090, and ZMC1095 and all other models with the same or substantially similar glass door assembly design since the date of first manufacture for primarily personal, family or household purposes, and not for resale (the “Florida Subclass”).

18. Members of the class and subclasses are so numerous that joinder is impracticable. While the exact number of class and subclass members is unknown to Plaintiffs, it is believed that the class and subclasses are comprised of thousands of members geographically disbursed throughout the United States and in each of the states, including each state specifically listed in Paragraphs 9-11 above. The class and subclasses are readily identifiable from information and records in the possession of GE and third parties.

19. Common questions of law and fact exist as to all members of the class and subclasses. These questions predominate over questions that may affect only individual class and subclass members because GE has acted on grounds generally applicable to the class and subclasses. Such common legal or factual questions include:

- (a) Whether the Models are defective;
- (b) Whether the Models are defectively designed and/or manufactured;
- (c) Whether the defects in the Models resulted from GE's negligence;
- (d) Whether GE knew or reasonably should have known about the defects prior to distributing the Models to Plaintiff and the class and subclasses;
- (e) Whether GE concealed from and/or failed to disclose to Plaintiff and the class and subclasses the problems with the Models;
- (f) Whether GE knew or reasonably should have known about the defects after distributing the Models to Plaintiff and the class and subclasses;
- (g) Whether GE breached express warranties relating to the Models;
- (h) Whether GE breached the implied warranty of merchantability relating to the Models;
- (i) Whether GE was unjustly enriched by receiving moneys in exchange for Models that were defective;
- (j) Whether GE should be ordered to disgorge all or part of the ill-gotten profits it received from the sale of the defective Models;
- (k) Whether Plaintiffs and the class and subclasses are entitled to damages, including compensatory, exemplary, and statutory damages, and the amount of such damages;
- (l) Whether GE should be enjoined from selling and marketing its defective Models; and
- (m) Whether GE engaged in unfair, unconscionable, or deceptive trade practices by selling and/or marketing defective Models.

20. Plaintiffs' claims are typical of the members of the class and subclasses as all members of the class and subclasses are similarly affected by GE's actionable conduct.

Plaintiffs and all members of the class and subclasses purchased the Models with defects that make the Models inherently dangerous. In addition, GE's conduct that gave rise to the claims of Plaintiffs and members of the class and subclasses (*i.e.* delivering a defective microwave oven, concealing the defect and breaching warranties respecting the microwave oven) is the same for all members of the class and subclasses.

21. Plaintiffs will fairly and adequately protect the interests of the class and subclasses because they have no interests antagonistic to, or in conflict with, the class and subclasses that Plaintiffs seeks to represent. Furthermore, Plaintiffs have retained counsel experienced and competent in the prosecution of complex class action litigation.

22. Class action treatment is a superior method for the fair and efficient adjudication of this controversy, in that, among other things, such treatment will permit a large number of similarly situated persons or entities to prosecute their common claims in a single forum simultaneously, efficiently and without the unnecessary duplication of evidence, effort, expense, or the possibility of inconsistent or contradictory judgments that numerous individual actions would engender. The benefits of the class mechanism, including providing injured persons or entities with a method for obtaining redress on claims that might not be practicable to pursue individually, substantially outweigh any difficulties that may arise in the management of this class action.

23. Plaintiffs know of no difficulty to be encountered in the maintenance of this action that would preclude its maintenance as a class action.

24. GE has acted or refused to act on grounds generally applicable to the class and subclasses, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class and subclass as a whole.

FACTUAL BACKGROUND

25. The Models are branded with the “GE” logo and are sold as GE model microwave ovens with the following model numbers: JEB1095, ZMC1090, ZMC1095.

26. Each of the Models has an outer door with a glass surface.

27. Each of the Models has a door assembly that contains a hinge spring.

28. Each of the Models contains common design and/or manufacturing defects that cause glass on their doors to shatter. More specifically, the cause of the glass shattering is interference between the inside surface of the glass and the hinge spring inside the door assembly.

29. GE expressly and impliedly warranted, via user manuals, advertisements, pamphlets, brochures, circulars, samples, and/or models that the Models are fit for the ordinary purpose for which such goods are used.

30. GE expressly warranted in its user manuals that it would replace and repair, free of charge, any part of the Models that failed due to a manufacturing defect within one year from the date of original purchase.

31. The defects in the glass doors rendered the Models unfit for the ordinary purpose for which they are used.

32. As a result of these defects, the Models pose an unreasonable risk of harm to consumers and their property.

33. As a direct, proximate, and foreseeable result of these defects, Plaintiffs and members of the class and subclasses suffered damages, including, but not limited to: (i) the difference in value of the Models as warranted and the Models received, (ii) loss of use of the

Models, (iii) property damage, and (iv) consequential damages.

34. Had the Models been properly manufactured and/or free from design defects, Plaintiffs and the class and subclasses would not have suffered the damages complained of herein.

FACTS AS TO PLAINTIFF GLEN GRAYSON

35. On or about March 2, 2004, Mr. Grayson purchased a GE-branded microwave oven, model number JEB1095SB, for his home. On or about April 3, 2004, the microwave was installed in Mr. Grayson's custom cabinetry and Mr. Grayson began to use his microwave oven as it was intended to be used. However, on or about May 23, 2007, the glass door to Mr. Grayson's microwave shattered late at night and shards of glass flew all over his kitchen floor. The microwave was not in use when the glass door shattered. Prior to the time of this incident, Mr. Grayson acted in a diligent and reasonable manner as an owner of an appliance. Because GE fraudulently concealed the defects from him, Mr. Grayson did not suspect (and had no reason to suspect) that there was anything wrong with his microwave oven until the glass shattered.

36. Mr. Grayson reported the incident to GE. GE told Mr. Grayson that the incident was anomalous and charged him for a replacement door and for its installation. The service technician who installed the replacement door told him that it came with a five-year warranty.

37. On or about January 9, 2011, the glass door to Mr. Grayson's microwave shattered a second time and shards of glass flew all over his kitchen floor. The microwave was not in use when the glass door shattered. Because GE continued to fraudulently conceal the defects from him, Mr. Grayson did not suspect (and had no reason to suspect) that there was anything wrong with his microwave oven after the replacement door had been installed.

38. Mr. Grayson reported the incident to GE. GE once again told Mr. Grayson that the incident was anomalous. GE initially refused to honor Mr. Grayson's five-year warranty, but eventually agreed to cover a portion of the cost of a replacement door and installation costs. However, when the replacement door arrived on or about February 10, 2011, it was shattered in its package. Mr. Grayson reported the broken door to GE, which then informed him that no replacement doors existed and offered to reimburse him for a portion of the cost of a different replacement unit. However, because no other GE model would fit in Mr. Grayson's custom cabinetry, he requested that GE continue to search for a replacement door. As a result of GE's inability to find a timely replacement door for Mr. Grayson's microwave, he was deprived of the use of his microwave for more than two months.

