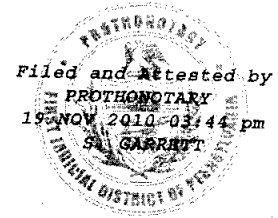


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MATTHEW BYRNE and JESSICA BYRNE, on) COURT OF COMMON PLEAS
 behalf of themselves and all others similarly situated,) PHILADELPHIA COUNTY
 957 Mary Ellen Lane)
 Collegeville PA 19426)
) NOVEMBER 2010 TERM
)
 Plaintiffs,)
 vs.) NO.: _____
 GENERAL ELECTRIC,)
 c/o CT Corporation)
 1515 Market Street, Suite 1210) CLASS ACTION
 Philadelphia PA 19102)
) JURY TRIAL REQUESTED
 Defendant.

COMPLAINT
2P – Product Liability

"NOTICE"
 You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

"AVISO"
 Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas dispuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA QUE SE ENCUENTRA ESCRITA ABAJO. ESTA OFICINA PUEDE PROVEER DE USTED INFORMACION SOBRE EMPLEAR A UN ABOGADO. SI USTED NO TIENE SUFICIENTE DINERO PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE PODER PROVEER DE USTED LA INFORMACION SOBRE LAS AGENCIAS QUE PUEDEN OFRECER SERVICIOS LEGAL A LAS PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO O NINGUN HONORARIO.

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Matthew Byrne and Jessica Byrne v. General Electric
 Notice to Defend

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<p>MATTHEW BYRNE AND JESSICA BYRNE, on behalf of themselves and all others similarly situated, 957 MARY ELLEN LANE COLLEGEVILLE PA 19426</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>GENERAL ELECTRIC, C/O CT CORPORATION 1515 MARKET STREET, SUITE 1210 PHILADELPHIA PA 19102</p> <p style="text-align: center;">Defendant.</p>	<p>PHILADELPHIA COUNTY COURT OF COMMON PLEAS CIVIL TRIAL DIVISION</p> <p>NOVEMBER 2010 TERM,</p> <p>NO. _____</p> <p><u>CLASS ACTION</u></p> <p><u>JURY TRIAL DEMANDED</u></p>
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CLASS ACTION COMPLAINT
2P – PRODUCT LIABILITY

INTRODUCTION

1. This case is a class action arising from Defendant General Electric's manufacture, distribution and sale of defectively designed dishwashers that short-circuit and catch fire when properly used in their intended and/or foreseeable manner.

Because of the defect, the dishwashers permit liquids to leak from the dispenser into the dishwasher's internal wiring, thereby causing electrical shorts, overheating, and fires, damaging the units, damaging adjacent areas, and sometimes causing fires that spread beyond the dishwasher.

2. The aforementioned danger was so significant that, on May 16, 2007, the U.S. Consumer Product Safety Commission ("CPSC") and Defendant General Electric together announced a recall of approximately 2.5 million units of affected dishwashers. See Exhibit A (CPSC Recall Announcement). At the time of the recall, "GE [had] received 191 reports of overheated wiring including 56 reports of property damage. There were 12 reports of fires that escaped the dishwasher."

3. As indicated by the nearly two-hundred reports received prior to the recall, the dispenser leak defect described above was known to General Electric, substantially **before** May 16, 2007. For example, on February 1, 2007, the CPSC issued a recall of Maytag washers because "[l]iquid rinse-aid can leak from its dispenser and come into contact with the dishwasher's internal wiring which can short-circuit and ignite, posing a fire hazard." As *Consumer Reports* noted on that same date while reporting the Maytag recall, "Over the past 15 months, *Consumer Reports* has received about eight dishwasher-fire reports from readers involving several different brands."¹

4. Thus, when the General Electric recall of May 16, 2007 was finally announced — three months after the identical Maytag recall and eighteen months after even *Consumer Reports* had received reports of the defect, and thus **at least** eighteen months after General Electric had received direct or indirect reports of the defect —

