

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(Class Actions)

NO: 500-06-001331-244

PASCAL [REDACTED]

Applicant

v.

SAMSUNG ELECTRONICS CANADA INC.,
legal person having its head office at 2050
Derry Road West, Mississauga, Province of
Ontario, L5N 0B9

Defendant

APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION
(ARTICLES 571 AND FOLLOWING C.C.P.)

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN
AND FOR THE DISTRICT OF MONTREAL, YOUR APPLICANT STATES:**

1. The Applicant seeks to institute a class action on behalf of the following class of which he is a member, namely:

Class:	Groupe :
All persons who, since 2013, purchased one or more of the of the following ranges recalled under Health Canada Identification # RA-75974 with defective front-mounted knobs that can accidentally activate, manufactured, distributed, supplied, wholesaled and/or imported by Samsung: <ul style="list-style-type: none">• NE58F9500SS/AC• NE58F9710WS/AC• NE58H9950WS/AC	Toutes les personnes qui, depuis 2013, ont acheté une ou plusieurs des cuisinières suivantes rappelées sous le numéro d'identification de Santé Canada RA-75974 avec des boutons à l'avant défectueux qui peuvent être activés accidentellement, fabriquées, distribuées, fournies, vendues en gros et/ou importées par Samsung : <ul style="list-style-type: none">• NE58F9500SS/AC• NE58F9710WS/AC

<ul style="list-style-type: none">• NE58K9500SG/AC• NE58K9850WG/AC• NE58K9850WS/AC• NE58M9430SS/AC• NE58R9311SS/AC• NE58R9430SG/AC• NE63A8315SS/AC• NE63A8711QN/AC• NE63BB871112AC• NE63T8111SS/AC• NE63T8311SS/AC• NE63T8511SS/AC• NE63T8711SG/AC• NE63T8711SS/AC• NE63T8751SG/AC• NE63T8751SS/AC <p>(hereinafter the “Defective Ranges”)</p> <p>or any other Class to be determined by the Court.</p>	<ul style="list-style-type: none">• NE58H9950WS/AC• NE58K9500SG/AC• NE58K9850WG/AC• NE58K9850WS/AC• NE58M9430SS/AC• NE58R9311SS/AC• NE58R9430SG/AC• NE63A8315SS/AC• NE63A8711QN/AC• NE63BB871112AC• NE63T8111SS/AC• NE63T8311SS/AC• NE63T8511SS/AC• NE63T8711SG/AC• NE63T8711SS/AC• NE63T8751SG/AC• NE63T8751SS/AC <p>(ci-après les « Cuisinières défectueuses »)</p> <p>ou tout autre groupe à être déterminé par le Tribunal.</p>
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I. CONDITIONS REQUIRED TO AUTHORIZE THIS CLASS ACTION

A) THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT:

2. The Applicant is a consumer within the meaning of Quebec’s *Consumer Protection Act* (“**CPA**”);
3. On January 19, 2024, the Applicant purchased a Samsung range (model NE63T8711SS/AC) from Rona in Mascouche, along with a 4-year extended protection plan, for \$2,305.91 inclusive of taxes, as it appears from a copy of his receipt disclosed as **Exhibit P-1**;
4. The Applicant purchased this model because he and his wife wanted a “safe” high-end range with a “stylish” and “modern” look;
5. Indeed, this is precisely how Samsung advertises this range (and the other recalled ranges on its website, as it appears from **Exhibit P-2**:

More stylish look, more ways to cook

Bring more style, convenience and flexibility to your kitchen. This Samsung Slide-in Range adds a modern, built-in look and offers an intelligent user experience. Now available in Stainless Steel, Black Stainless Steel and our latest additions: Bespoke Navy Steel and White Glass finishes. Create a kitchen that reflects your unique style.



6. At the time of his purchase, the Applicant was under the impression that he was purchasing a Samsung range that was free of any production/safety issues, as well as any design and/or manufacturing defects – and because he thought that he was purchasing a range that was safe;
7. Unbeknownst to him, he overpaid, as his Samsung range is in fact suffering from a serious safety defect as described in the following paragraphs;
8. Around the month of June 2024, the Applicant left a carton on his range and returned home to the smell of fire burning. He could not understand why his Samsung range was on, as he did not turn it on. Applicant would later learn that this was part of the safety issue and defect with his range;
9. Indeed, Applicant very recently learnt that on August 29, 2024, Health Canada issued a recall for Samsung's Defective Ranges due to fire hazard, as it appears from the Recall Notice disclosed *en liasse* in English and French as **Exhibit P-3**;
10. Upon learning of the Recall, Applicant went to the Rona store where he purchased his range, who informed him that they had never heard of the Recall. Worse, Samsung continues selling the Defective Ranges without informing purchasers of the serious dangers;
11. Applicant notes that the Recall states that: "*Conformément à la Loi canadienne sur la sécurité des produits de consommation, il est interdit de redistribuer, de vendre ou même de donner les produits rappelés au Canada*", which Samsung ignores;
12. Applicant immediately contacted Samsung through its website to ask for an agent to contact him, and then received an automated response to the effect that

his supposed request to get a knob cover was processed and he would receive it within 5 business days. Applicant never requested a knob cover;