39. On or about March 14, 2011, GE located a replacement door which it shipped to Mr. Grayson. A service technician installed the replacement door with Mr. Grayson's assistance.

FACTS AS TO PLAINTIFF DOREEN MAZZANTI

40. On or about March 2007, Ms. Mazzanti purchased a GE-branded microwave oven, model number JEB1095SB002, for her home. Ms. Mazzanti used her microwave oven as it was intended to be used. However, on or about December 13, 2009, the glass door to Ms. Mazzanti's microwave shattered late at night and shards of glass flew onto the floor. The microwave was not in use when the glass door shattered. Prior to the time of this incident, Ms. Mazzanti acted in a diligent and reasonable manner as an owner of an appliance. Because GE fraudulently concealed the defects from her, Ms. Mazzanti did not suspect (and had no reason to suspect) that there was anything wrong with her microwave oven until the glass shattered. Ms. Mazzanti reported the incident to GE. GE sent Ms. Mazzanti a replacement door which she

installed herself.

FACTS AS TO PLAINTIFF DANIEL LEVY

41. In the winter of 2006, Mr. Levy purchased a GE-branded microwave oven, model number JEB1095WB04, for his home. Plaintiff Levy purchased the microwave at issue in California while himself a resident of California, and he did so from the website of an online retailer (Ecost) that was also itself headquartered in Torrance, California.

42. Mr. Levy used his microwave oven as it was intended to be used. However, on or about April 26, 2015, the glass door to Mr. Levy's microwave shattered and shards of glass flew onto the floor. The microwave was not in use when the glass door shattered. Prior to the time of this incident, Mr. Levy acted in a diligent and reasonable manner as an owner of an appliance. Because GE fraudulently concealed the defects from him, Mr. Levy did not suspect (and had no reason to suspect) that there was anything wrong with his microwave oven until the glass shattered.

43. Mr. Levy reported the incident to GE. The service technician sent by GE told Mr. Levy that he would be responsible for the cost of parts and labor. Mr. Levy ordered a replacement glass panel and was later informed that this part was no longer available. Subsequently, GE made an offer of only \$50 towards a new microwave, which Mr. Levy did not accept.

FACTS AS TO PLAINTIFF DAVID MEQUET

44. Mr. Mequet owns a GE-branded microwave oven, model number ZMC1095BB001. Mr. Mequet used his microwave oven as it was intended to be used. However, on or about April 22, 2015, the glass door to Mr. Mequet's microwave shattered and shards of glass flew onto the floor. The microwave was not in use when the glass door

shattered, nor had it been used for at least a day and a half before it shattered. Prior to the time of this incident, Mr. Mequet acted in a diligent and reasonable manner as an owner of an appliance. Because GE fraudulently concealed the defects from him, Mr. Mequet did not suspect (and had no reason to suspect) that there was anything wrong with his microwave oven until the glass shattered.

45. When Mr. Mequet contacted GE about the glass shattering incident, GE told him that it would waive the cost of a diagnostic visit but that he would be responsible for any costs associated with the actual repair of his unit. After Mr. Mequet objected, GE told Mr. Mequet that GE would send a replacement glass panel that he could install himself

FACTS AS TO PLAINTIFF LAUREN HARRIS

46. Ms. Harris owns a GE-branded microwave oven, model number JEB1095SB002, manufactured in 2001. Ms. Harris used her microwave oven as it was intended to be used. On January 9, 2015, the glass door to Ms. Harris's microwave started to make popping noises. When Ms. Harris opened the microwave to inspect it, the glass door shattered, sending shards of glass through her kitchen and into the adjacent living room. Ms. Harris' four-year old son was sitting in the area and was hit with flying glass.

47. Prior to the time of this incident, Ms. Harris acted in a diligent and reasonable manner as an owner of an appliance. Because GE fraudulently concealed the defects from her, Ms. Harris did not suspect (and had no reason to suspect) that there was anything wrong with her microwave oven until the glass shattered. Indeed, although prior to 2002, GE had identified an issue with interference between the inside surface of the glass and door hinge spring in Ms. Harris's microwave that could cause the glass door to shatter, upon information and belief, GE failed to recall these Models or notify unsuspecting owners like Ms. Harris about this design

defect. Instead, GE purported to address the cause of the glass shattering on a forward-basis only, leaving Ms. Harris and other consumers with these dangerous MWOs already in their homes at risk of personal injury.

48. And when Ms. Harris reported the incident to GE, GE misleadingly told Ms. Harris that the breakage could have been caused by a weakness, scratch, or crack in the glass that may have occurred through the years. GE failed to inform Ms. Harris at any point that GE was in fact aware that interference between the inside surface of the glass and hinge spring inside the door assembly caused glass shattering in JEB 1095 Models, as stated in the attached service bulletin issued by GE.

49. GE offered to send out a technician to diagnose the unit at no cost, but told her that GE would not pay for the repair. The technician evaluated her microwave and told Ms. Harris that it was not repairable.

50. Because the GE-branded microwave matched with the GE-branded conventional oven in her kitchen, Ms. Harris had to purchase both a new microwave oven and conventional oven for \$3200.

TOLLING AND ESTOPPEL OF STATUTES OF LIMITATION

51. GE had actual awareness, at least as early as September 2002, that the Models contained defects that caused the door glass to shatter.

52. Although GE was aware of the dangerous defects, it took no steps to warn Plaintiffs or the class or subclasses of such defects and the dangers the defects would pose.

53. In September 2002, GE received reports from consumers of incidents of shattered door glass associated with GE-branded microwave ovens model numbers JEB1095, ZMC1090, and ZMC1095. GE determined that the root cause of the problem was interference

between the inside surface of the glass and the hinge spring inside the door assembly.

54. GE sent out service bulletins to its technicians alerting them of the problem and explaining how to fix it once the door shattered. These service bulletins were only available to service professionals and were not available, or disseminated, to members of the class, subclasses, or the public at large. True and correct copies of the service bulletins are attached hereto as Exhibit 1.

55. GE also purportedly changed its manufacturing process to correct the problem on a going-forward basis for newly manufactured GE-branded microwave ovens.

56. GE did not, however, issue a recall, warn consumers, or take any other affirmative steps to correct the problem in the Models already in the field with glass that had not yet shattered or to alert members of the class about the problem.