¹ See http://blogs.consumerreports.org/safety/2007/02/maytag_recalls_.html

Consumer Reports described the recall as follows: “***As we suspected***, the defect that was responsible for the recent Maytag/Jenn-Air dishwasher recall was not limited to those brands.”² (Emphasis added). Two days later, Consumers Union criticized the methods of General Electric’s recall — which was barely publicized and which offered consumers little more than “a free repair, a \$150 rebate towards the purchase of a new GE dishwasher, or a \$300 rebate towards the purchase of a new GE Profile or GE Monogram dishwasher” — concluding “the appliance goliath could have done more.”³

5. As described in this Complaint, General Electric’s conduct breached the duties owed by General Electric to its consumers, breached the implied and express warranties General Electric made to its consumers, violated the consumer protection laws of the states of Delaware, New Jersey and Pennsylvania, and unjustly enriched General Electric.

PARTIES

6. Defendant General Electric is in the business of designing, manufacturing, distributing, marketing, and selling dishwashing machines, including the machines at issue in this suit, through such tradenames as Eterna, GE, General Electric, Hotpoint, and Sears-Kenmore.

7. Named Plaintiffs Matthew Byrne and Jessica Byrne, husband and wife, are the owners of and residents of the home at 957 Mary Ellen Lane, Collegeville, PA 19426. They are citizens of the Commonwealth of Pennsylvania.

² See http://blogs.consumerreports.org/safety/2007/05/ge_recalls_25_m.html

³ See http://www.consumeraffairs.com/news04/2007/05/ge_recall_lesson_learned.html

FACTS GIVING RISE TO LIABILITY

8. The Defective Dishwashers (defined infra), as goods, contained an implied warranty of merchantability, including a warranty that they were fit for the ordinary, intended and foreseeable purposes for which such goods are used.

9. The Defective Dishwashers contained an express warranty against all “defects in materials or workmanship.” See Exhibit B (Exemplar Warranty)⁴.

10. The Defective Dishwashers sold by Defendant General Electric to Plaintiffs were defective in their manufacture and/or their design because:

- a. The dishwashers left General Electric’s control with features that permitted liquids to leak from the dispenser into the dishwasher’s internal wiring;
- b. The dishwashers left General Electric’s control lacking elements that would prevent liquids from leaking from the dispenser into the dishwasher’s internal wiring;
- c. The dishwashers left General Electric’s control with features that permitted electrical shorts to cause overheating and fires;
- d. The dishwashers left General Electric’s control lacking elements that would prevent electrical shorts from causing overheating and fires;
- e. The dishwashers left General Electric’s control with features that permitted overheating and fires within the dishwashers to escape the dishwashers; and,
- f. The dishwashers left General Electric’s control lacking elements that would prevent overheating and fires within the dishwashers to escape the dishwashers.

11. General Electric was aware of one or more of the aforementioned defects substantially before May 16, 2007 yet did not disclose those defects to potential consumers or to persons who already owned the affected dishwashers.

⁴ Upon information and belief, all Defective Dishwashers came with a substantially similar express warranty.

12. On May 16, 2007, General Electric disclosed that, with regard to the Defective Dishwashers, "Liquid rinse-aid can leak from its dispenser onto the dishwasher's internal wiring which can cause an electrical short and overheating, posing a fire hazard to consumers," but did not engage in adequate efforts to ensure that consumers who had already directly or indirectly purchased Defective Dishwashers were aware of the defects. General Electric similarly did not provide meaningful incentives to ensure owners would fix or replace the Defective Dishwashers, thereby allowing those Defective Dishwashers to remain in the stream of commerce, despite the dangerous defect.

NAMED PLAINTIFFS' ALLEGATIONS

13. Named Plaintiffs Matthew Byrne and Jessica Byrne purchased their home at 957 Mary Ellen Lane, Collegeville, PA 19426 with a General Electric Pro Series I dishwasher⁵ already installed. Mr. and Mrs. Byrne were unaware of any defect in their dishwasher; had they known the dishwasher was manufactured with a defect in its material and workmanship that such that liquid rinse-aid could leak from its dispenser onto the dishwasher's internal wiring and cause an electrical short and overheating, posing a fire hazard to consumers, then, before using it, they would have had the dishwasher fixed or would have replaced it.