57. Despite its knowledge, GE concealed the fact that the Models were defective, even though it had a duty to disclose the defects. GE's concealment was material to Plaintiffs and members of the class and subclasses' decision to purchase the Models. GE's concealment was knowing, and GE had the intent to mislead Plaintiffs and members of the class and subclasses into relying upon it. Accordingly, Plaintiffs and members of the class and subclasses may be presumed to have relied upon GE's concealment of these material facts and suffered injury as a proximate cause of that justifiable reliance.

58. The defects in the design and/or manufacture of the Models were not detectable to Plaintiffs and members of the class and subclasses.

59. GE actively and intentionally concealed the existence of the defects and failed to inform members of the class and subclass of the existence of the defects. Accordingly, the ignorance of Plaintiffs and members of the class and subclasses was not attributable to lack of

diligence on their part.

60. GE concealed the defects for the purpose of delaying Plaintiffs and members of the class and subclasses' filing a complaint on their causes of action.

61. As a result of GE's active concealment of the defects and/or failure to inform Plaintiffs and members of the class and subclasses of the defects, any and all applicable statutes of limitations otherwise applicable to the allegations herein have been tolled. Furthermore, GE is estopped from relying on any statutes of limitations in light of its active concealment of the defective nature of the Models.

COUNT I
(Express Warranty, On Behalf Of The Nationwide Class)

62. Plaintiffs re-allege and incorporate each and every allegation set forth above as if fully written herein.

63. Defendant GE is a "seller" within the meaning of Conn. Gen. Stat. § 42a-2-103(1)(c).

64. The Models are "goods" within the meaning of Conn. Gen. Stat. § 42a-2-105(1).

65. Plaintiffs and the members of the class are "buyers" within the meaning of Conn. Gen. Stat. § 42a-2-103(1)(a).

66. Defendant GE expressly warranted via its user manuals, advertisements, pamphlets, brochures, circulars, samples, and models that the Models are fit for the ordinary purpose in which such goods are used.

67. GE's express warranties were part of the basis of the bargain between GE and Plaintiff and members of the class.

68. GE breached its express warranty because the Models were not fit for the ordinary purpose in which such goods are used. Specifically, the Models contained defects that

caused their door glass to shatter, rendering the microwave ovens unusable for their ordinary purpose. GE also breached its express warranty by refusing to repair the Models and/or replace microwave oven parts damaged by the defects for the class as a whole.

69. Plaintiffs and members of the class may be presumed to have relied upon the representation and/or warranty that they would be supplied a microwave oven free of defects.

70. Plaintiffs and members of the class sustained injuries and damages as a result of the breach.

COUNT II
(Implied Warranty Of Merchantability, On Behalf Of The Nationwide Class)

71. Plaintiffs re-allege and incorporate each and every allegation set forth above as if fully written herein.

72. The Models are “goods” within the meaning of Conn. Gen. Stat. § 42a-2-105(1).

73. Plaintiffs and the members of the class are “buyers” within the meaning of Conn. Gen. Stat. § 42a-2-103(1)(a).

74. A warranty that goods shall be merchantable and fit for the ordinary purposes for which such goods are used is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind.

75. GE is a “merchant” within the meaning of Conn. Gen. Stat. § 42a-2-104(1) with respect to the Models.

76. GE’s implied warranty that the Models were merchantable was part of the basis of the bargain between GE and Plaintiffs and members of the class.

77. GE breached the implied warranty of merchantability because the Models were not fit for the ordinary purpose in which such goods are used. Specifically, the Models contained defects that caused their door glass to shatter, rendering the Models unusable for their

ordinary purpose.

78. Plaintiffs and members of the class sustained injuries and damages as a result of the breach.

COUNT III
(In The Alternative, Express Warranty, On Behalf Of The New York Subclass)

79. Plaintiff Glen Grayson re-alleges and incorporates each and every allegation set forth above as if fully written herein.

80. Plaintiff alleges Count III on behalf of the New York Subclass in the alternative to Count I.

81. Defendant GE is a “seller” within the meaning of N.Y. U.C.C. Law § 2-103(1)(d).

82. The Models are “goods” within the meaning of N.Y. U.C.C. Law § 2-105(1).

83. Plaintiff and the members of the class are “buyers” within the meaning of N.Y. U.C.C. Law § 2-103(1)(a).

84. Defendant GE expressly warranted via its user manuals, advertisements, pamphlets, brochures, circulars, samples, and models that the Models are fit for the ordinary purpose in which such goods are used.

85. GE’s express warranties were part of the basis of the bargain between GE and Plaintiff and members of the subclass.

86. GE breached its express warranty because the Models were not fit for the ordinary purpose in which such goods are used. Specifically, the Models contained defects that caused their door glass to shatter, rendering the Models unusable for their ordinary purpose. GE also breached its express warranty by refusing to repair the Models and/or replace microwave oven parts damaged by the defects for the subclass as a whole.

87. Plaintiff and members of the subclass may be presumed to have relied upon the representation and/or warranty that they would be supplied a microwave oven free of defects.

88. Plaintiff and members of the subclass sustained injuries and damages as a result of the breach.

COUNT IV
(In The Alternative, Express Warranty, On Behalf Of The Ohio Subclass)

89. Plaintiff Doreen Mazzanti re-alleges and incorporates each and every allegation set forth above as if fully written herein.

90. Plaintiff alleges Count IV on behalf of the Ohio Subclass in the alternative to Count I.

91. Defendant GE is a “seller” within the meaning of Ohio Rev. Code § 1302.01(a)(4).

92. The Models are “goods” within the meaning of Ohio Rev. Code § 1302.01(a)(8).

93. Plaintiff and the members of the class are “buyers” within the meaning of Ohio Rev. Code § 1302.01(a)(1).

94. Defendant GE expressly warranted via its user manuals, advertisements, pamphlets, brochures, circulars, samples, and models that the Models are fit for the ordinary purpose in which such goods are used.

95. GE’s express warranties were part of the basis of the bargain between GE and Plaintiff and members of the subclass.

96. GE breached its express warranty because the Models were not fit for the ordinary purpose in which such goods are used. Specifically, the Models contained defects that caused their door glass to shatter, rendering the Models unusable for their ordinary purpose. GE also breached its express warranty by refusing to repair the Models and/or replace microwave

oven parts damaged by the defects for the subclass as a whole.

97. Plaintiff and members of the subclass may be presumed to have relied upon the representation and/or warranty that they would be supplied a microwave oven free of defects.

98. Plaintiff and members of the subclass sustained injuries and damages as a result of the breach.

COUNT V
(In The Alternative, Breach of Express Warranty,
On Behalf Of The California Subclass)

99. Plaintiff Daniel Levy re-alleges and incorporates each and every allegation set forth above as if fully written herein.

100. Plaintiff alleges this cause of action on behalf of the California Subclass in the alternative to Count I.

101. Defendant GE is a “seller” within the meaning of Cal. Com. Code § 2103(1)(d).

102. The Models are “goods” within the meaning of Cal. Com. Code § 2105.

103. Plaintiff and the members of the California Subclass are “buyers” within the meaning of Cal. Com. Code § 2103(1)(a).

104. Defendant GE expressly warranted pursuant to Cal. Com. Code § 2313, via its user manuals, advertisements, pamphlets, brochures, circulars, samples, and models, that the Models are fit for the ordinary purpose in which such goods are used.

105. GE’s express warranties were part of the basis of the bargain between GE and Plaintiff and members of the California Subclass.

106. GE breached its express warranty because the Models were not fit for the ordinary purpose in which such goods are used. Specifically, the Models contained defects that caused their door glass to shatter, rendering the Models unusable for their ordinary purpose. GE

also breached its express warranty by refusing to repair the Models and/or replace microwave oven parts damaged by the defects for the subclass as a whole, and/or by failing to provide proper replacement parts, thereby leaving consumers at risk of the Models glass doors shattering again.

107. GE has received sufficient and timely notice of the breaches of express warranty alleged herein. Despite this notice and GE's knowledge, GE refuses to honor its express warranties, even though it knows of the inherent defect in the Models.

108. Plaintiff and members of the subclass may be presumed to have relied upon the representation and/or warranty that they would be supplied a microwave oven free of defects. Plaintiff and members of the subclass sustained injuries and damages as a result of the breach.

COUNT VI
(Violation of California Civil Code § 1790 et seq.: The Song-Beverly Act – Breach of Express Warranty, On Behalf Of The California Subclass)

109. Plaintiff Daniel Levy re-alleges and incorporates each and every allegation set forth above as if fully written herein.

110. Plaintiff Levy asserts this cause of action on behalf of himself and the other members of the California Subclass.

111. GE is a “manufacturer” within the meaning of Cal. Civ. Code § 1791(j).

112. The defective Models are “consumer goods” within the meaning of Cal. Civ. Code § 1791(a).

113. Plaintiff and members of the California Subclass are “buyers” within the meaning of Cal. Civ. Code § 1791(b).

114. GE made written warranties regarding the Models to Plaintiff and members of the California Subclass.

115. As an express warrantor, GE had certain obligations under the Song-Beverly Act, and in particular, Cal. Civ. Code § 1793.2(b) and (d), to conform the Models to their express warranties.

116. GE is obligated under the terms of its express warranties to properly repair and/or replace the defective Models sold to Plaintiff Levy and the other members of the California Subclass.

117. GE has breached its express warranties, as set forth above, by selling the Models in a condition that does not meet the warranty obligations undertaken by GE, and by failing to repair the defects and/or replace the defective parts in the Models, and/or by failing to provide proper replacement parts, thereby leaving consumers at risk of the Models glass doors shattering again.

118. Plaintiff Levy purchased the microwave at issue in California while himself a resident of California, and he did so from the website of an online retailer (Ecost) that was also itself headquartered in Torrance, California.

119. Plaintiff Levy and the other members of the California Subclass have used the Models for their intended and ordinary purpose.

120. Plaintiff Levy and the other members of the California Subclass have performed each and every duty required under the terms of the express warranties, except as may have been excused or prevented by the conduct of GE or by operation of the law in light of GE's unconscionable conduct.

121. GE has received sufficient and timely notice of the breaches of express warranty alleged herein. Despite this notice and GE's knowledge, GE refuses to honor its express warranties, even though it knows of the inherent defect in the Models.

122. Plaintiff Levy and the other members of the California Subclass have given GE a reasonable opportunity to cure its failures with respect to its express warranties, and GE failed to do so.

123. In its capacity as a warrantor, and by the conduct described herein, any attempt by GE to limit the express warranties in a manner that would exclude coverage of the defective Models is unconscionable and any such effort to disclaim, or otherwise limit, liability for the defective Models is null and void.

124. GE has failed to provide Plaintiff Levy or the other members of the California Subclass a product that conforms to the qualities and characteristics that GE expressly warranted when Plaintiff Levy and the other members of the California Class purchased their Models. GE has also failed to replace and repair, free of charge, any part of the Models that failed due to a manufacturing defect, and/or has failed to provide proper replacement parts, thereby leaving consumers at risk of the Models glass doors shattering again.

125. GE has not conformed to the Models to the express warranty. GE is, therefore, required to either pay damages or reimburse the buyer the purchase price and incidental damages under Civil Code §§ 1793.2(d) and 1794.

126. GE knew of its obligations under its express warranties to repair and replace defective components of its Models, as needed. However, GE has willfully refused to repair and replace defective components, as required under its express warranties. GE is, therefore, liable not only for damages, but also a civil penalty under Civil Code § 1794.

COUNT VII

(In the Alternative, Violation of California Civil Code § 1790 *et seq.*: The Song-Beverly Act – Breach of Implied Warranty, On Behalf Of The California Subclass)

127. Plaintiff Daniel Levy re-alleges and incorporates each and every allegation set

forth above as if fully written herein.

128. Plaintiff Levy asserts this cause of action on behalf of himself and the other members of the California Subclass.

129. Plaintiff Levy purchased the microwave at issue in California while himself a resident of California, and he did so from the website of an online retailer (Ecost) that was also itself headquartered in Torrance, California.

130. GE is a “manufacturer” within the meaning of Cal. Civ. Code § 1791(j).

131. The defective Models are “consumer goods” within the meaning of Cal. Civ. Code § 1791(a).

132. Plaintiff and members of the California Subclass are “buyers” within the meaning of Cal. Civ. Code § 1791(b).

133. Pursuant to Cal. Civ. Code § 1792, a warranty that goods shall be merchantable is implied in a contract for their sale, which under Cal. Civ. Code § 1791.1 means that the goods meet each of the following:

- (a) “Pass without objection in the trade under the contract description;”
- (b) “Are fit for the ordinary purposes for which such goods are used;”
- (c) “Are adequately contained, packaged, and labeled;” and
- (d) “Conform to the promises or affirmations of fact made on the container or label.”

134. GE impliedly warranted that the Models were merchantable within the meaning of Cal. Civ. Code §§ 1791.1(a) and 1792, which implied warranty became part of the basis of the bargain when Plaintiff Levy and members of the California Subclass purchased their GE microwaves. Even though not required, Plaintiff and members of the California Subclass have

had sufficient direct dealings with either the Defendant or its agents to establish privity of contract between them.