14. On November 21, 2008, Mr. and Mrs. Byrne cleaned up their dishes after dinner, started their dishwasher, and then retired for the evening. Approximately thirty minutes later, Mr. Byrne was awoken by the sound of a smoke alarm. Upon

⁵ The model of the dishwasher is averred upon information and belief because the dishwasher was burned too badly to discern the specific model number and serial number. Plaintiffs further aver that General Electric has already examined the dishwasher itself and so is in a better position than Plaintiffs to know the model number and serial number of the dishwasher.

investigation, Mr. Byrne saw that the part of their residence that included the kitchen was on fire.

15. Plaintiffs immediately evacuated the residence with their children and contacted emergency services. Despite reasonable intervention of emergency services, Plaintiffs' residence and the contents therein suffered serious damage, requiring extensive repairs to the residence and replacement of personal property.

16. Subsequent investigations by professionals confirmed that the fire originated within the dishwasher.

CLASS ACTION ALLEGATIONS

17. Defendant General Electric represented in the May 16, 2007 recall that dishwashers of the following brands, model numbers and serial number are affected by the same defect in material and workmanship that caused the fire in the named Plaintiffs' home:

Brand	Model Numbers Begin With	Serial Numbers Begin With
Eterna	EDW20, EDW30	
GE and GE Profile	GHD50, GSD40, GSD41, GSD43, GSD46, GSD4910Z, GSD4920Z, GSD4930Z, GSD4940Z0, GSD50, GSD51, GSD521, GSD522, GSD523, GSD531, GSD532, GSD533, GSD535, GSD536, GSD55, GSD56, GSD57, GSD58, GSD59, GSDL3, GSDL6	SS, TS, VS, ZS, AT, DT, FT, GT, HT, LT, MT, RT, ST, TT, VT, ZT, AV, DV, FV, GV, HV, LV, MV, RV, SV, TV, VV, ZV, AZ, DZ, FZ, GZ, HZ, LZ, MZ, RZ, SZ, TZ, VZ, ZZ, AA, DA, FA, GA, HA, LA, MA, RA, SA, TA, VA, ZA
GE Monogram	ZBD3500Z0	
Hotpoint	HDA3400F, HDA35	
GE and GE Profile	GHD35, GSD21, GSD2200D, GSD2200F, GSD2200G, GSD2201F, GSD2220F, GSD2221F, GSD2230F, GSD2231F, GSD2250F, GSD23, GSD26, GSD27, GSD3115F, GSD3125F, GSD3135F, GSD3200G, GSD3210F, GSD3220F, GSD3230F, GSD33, GSD341, GSD342, GSD343, GSD345, GSD3610F, GSD3620F, GSD3630F, GSD3650F, GSD37, GSD381, GSD382, GSD383, GSD385, GSD391, GSD392, GSD393, GSD4525F, GSD4535F, GSD4555F, GSDL122F, GSDL132F, GSDL24, GSM2100F, GSM2100G, GSM2100Z0, GSM2110D, GSM2110F, GSM2130D,	SS, TS, VS, ZS, AT, DT, FT, GT, HT, LT, MT, RT, ST, TT, VT, ZT, AV, DV, FV, GV, HV, LV, MV, RV, SV, TV, VV, ZV, AZ, DZ, FZ, GZ, HZ, LZ, MZ, RZ, SZ, TZ, VZ, ZZ

	GSM2130F	
Sears-Kenmore	363.1438, 363.1447, 363.1445, 363.1448, 363.1457, 363.1467, 363.1475, 363.15161792, 363.1517, 363.1521, 363.1527, 363.1528, 363.1531, 363.1532, 363.1546, 363.1547, 363.1548, 363.1556, 363.1565, 363.1567, 363.1617, 363.1655	SS, TS, VS, ZS, AT, DT, FT, GT, HT, LT, MT, RT, ST, TT, VT, ZT, AV, DV, FV, GV, HV, LV, MV, RV, SV, TV, VV, ZV, AZ, DZ, FZ, GZ, HZ, LZ, MZ, RZ, SZ, TZ, VZ, ZZ

18. The aforementioned dishwasher brand, model number and serial number combinations are referred to herein as the "Defective Dishwashers."