135. GE breached this implied warranty of merchantability because, among other things, the defective Models would not have passed without objection in the microwave trade, were not fit for the ordinary purpose in which such goods are used, and were not adequately labeled in that they contained defects caused their door glass to shatter.

136. GE was given notice of its breach of this implied warranty by virtue of the numerous complaints received regarding the defective Models and GE's own internal investigations. GE, however, affirmatively misrepresented and otherwise actively and fraudulently concealed the issues with the Models from Plaintiff Levy, members of the California Subclass, and the public at large, such that Plaintiffs and members of the California Subclass did not discover and could not have discovered with due diligence GE's breach of this implied warranty.

137. Plaintiff and members of the California Subclass have thus sustained injuries and damages as a direct and proximate result of GE's breach of the implied warranty of merchantability, including out-of-pocket costs associated with GE's failure to repair or replace, free of charge, defective parts of the Models.

COUNT VIII
(In The Alternative, Breach of Express Warranty,
On Behalf Of The Texas Subclass)

138. Plaintiff David Mequet re-alleges and incorporates each and every allegation set forth above as if fully written herein.

139. Plaintiff alleges this cause of action on behalf of the Texas Subclass in the alternative to Count I.

140. Defendant GE is a “seller” within the meaning of Tex. Bus. & Com. Code § 2.104.

141. The Models are “goods” within the meaning of Tex. Bus. & Com. Code § 2.105.

142. Plaintiff and the members of the subclass are “buyers” within the meaning of Tex. Bus. & Com. Code § 2.104.

143. Defendant GE expressly warranted pursuant to Tex. Bus. & Com. Code § 2.313, via its user manuals, advertisements, pamphlets, brochures, circulars, samples, and models, that the Models are fit for the ordinary purpose in which such goods are used, which became part of the basis of the bargain in the sale of the Models.

144. GE breached its express warranty because the Models were not fit for the ordinary purpose in which such goods are used. Specifically, the Models contained defects that caused their door glass to shatter, rendering the Models unusable for their ordinary purpose. GE also breached its express warranty by refusing to repair the Models and/or replace microwave oven parts damaged by the defects for the subclass as a whole, and/or by failing to provide proper replacement parts, thereby leaving consumers at risk of the Models glass doors shattering again.

145. GE has received sufficient and timely notice of the breaches of express warranty alleged herein. Despite this notice and GE’s knowledge, GE refuses to honor its express warranties, even though it knows of the inherent defect in the Models.

146. Plaintiff and members of the subclass may be presumed to have relied upon the representation and/or warranty that they would be supplied a microwave oven free of defects. Plaintiff and members of the subclass sustained injuries and damages as a result of the breach.

COUNT IX

**(In The Alternative, Breach of Implied Warranty Of Merchantability,
On Behalf Of The Texas Subclass)**

147. Plaintiff David Mequet re-alleges and incorporates each and every allegation set forth above as if fully written herein.

148. Plaintiff alleges this cause of action on behalf of the Texas Subclass in the alternative to Count II.

149. The Models are “goods” within the meaning of Tex. Bus. & Com. Code § 2.105.

150. Plaintiff and the members of the subclass are “buyers” within the meaning of Tex. Bus. & Com. Code § 2.104.

151. A warranty that goods shall be merchantable and fit for the ordinary purposes for which such goods are used is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind.

152. GE is a “merchant” within the meaning of Tex. Bus. & Com. Code § 2.104 with respect to the Models.

153. GE’s implied warranty that the Models were merchantable was part of the basis of the bargain between GE and Plaintiff and members of the subclass.

154. GE breached the implied warranty of merchantability because the Models were not fit for the ordinary purpose in which such goods are used. Specifically, the Models contained defects that caused their door glass to shatter, rendering the Models unusable for their ordinary purpose.

155. Plaintiff and members of the subclass sustained injuries and damages as a result of the breach.

COUNT X

**(In The Alternative, Breach of Express Warranty,
On Behalf Of The Florida Subclass)**

156. Plaintiff Lauren Harris re-alleges and incorporates each and every allegation set forth above as if fully written herein.

157. Plaintiff alleges this cause of action on behalf of the Florida Subclass in the alternative to Count I.

158. Defendant GE is a “seller” within the meaning of Fla. Stat. § 672.103.

159. The Models are “consumer goods” within the meaning of Fla. Stat. § 679.1021.

160. Plaintiff and the members of the subclass are “buyers” within the meaning of Fla. Stat. § 672.103.

161. Defendant GE expressly warranted pursuant to Fla. Stat. § 672.313, via its user manuals, advertisements, pamphlets, brochures, circulars, samples, and models, that the Models are fit for the ordinary purpose in which such goods are used, which became part of the basis of the bargain in the sale of the Models.

162. GE breached its express warranty because the Models were not fit for the ordinary purpose in which such goods are used. Specifically, the Models contained defects that caused their door glass to shatter, rendering the Models unusable for their ordinary purpose. GE also breached its express warranty by refusing to repair the Models and/or replace microwave oven parts damaged by the defects for the subclass as a whole, and/or by failing to provide proper replacement parts, thereby leaving consumers at risk of the Models glass doors shattering again.

163. GE has received sufficient and timely notice of the breaches of express warranty alleged herein. Despite this notice and GE’s knowledge, GE refuses to honor its express warranties, even though it knows of the inherent defect in the Models.

164. Plaintiff and members of the subclass may be presumed to have relied upon the representation and/or warranty that they would be supplied a microwave oven free of defects. Plaintiff and members of the subclass sustained injuries and damages as a result of the breach.

COUNT XI
(Violation of 15 U.S.C. § 2301 *et seq.*: The Magnuson-Moss Warranty Act, On Behalf Of The Nationwide Class)

165. Plaintiffs re-allege and incorporate each and every allegation set forth above as if fully written herein.

166. The Models are “consumer products” within the meaning of 15 U.S.C. § 2301.

167. Plaintiffs and members of the class are “consumers” within the meaning of 15 U.S.C. § 2301.

168. GE is a “supplier” of the consumer products to consumers and a “warrantor” within the meaning of 15 U.S.C. § 2301.

169. GE made written and implied warranties regarding the Models to Plaintiff and members of the class within the meaning of 15 U.S.C. § 2301.

170. GE violated the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.* by failing to comply with the written and implied warranties it made to Plaintiff and members of the class.

171. Plaintiffs and members of the class sustained injuries and damages as a result of GE’s violation of their written and/or implied warranties.

COUNT XII
(Violation Of the California Consumer Legal Remedies Act, on Behalf of the California Subclasses)

172. Plaintiff Daniel Levy re-alleges and incorporates each and every allegation set forth above as if fully written herein.

173. Plaintiff Levy alleges this cause of action on behalf of the California Subclass.

174. Plaintiffs, the California Sub-Class, and GE are “persons” as defined in Cal. Civ. Code § 1761(c).

175. Plaintiff Levy and members of the California Subclass are “consumer[s]” within the meaning of Cal. Civ. Code. § 1761(d).

176. The defective Models that Plaintiff and members of the California Subclass purchased or leased from GE were “goods” within the meaning of Cal. Civ. Code. § 1761(a).

177. GE’s actions, representations, and conduct have violated, and continue to violate the Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code. §§ 1750, *et seq.*, because they constitute “[u]nfair methods of competition or unfair or deceptive acts or practices” and extend to transactions that GE intended to result, or which have resulted, in the sale or lease of goods or services to consumers. Cal. Civ. Code. § 1770(a).

178. Specifically, GE’s conduct violates the CLRA in that GE, *inter alia*, misrepresented that the JEB/ZMC 1090/1095 MWOs had approval, characteristic, uses, or benefits that they did not have, Cal. Civ. Code § 1770(a)(5), misrepresented that the Models were “of a particular standard, quality, or grade” when they were not, Cal. Civ. Code § 1770(a)(7), and intentionally advertised JEB/ZMC 1090/1095 MWOs with the intent not to sell them as advertised, Cal. Civ. Code § 1770(a)(9).

179. GE made uniform written representations, via user manuals, advertisements, pamphlets, brochures, circulars, samples, and/or models that the Models are fit for the ordinary purpose for which such goods are used.

180. GE intentionally concealed and/or failed to disclose that the Models contain defects that causes their door glass to shatter, for the purpose of inducing Plaintiff Levy and the

other members of the California Subclass to purchase the Models.

181. GE had exclusive knowledge that the Models have defects that cause the door glass to shatter, a fact not known to Plaintiff Levy or members of the California Subclass.

182. GE's exclusive knowledge of this material fact gave rise to a duty to disclose such facts, which it failed to perform.

183. GE's unfair and deceptive acts or practices were likely to and did, in fact, deceive reasonable consumers, including the California Subclass, about the true condition of the defective Models.

184. Plaintiffs and members of the California Subclass suffered injuries and/or damages as a direct and proximate result of GE's misrepresentations and omissions regarding the defective Models. Had Plaintiff Levy and members of the California Subclass known the true nature of the Models, they would not have purchased the Models, or they would have paid significantly less for the same.

185. The members of the California Subclass, moreover, risk irreparable injury as a result of GE's acts and omissions in violation of the CLRA, which continue to pose a safety risk to the public at large.

186. These unfair or deceptive acts or practices caused damages to Plaintiffs and members of the California Subclass.

COUNT XIII
(Violation Of the California Unfair Competition Law,
on Behalf of the California Subclass)

187. Plaintiff Daniel Levy re-alleges and incorporates each and every allegation set forth above as if fully written herein.

188. Plaintiff Levy alleges this cause of action on behalf of the California Subclass.

189. The California Unfair Competition Law (“UCL”) prohibits “unfair competition,” including “unlawful, unfair or fraudulent business act[s] or practice[s] and unfair, deceptive, untrue or misleading advertising.” Cal. Bus. & Prof. Code § 17200 *et. seq.*,

190. GE engaged in conduct that violated the UCL by, and among other things: (1) marketing and selling microwaves with a design defect that causes glass to shatter spontaneously; (2) intentionally failing to disclose and/or concealing these known defects and risks; and (3) disseminating false and misleading advertisements and other information to consumers that the defective Models were safe and not prone to glass breakage when Defendant knew otherwise.

191. GE committed unfair or deceptive acts or practices in or affecting commerce by selling, marketing, and distributing defective GE-branded microwave ovens.

192. GE committed unfair or deceptive acts or practices in or affecting commerce by representing that its defective GE-branded microwave ovens are fit for the ordinary purpose in which such goods are used.

193. GE knew that the GE-branded microwave ovens at issue were defective since at least September 2002.

194. GE committed unfair or deceptive acts or practices in or affecting commerce by concealing and/or failing to inform Plaintiffs and members of the subclasses that the GE units at issue were defective.

195. GE’s unfair or deceptive acts or practices offended established public policy and was immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers. GE also committed an unlawful business act or practice in violation of § 17200 because its unfair, unlawful, unconscionable, or deceptive acts or practices also constituted violations of Cal.

Civil Code § 1750, The Song-Beverly Act, Cal. Civil Code § 1790, *et seq.* and Cal. Com. Code §§ 2313-15.

196. Plaintiff and members of the California Subclass relied on GE's false or deceptive representations and omissions.

197. These unfair or deceptive acts or practices caused damages to Plaintiffs and members of the California Subclass.

COUNT XIV
(Violation Of the New York and Ohio Unfair and Deceptive Trade Practices Acts, on Behalf of the New York and Ohio Subclasses)

198. Plaintiffs re-allege and incorporate each and every allegation set forth above as if fully written herein.

199. The New York Deceptive Acts and Practices Act declares unlawful unfair or deceptive acts or practices in the conduct of any business, trade or commerce. *See* N.Y. Gen. Bus. Law § 349.

200. The Ohio Consumer Sales Practices Act declares unlawful unfair or deceptive acts or practices in connection with a consumer transaction. *See* Ohio Rev. Code § 1345.02.

201. GE committed unfair or deceptive acts or practices in or affecting commerce by selling, marketing, and distributing defective GE-branded microwave ovens.

202. GE committed unfair or deceptive acts or practices in or affecting commerce by representing that its defective GE-branded microwave ovens are fit for the ordinary purpose in which such goods are used.

203. GE knew that the GE-branded microwave ovens at issue were defective since at least September 2002.

204. GE committed unfair or deceptive acts or practices in or affecting commerce by

concealing and/or failing to inform Plaintiffs and members of the subclasses that the GE units at issue were defective.

205. GE's unfair or deceptive acts or practices offended established public policy and was immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers.

206. GE's unfair, unlawful, unconscionable, or deceptive acts or practices constitute violations of the New York Deceptive Acts and Practices Act, N.Y. Gen. Bus. Law § 349, and the Ohio Consumer Sales Practices Act, Ohio Rev. Code § 1345.02.