19. Plaintiffs respectfully request this Court certify class action litigation on behalf of the following proposed classes:

- a. **Declaratory Judgment Class:** all persons in Pennsylvania, New Jersey and Delaware who own a Defective Dishwasher.
- b. **Delaware:** All persons within the State of Delaware who previously owned or currently own Defective Dishwashers.
- c. **New Jersey:** All persons within the State of New Jersey who previously owned or currently own Defective Dishwashers.
- d. **Pennsylvania:** All persons within the Commonwealth of Pennsylvania who previously owned or currently own Defective Dishwashers.

20. Excluded from the class are Defendants and any entities in which they have a controlling interest.

21. The proposed Class satisfies the requirements to proceed as a class, including as follows:

- a. **Numerosity:** Approximately 2.5 million dishwashers were recalled nationwide. Delaware, New Jersey and Pennsylvania have approximately 7% of the housing units of the United States; thus, upon information and belief, approximately one-hundred-seventy-five thousand (175,000) Defective Dishwashers were sold for installation within Delaware, New Jersey and Pennsylvania to persons

geographically dispersed throughout the area, the joinder of whom in one action is impractical.

- b. **Commonality:** Questions of law and fact common to the Class predominate over questions affecting only individual members, such as:
- i. whether the dishwasher was manufactured with a defect in its material and workmanship;
 - ii. whether Defendants had actual or imputed knowledge of the defect but failed to disclose it;
 - iii. whether General Electric breached the implied and express warranties made to its consumers;
 - iv. whether General Electric breached the express warranties made to its consumers;
 - v. whether General Electric violated the consumer protection laws of the states of the Class Plaintiffs;
 - vi. whether General Electric was unjustly enriched through the sale of Defective Dishwashers.
- c. **Typicality:** Plaintiffs have the same interests in this matter as all other members of the Class, and their claims are typical of all members of the class.
- d. **Adequacy:** Plaintiffs and their attorneys have no conflicts with regard to this action, are deeply concerned that other class members are unaware of the dangers posed by the Defective Dishwashers, and will fairly and appropriately maintain the action for the benefit of the class.
- e. **Efficiency:** A class action is the fairest and most efficient method of adjudicating these claims, claims of which many of the class members are unaware exist, claims that are, in many circumstances, unlikely to recover amounts sufficient to justify the cost and burden of individualized legal actions.

FRAUDULENT CONCEALMENT

22. Throughout the relevant times, Defendants affirmatively concealed from Plaintiffs and Class the defect described herein.

23. Defendants had a duty to inform Plaintiffs and Class of the defect described herein, which it knew of or should have known. Notwithstanding their duty, Defendants never disclosed the defects to Plaintiffs or the Class; rather, Defendants waited until the latest possible time to utilize a recall, which they failed to publicize adequately and which incorporated insufficient incentives to motivate more knowledgeable parties to act in the interests of less knowledgeable parties.

24. Despite exercising reasonable diligence, Plaintiffs and Class could not have discovered the defects or Defendants' scheme to avoid disclosure of the defect. Thus, the running of the statute of limitations has been tolled with respect to any claims that Plaintiffs or the Class have brought or could have brought as a result of the unlawful and fraudulent course of conduct described herein.

25. Defendants are further estopped from asserting any statute of limitations defense, contractual or otherwise, to the claims alleged herein by virtue of its acts of fraudulent concealment.

COUNT I

DECLARATORY JUDGMENT

Plaintiffs v. General Electric

26. The allegations contained elsewhere in this Complaint are incorporated here by reference.

27. Plaintiffs seek the certification of a Class of all persons in Pennsylvania, New Jersey and Delaware who own a Defective Dishwasher.