207. GE was plainly on notice that the company's acts and practices alleged herein were deceptive within the meaning of the Ohio Consumer Sales Practices Act. The Ohio Attorney General's "Public Information File" ("PIF"), for example, contains copies of judicial opinions dating back to at least 1979 that specifically alerted GE that its failure to honor its warranties was deceptive. *See, e.g., State ex rel Brown v. Lyons*, PIF No. 10000304, Case No. A 742156, added 11/5/1979, at p. 6 ("Failure by a supplier in connection with a consumer transaction to honor express warranties constitute[s] deceptive acts and practices in violation of the Ohio Consumer Sales Practices Act.")¹; *see also State ex rel. Fisher v. Collins*, PIF No. 10001322, Case No. 199286, added October 9, 1992, at p. 3 (reasoning that defendant seller of used appliances "failed to honor express warranties These acts or practices have previously been declared by Ohio courts to violate the Ohio Consumer Sales Practices Act")²; *State ex rel. Celebrezze v. Moore*, PIF No. 10000851, Case No. 86 CV 02 1297, added May 5, 1987, at pp. 2-3 (holding that failure "to honor the warranties given in connection with the sale

¹ Available through the Ohio Attorney General's PIF database at <http://www.opif.ag.state.oh.us/opifimages/PIF304.pdf>

² Available through the Ohio Attorney General's PIF database at <http://www.opif.ag.state.oh.us/opifimages/4T6N3UOI.PDF>

of appliances” constitutes a violation of Ohio Consumer Sales Practices Act).³

208. Plaintiffs and members of the subclasses relied on GE’s false or deceptive representations and omissions.

209. These unfair or deceptive acts or practices caused damages to Plaintiff and members of the subclass.

COUNT XV
(Violation Of the Florida Deceptive and Unfair Trade Practices Act,
on Behalf of the Florida Subclass)

210. Plaintiff Lauren Harris re-alleges and incorporates each and every allegation set forth above as if fully written herein.

211. Plaintiff Harris alleges this cause of action on behalf of the Florida Subclass.

212. At all relevant times, Plaintiff Harris and members of the Florida Subclass were consumers within the meaning of FDUTPA.

213. The Florida Deceptive and Unfair Trade Practices Act (“FDUTPA) declares unlawful “unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Fla. Stat. § 501.204.

214. GE engaged in conduct that violated the FDUTPA by, and among other things: (1) marketing and selling microwaves with a design defect that causes glass to shatter spontaneously; (2) intentionally failing to disclose and/or concealing these known defects and risks; and (3) disseminating false and misleading advertisements and other information to consumers that the defective Models were safe and not prone to glass breakage when Defendant knew otherwise.

³ Available through the Ohio Attorney General’s PIF database at <http://www.opif.ag.state.oh.us/opifimages/C4SP3Q29R.PDF>

215. GE committed unfair or deceptive acts or practices in or affecting commerce by selling, marketing, and distributing defective GE-branded microwave ovens.

216. GE committed unfair or deceptive acts or practices in or affecting commerce by representing that its defective GE-branded microwave ovens are fit for the ordinary purpose in which such goods are used.

217. GE knew that the GE-branded microwave ovens at issue were defective since at least September 2002.

218. GE committed unfair or deceptive acts or practices in or affecting commerce by concealing and/or failing to inform Plaintiffs and members of the subclasses that the GE units at issue were defective.

219. Plaintiff and members of the Florida Subclass relied on GE's false or deceptive representations and omissions.

220. These unfair or deceptive acts or practices caused damages to Plaintiff and members of the Florida Subclass.

COUNT XVI

(Alternative Cause of Action for Violation Of Certain State Consumer Protection Laws Where Class Members Reside, Where Those State Laws Do Not Materially Conflict With the New York and Ohio Unfair and Deceptive Trade Practices Act, on Behalf of the Consumer Protection Law Subclass)

221. Plaintiffs re-allege and incorporate each and every allegation set forth above as if fully written herein.

222. Plaintiffs state this alternative cause of action under the laws of the states of residence of class members where these states' consumer protection laws do not materially differ and are not in actual conflict with the law of Ohio, New York, California, and Florida. Though this Count is pled under these various state laws, Plaintiffs assert that, under choice of

law rules, the absence of an actual conflict with Ohio and New York law requires the ultimate application of Ohio and/or New York law.

223. GE committed unfair or deceptive acts or practices in or affecting commerce by selling, marketing, and distributing defective GE-branded microwave ovens.

224. GE committed unfair or deceptive acts or practices in or affecting commerce by representing that its defective GE-branded microwave ovens are fit for the ordinary purpose in which such goods are used.

225. GE knew that the GE-branded microwave ovens at issue were defective since at least September 2002.

226. GE committed unfair or deceptive acts or practices in or affecting commerce by concealing and/or failing to inform Plaintiffs and members of the subclass that the GE units at issue were defective.

227. GE's unfair or deceptive acts or practices offended established public policy and was immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers.

228. The practices discussed above all constitute unfair competition or unfair, unconscionable, deceptive, or unlawful acts or business practices in violation of the following state consumer protection statutes:⁴

a. **Alaska Unfair Trade Practices and Consumer Protection Act**, Alaska Stat.

45.50.471, et seq.;

b. **Arkansas Deceptive Trade Practices Act**, Ark. Code Ann. § 4-88-101, et seq.;

⁴ There is no conflict between these state statutes and the New York Deceptive Acts and Practices Act and Ohio Consumer Sales Practice Act because these state statutes (1) do not require reliance by unnamed class members; (2) do not require scienter; and (3) allow class actions.

- c. **Connecticut Unfair Trade Practices Act**, Conn. Gen. Stat. § 42-110a, et seq.;
- d. **Delaware Consumer Fraud Act**, Del. Code Ann. tit. 6, § 2511, et seq.;
- e. **District of Columbia Consumer Protection Procedures Act**, D.C. Code § 28-3901, et seq.;
- f. **Hawaii Unfair and Deceptive Practices Act**, Hawaii Rev. Stat. § 480-1, et seq.;
- g. **Illinois Consumer Fraud and Deceptive Business Practices Act**, 815 Ill. Comp.Stat. § 505/1, et seq.;
- h. **Michigan Consumer Protection Act**, Mich. Comp. Laws § 445.901, et seq.;
- i. **Missouri Merchandising Practices Act**, Mo. Rev. Stat. § 407.010, et seq.;
- j. **Nebraska Consumer Protection Act**, Neb. Rev. Stat. § 59-1601, et seq.;
- k. **New Jersey Consumer Fraud Act**, N.J. Stat. Ann. § 56:8-1, et seq.;
- l. **New York Deceptive Acts and Practices Act**, N.Y. Gen. Bus. Law § 349, et seq.;
- m. **Rhode Island Unfair Trade Practices and Consumer Protection Act**, R.I. Gen. Laws § 6-13.1-1, et seq.;
- n. **Vermont Consumer Fraud Act**, Vt. Stat. Ann. tit. 9, § 2451, et seq.;
- o. **Washington Consumer Protection Act**, Wash. Rev. Code § 19.86.010, et seq.;
- p. and
- q. **Wisconsin Deceptive Trade Practices Act**, Wis. Stat. § 100.18, et seq.