28. Plaintiffs ask this Court to enter a judgment declaring that:

- a. The Court finds each Defective Dishwasher is defective in its material and workmanship in that liquid rinse-aid can leak from its dispenser onto the dishwasher's internal wiring, which can cause an electrical short and overheating, posing a fire hazard to consumers, and this defect is material and so must be disclosed to owners and to consumers.
- b. The Court finds General Electric did not disclose to owners of Defective Dishwashers that the Defective Dishwashers were defective in their material and workmanship when manufactured, and the Court declares that all persons who own Defective Dishwashers must be provided the best practicable notice of the defect, which cost shall be borne by General Electric.
- c. The Court finds General Electric did not disclose to owners of Defective Dishwashers that the Defective Dishwashers were defective in their material and workmanship when manufactured, that General Electric knew of such defect when it manufactured the Defective Dishwashers, and that these defects may remain latent to a consumer (though known to General Electric) until after the express warranty provided with the Defective Dishwashers appears to have expired, and so any time limitations on the express warranty are invalid, unconscionable and unenforceable, and the Court declares that all persons who own Defective Dishwashers must be provided the best practicable notice of the removal of this time limitation of the warranty, which cost shall be borne by General Electric.
- d. The Court finds General Electric did not disclose to owners of Defective Dishwashers that the Defective Dishwashers were defective in their material and workmanship when manufactured, that General Electric knew of such defect when it manufactured the Defective Dishwashers,

and as such the limitation in the express warranty provided by General Electric upon "incidental or consequential damage to personal property caused by possible defects of this appliance" is invalid and unconscionable under the circumstances, and is therefore unenforceable against any members of the Class.

WHEREFORE, Plaintiffs respectfully request this Court enter an Order:

- a. Finding that this action satisfies the prerequisites for maintenance as a class action and certifying the Class defined herein;
- b. Designating Plaintiffs as representatives of the Classes and their counsel as Class counsel;
- c. Entering judgment in favor of Plaintiffs and the Class and against Defendants;
- d. Awarding Plaintiffs and Class members their individual damages and attorneys' fees and allowing costs, including interest thereon;
- e. Imposing a constructive trust on amounts wrongfully collected from Plaintiffs and the Class members pending resolution of their claims herein;
- f. Compelling Defendants to establish a program to adequately identify and notify persons who own Defective Dishwashers and to ensure, as far as is practicable, that the Defective Dishwashers are fixed or replaced;
- g. Granting such further relief as the Court deems just and proper.

COUNT II

BREACH OF EXPRESS WARRANTY

Plaintiffs v. General Electric

29. The allegations contained elsewhere in this Complaint are incorporated here by reference.

30. Plaintiffs and the Class, the owners of residences in which Defective Dishwashers were installed, were the intended and foreseeable users of the Defective Dishwashers.

31. The Defective Dishwashers contained an express warranty against all “defects in materials or workmanship” that expressly applied to the first consumer user/buyer of the Defective Dishwasher.

32. The Defective Dishwashers contained on delivery a latent liquid-containment defect that presented, due to their design, a definite, certain and non-speculative electrical short and fire hazard to their own operation, to other property, and to consumers when used for the washing of dishes. General Electric knew when it manufactured the Defective Dishwashers that the Defective Dishwashers were defective in their material and workmanship, but did not disclose these defects to the consumers. Any limitations upon these warranties as to time or to consequential damages are therefore unenforceable, and General Electric is obligated to make all owners of Defective Dishwashers whole for any loss sustained by reason of the “defects in materials or workmanship,” including the repair and/or replacement of the Defective Dishwashers.

WHEREFORE, Plaintiffs respectfully request this Court enter an Order:

- a. Finding that this action satisfies the prerequisites for maintenance as a class action and certifying the Class defined herein;
- b. Designating Plaintiffs as representatives of the Classes and their counsel as Class counsel;
- c. Entering judgment in favor of Plaintiffs and the Class and against Defendants;
- d. Awarding Plaintiffs and Class members their individual damages and attorneys’ fees and allowing costs, including interest thereon;
- e. Imposing a constructive trust on amounts wrongfully collected from Plaintiffs and the Class members pending resolution of their claims herein;
- f. Compelling Defendants to establish a program to adequately identify and notify persons who own Defective Dishwashers and to ensure, as

far as is practicable, that the Defective Dishwashers are fixed or replaced;

- g. Granting such further relief as the Court deems just and proper.

COUNT III

BREACH OF IMPLIED WARRANTY

Plaintiffs v. General Electric

33. The allegations contained elsewhere in this Complaint are incorporated here by reference.

34. The Defective Dishwashers, as goods, contained an implied warranty of merchantability, including a warranty that they were fit for the ordinary, intended and foreseeable purposes for which such goods are used.

35. One ordinary, intended and foreseeable purpose for which the Defective Dishwashers was used was the washing of dishes. The Defective Dishwashers were not fit for the washing of dishes, as the dishwashers contained on delivery a latent liquid-containment defect that presented electrical short and fire hazard to their own operation, to other property, and to consumers when used for the washing of dishes.

WHEREFORE, Plaintiffs respectfully request this Court enter an Order:

- a. Finding that this action satisfies the prerequisites for maintenance as a class action and certifying the Class defined herein;
- b. Designating Plaintiffs as representatives of the Classes and their counsel as Class counsel;
- c. Entering judgment in favor of Plaintiffs and the Class and against Defendants;
- d. Awarding Plaintiffs and Class members their individual damages and attorneys' fees and allowing costs, including interest thereon;
- e. Imposing a constructive trust on amounts wrongfully collected from Plaintiffs and the Class members pending resolution of their claims herein;

- f. Compelling Defendants to establish a program to adequately identify and notify persons who own Defective Dishwashers and to ensure, as far as is practicable, that the Defective Dishwashers are fixed or replaced;
- g. Granting such further relief as the Court deems just and proper.

COUNT IV

VIOLATION OF THE MAGNUSON-MOSS WARRANTY IMPROVEMENT ACT

Plaintiffs v. General Electric

36. The allegations contained elsewhere in this Complaint are incorporated here by reference.

37. Plaintiffs and the class are “consumers” as defined by 15 U.S.C. § 2301(3).

38. The Defective Dishwashers are “consumer products” as defined by 15 U.S.C. § 2301(1).

39. Defendant is a “supplier,” “warrantor,” and “service contractor” as defined by 15 U.S.C. §§ 2301(4), 2301(5), and 2301(8).

40. The Magnuson-Moss Warranty Improvement Act (“MMWA”) requires Defendant to be bound by all written warranties and by all warranties implied by state law and provides for a cause of action when those warranties are breached.

41. Defendant has violated the MMWA by failing to repair and replace — through a properly noticed and advertised recall campaign specifically directed to consumers who own the Defective Dishwashers — after having been given a reasonable opportunity to cure the defects.

WHEREFORE, Plaintiffs respectfully request this Court enter an Order:

- a. Finding that this action satisfies the prerequisites for maintenance as a class action and certifying the Class defined herein;
- b. Designating Plaintiffs as representatives of the Classes and their counsel as Class counsel;

- c. Entering judgment in favor of Plaintiffs and the Class and against Defendants;
- d. Awarding Plaintiffs and Class members their individual damages and attorneys' fees and allowing costs, including interest thereon;
- e. Imposing a constructive trust on amounts wrongfully collected from Plaintiffs and the Class members pending resolution of their claims herein;
- f. Compelling Defendants to establish a program to adequately identify and notify persons who own Defective Dishwashers and to ensure, as far as is practicable, that the Defective Dishwashers are fixed or replaced;
- g. Granting such further relief as the Court deems just and proper.

COUNT V

DELAWARE, NEW JERSEY AND PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAWS

Plaintiffs v. General Electric

42. The allegations contained elsewhere in this Complaint are incorporated here by reference.

43. The Defective Dishwashers were purchased primarily for personal, family or household purposes.

44. General Electric falsely represented that:

- a. The Defective Dishwashers had the characteristic of being safe;
- b. The Defective Dishwashers could be safely used as dishwashers;
- c. The Defective Dishwashers were of the same standard, quality or grade of typical household dishwashers;

45. The foregoing false representations were made in violation of Del. Code Ann. Tit. 6, § 2511, *et seq.* and N.J. Stat. Ann. § 56:8-1, *et seq.*, and 73 Pa. Cons. Stat. Ann. § 201-1, *et seq.*

46. The Plaintiffs plainly relied upon the foregoing representations, as shown by their direct or indirect purchase of the Defective Dishwashers and their continued use of the Defective Dishwashers.