229. Plaintiffs and members of the subclass relied on GE's false or deceptive representations and omissions.

230. These unfair or deceptive acts or practices caused damages to Plaintiffs and members of the subclass.

COUNT XVII
(Unjust Enrichment, On Behalf Of The Nationwide Class)

231. Plaintiffs re-allege and incorporate each and every allegation set forth above as if fully written herein.

232. Plaintiffs and members of the class conferred a benefit upon GE. Namely, Plaintiffs and members of the class paid money to GE for the Models.

233. GE, however, retained that benefit under circumstances that make it unjust and inequitable for GE to retain it without paying Plaintiffs and members of the class the value thereof. Specifically, GE retained that benefit despite the fact that the Models were defective.

234. GE's failure to pay for the benefits conferred upon it was detrimental to Plaintiffs and members of the class.

COUNT XVIII
(In The Alternative, Unjust Enrichment, On Behalf Of The New York Subclass)

235. Plaintiff Glen Grayson re-alleges and incorporates each and every allegation set forth above as if fully written herein.

236. Plaintiff alleges Count IX on behalf of the New York Subclass in the alternative to Count XIII.

237. Plaintiff and members of the subclass conferred a benefit upon GE. Namely, Plaintiff and members of the subclass paid money to GE for ownership of the Models.

238. GE retained that benefit under circumstances that make it unjust and inequitable for GE to retain it without paying Plaintiff and members of the subclass the value thereof. Specifically, GE retained that benefit despite the fact that the Models were defective.

239. GE's failure to pay for the benefits conferred upon it was detrimental to Plaintiff and members of the subclass.

COUNT XIX

(In The Alternative, Unjust Enrichment, On Behalf Of The Ohio Subclass)

240. Plaintiff Doreen Mazzanti re-alleges and incorporates each and every allegation set forth above as if fully written herein.

241. Plaintiff alleges Count X on behalf of the Ohio Subclass in the alternative to Count XIII.

242. Plaintiff and members of the subclass conferred a benefit upon GE. Namely, Plaintiff and members of the subclass paid money to GE for ownership of the Models.

243. GE retained that benefit under circumstances that make it unjust and inequitable for GE to retain it without paying Plaintiff and members of the subclass the value thereof. Specifically, GE retained that benefit despite the fact that the Models were defective. GE's failure to pay for the benefits conferred upon it was detrimental to Plaintiff and members of the subclass.

COUNT XX

(In The Alternative, Restitution, On Behalf Of The California Subclass)

244. Plaintiff Daniel Levy re-alleges and incorporates each and every allegation set forth above as if fully written herein.

245. Plaintiff alleges this cause of action on behalf of the California Subclass in the alternative to Count XV.

246. Defendant fraudulently failed to disclose a known defect to Plaintiffs and members of the California subclass.

247. As a result of Defendant's fraudulent failure to disclose a known defect, Defendant was unjustly enriched at the expense of Plaintiff and members of the California subclass.

COUNT XXI

(In The Alternative, Restitution, On Behalf Of The Texas Subclass)

248. Plaintiff David Mequet re-alleges and incorporates each and every allegation set forth above as if fully written herein.

249. Plaintiff alleges this cause of action on behalf of the Texas Subclass in the alternative to Count XV.

250. Defendant fraudulently failed to disclose a known defect to Plaintiffs and members of the Texas subclass.

251. As a result of Defendant's fraudulent failure to disclose a known defect, Defendant was unjustly enriched at the expense of Plaintiff and members of the Texas subclass.

COUNT XXII

(In The Alternative, Unjust Enrichment, On Behalf Of The Florida Subclass)

252. Plaintiff Lauren Harris re-alleges and incorporates each and every allegation set forth above as if fully written herein.

253. Plaintiff alleges this cause of action on behalf of the Florida Subclass in the alternative to Count XV.

254. Plaintiff and members of the Florida Subclass conferred a benefit upon GE. Namely, Plaintiff and members of the Florida Subclass paid money to GE for ownership of the Models.

255. GE retained that benefit under circumstances that make it unjust and inequitable for GE to retain it without paying Plaintiff and members of the Florida Subclass the value thereof. Specifically, GE retained that benefit despite the fact that the Models were defective.

256. GE's failure to pay for the benefits conferred upon it was detrimental to Plaintiff and members of the Florida Subclass.

REQUESTS FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, respectfully request that this Court:

A. Certify the Class and Subclasses pursuant to Rule 23 of the Federal Rules of Civil Procedure;

B. Award damages, including compensatory, exemplary, and statutory damages, to Plaintiffs and the class and/or subclasses in an amount to be determined at trial;

C. Grant restitution to Plaintiffs and the class and/or subclasses and require GE to disgorge its ill-gotten gains;

D. Permanently enjoin GE from engaging in the wrongful and unlawful conduct alleged herein;

E. Award Plaintiffs and the class and/or subclasses their expenses and costs of suit, including reasonable attorneys' fees to the extent provided by law;

F. Award Plaintiffs and the class and/or subclasses pre-judgment and post-judgment interest at the highest legal rate to the extent provided by law; and

G. Award such further relief as the Court deems appropriate.

JURY DEMAND

Plaintiffs hereby demand a jury trial in the instant action.

Dated: December 21, 2015

Respectfully submitted,

/s/ Hassan A. Zavareei

Hassan A. Zavareei (phv04346)
Anna C. Haac (phv06576)
TYCKO & ZAVAREEI, LLP
1828 L Street, N.W., Suite 1000
Washington, D.C. 20036
(202) 973-0900
(202) 973-0950 *facsimile*
hzavareei@tzlegal.com
ahaac@tzlegal.com

/s/ Mark P. Kindall

Robert A. IZARD (ct01601)
Jeffrey S. Nobel (ct04855)
Mark P. Kindall (ct13797)
IZARD NOBEL LLP
29 South Main Street, Suite 305
West Hartford, CT 06107
(860) 493-6202
(860) 493-6290 *facsimile*
rizard@izardnobel.com
jnobel@izardnobel.com
mkindall@izardnobel.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on December 21, 2015, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by email to all parties by operation of the Court's electronic filing system or by mail on anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

/s/ Hassan A. Zavareei

Hassan A. Zavareei (phv04346)
TYCKO & ZAVAREEI, LLP
1828 L Street, N.W., Suite 1000
Washington, D.C. 20036
(202) 973-0900
(202) 973-0950 *facsimile*
hzavareei@tzlegal.com