47. The Plaintiffs have suffered ascertainable loss of money or property, as described above in this Complaint, as a result of General Electric's otherwise fraudulent or deceptive conduct creating a likelihood of confusion or misunderstanding.

WHEREFORE, Plaintiffs respectfully request this Court enter an Order:

- a. Finding that this action satisfies the prerequisites for maintenance as a class action and certifying the Class defined herein;
- b. Designating Plaintiffs as representatives of the Classes and their counsel as Class counsel;
- c. Entering judgment in favor of Plaintiffs and the Class and against Defendants;
- d. Awarding Plaintiffs and Class members their individual damages and attorneys' fees and allowing costs, including interest thereon;
- e. Imposing a constructive trust on amounts wrongfully collected from Plaintiffs and the Class members pending resolution of their claims herein;
- f. Compelling Defendants to establish a program to adequately identify and notify persons who own Defective Dishwashers and to ensure, as far as is practicable, that the Defective Dishwashers are fixed or replaced;
- g. Granting such further relief as the Court deems just and proper.

COUNT VI

BREACH OF CONTRACT / BREACH OF THE DUTY OF GOOD FAITH & FAIR DEALING

Plaintiffs v. General Electric

48. The allegations contained elsewhere in this Complaint are incorporated here by reference.

49. In selling, delivering or installing the Defective Dishwashers with written and implied warranties, General Electric represented that the products were fit for their ordinary purposes and that they were safe. Defendant General Electric further promised that it would repair or replace all defective components or the entire Defective Dishwasher if General Electric received notice that the product was defective.

50. Sometime before the beginning of the Class Period, Defendant General Electric received notice that the liquid containment design of the Defective Dishwashers was in fact defective so as to present a definite, certain and non-speculative fire hazard from an electrical short. As a result, under the duty of good faith and fair dealing implied under all contracts, Defendant General Electric was obligated to establish a widespread consumer warranty notice campaign and warranty extension program to ensure that all Defective Dishwashers were repaired or replaced.

51. Defendant General Electric breached the duty of good faith and fair dealing by failing to exercise its discretion to comply with its repair and replace obligations affirmatively after receiving notice and instead waiting for warranty term limitations ostensibly to run despite its knowledge of a latent and dangerous defect in its products. Under these circumstances, General Electric is liable for all repair and replace expenses reasonably related to, arising from or within the foreseeable consequences of its breach of the duty of good faith and fair dealing or its warranty promises.

WHEREFORE, Plaintiffs respectfully request this Court enter an Order:

- a. Finding that this action satisfies the prerequisites for maintenance as a class action and certifying the Class defined herein;
- b. Designating Plaintiffs as representatives of the Classes and their counsel as Class counsel;

- c. Entering judgment in favor of Plaintiffs and the Class and against Defendants;
- d. Awarding Plaintiffs and Class members their individual damages and attorneys' fees and allowing costs, including interest thereon;
- e. Imposing a constructive trust on amounts wrongfully collected from Plaintiffs and the Class members pending resolution of their claims herein;
- f. Compelling Defendants to establish a program to adequately identify and notify persons who own Defective Dishwashers and to ensure, as far as is practicable, that the Defective Dishwashers are fixed or replaced;
- g. Granting such further relief as the Court deems just and proper.

NOTICE OF PRESERVATION OF EVIDENCE

PLAINTIFFS HEREBY DEMAND THAT DEFENDANT TAKE ALL NECESSARY ACTION TO ENSURE THE PRESERVATION OF ALL DOCUMENTS, COMMUNICATIONS, WHETHER ELECTRONIC OR OTHERWISE, ITEMS AND THINGS IN THE POSSESSION OR CONTROL OF ANY PARTY TO THIS ACTION (OR ANY ENTITY OVER WHICH ANY PARTY TO THIS ACTION HAS CONTROL, OR FROM WHOM ANY PARTY TO THIS ACTION HAS ACCESS TO) WHICH MAY IN ANY MANNER BE RELEVANT TO OR RELATE TO THE SUBJECT MATTER OF THE CAUSES OF ACTION AND/OR THE ALLEGATIONS OF THIS COMPLAINT.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury for all causes of action and issues so triable.

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Attorneys for Plaintiffs

Dated: November 19, 2010