13. A few days later, the Applicant received 4 knob covers in the mail (from Samsung) along with some 3M tape to stick the knobs to his stove;
14. His Samsung range now looks like anything other than “stylish” and “modern”, as advertised by Samsung, as it appears from the pictures of Applicant’s range, communicated *en liasse* as **Exhibit P-4**:



15. Had Applicant known that he would have to glue or stick knob covers to his Samsung range in order for it to function normally, he would have never purchased this Samsung range and therefore demands a full refund of his purchase price of **\$2,305.91**;
16. As the merchant, Samsung has presumed knowledge of the knob defects and safety issues with its ranges and is liable not only to restore the price, but also to make reparation for injury, which the Applicant hereby claims in the amount of **\$1000.00** (article 1728, 1729 and 1730 C.C.Q.);
17. The Applicant’s damages are a direct and proximate result of Samsung’s illegal conduct and its violations of sections 37, 38, 39, 40, 41, 53, 215, 219, 220(a), 221(g), and 228 CPA, thus rendering sections 253 and 272 CPA applicable;
18. As such, Applicant also invokes section 272 CPA to claim punitive damages of **\$1000.00**, subject to adjustment, as well as the nullity of his contract pursuant to section 272(f) CPA;
19. The punitive damages provided for in section 272 CPA have a preventive objective, that is, to discourage the repetition of such undesirable conduct;
20. The remedy offered by Samsung under the recall is merely “a free set of knob

locks or covers compatible with their model of electric slide-in range to install" (Exhibit P-3), which is wholly inadequate and significantly less than what the Applicant is entitled to by law, namely a full refund and damages;

21. Applicant also emphasizes the seriousness of the safety issues, as indicated in the Recall (Exhibit P-3) Samsung "has received over 57 reports of incidents in Canada, and 7 reports of injuries";
22. A CTV news article from August 8, 2024, titled "Samsung is recalling 1 million stoves that let pets set homes on fire" reports the following, as appears from **Exhibit P-5**:

"Samsung is recalling knobs on some of its electric stoves, warning that fires can be set off if pets — or even humans — bump into them.

Several videos have shown pets accidentally igniting fires from jumping onto stoves and pawing at the knobs. A Colorado dog set off a house fire in June by doing just that, when the boxes on top of the stove caught on fire. It was all caught on the home's security footage.

...

At a committee meeting in June, CPSC said it "is aware of incidents where houses burned, and people died from house fires started by range knobs accidentally turned on whether from people bumping into the knobs or pets activating the range. The issues affect both gas and electric ranges."

The recall said that Samsung received more than 300 reports of accidental activation by pets or humans since 2013, resulting in about 250 fires. At least 18 of those fires caused "extensive property damage." There also have been 40 injury reports, eight of which required medical attention, and **seven of those fires have led to pet deaths**.

23. Despite presumed knowledge and all of the actual knowledge above, Samsung initially resisted to recall the Defective Ranges in Canada (Exhibit P-5), further warranting the condemnation for punitive damages:

Samsung Canada told CTVNews.ca it is "aware of a recent announcement of a product recall in the United States with respect to certain slide-in electric range models."

"We are monitoring the situation closely and will provide an update if and when available."

24. The Applicant was entitled to expect, and rightly expected, that Samsung guarantee the quality of the ranges they design, market and sell;
25. Had the Applicant been aware of the safety defect, or that he would have to cover the knobs with bulky old-fashioned knob covers, he would have never purchased this Samsung range, regardless of the price;
26. The Applicant's damages are a direct and proximate result of Samsung's misconduct and their violations of sections 37, 38, 39, 40, 41, 53, 215, 219, 220(a), 221(g), and 228 CPA, thus rendering section 272 applicable, as well articles 1728-1730 C.C.Q.;
27. Quebec consumer law is a matter of protective public order;
28. As a professional seller, Samsung has **presumed** and **actual knowledge** of the safety defect. Samsung also admits that the Applicant's range is defective in Exhibit P-3;
29. Samsung's violations are self-interested (placing profits before safety), intentional, malicious, vexatious, and dangerous. Samsung could have offered the Applicant (and Class Members) a replacement range of similar style and value – but chose not to send them bulky hideous knob covers instead;
30. In consequence of the foregoing, the Applicant is justified in claiming the following damages, on his behalf and on behalf of every class member similarly situated, pursuant to section 272 CPA and the Civil Code:
 - a) Full refund in the amount of **\$2,305.91** (s. 253 and 272(f) CPA);
 - b) Punitive damages of **\$1,000.00** (s. 272 CPA); and
 - c) Damages of **\$1000.00** (section 272 CPA and 1728-1730 CCQ).
31. In these circumstances, the Applicant's claim for punitive damages in the amount of \$5,000.00 per Class Member is justified;

B) COMMON QUESTIONS

32. As manufacture, distributor, supplier, wholesaler and/or importer of the Defective Ranges, Samsung is bound to warrant Class Members that their ranges are, at the time of the sale, free of latent defects which render them unfit for the use for which it was intended or which so diminish its usefulness that the buyer would not have bought it or paid so high a price if he had been aware of them;
33. As professional sellers, Samsung is presumed to have known about the safety defect in the Defective Ranges (i.e. since 2013 and ongoing) since they were manufactured, imported and sold as of 2013;

34. Class Members benefit from the legal presumption that the defect existed at the time of the sale, since the Defective Ranges sold by Samsung to Class Members malfunction prematurely in comparison with identical ranges or ranges of the same type;
35. Samsung cannot rebut this presumption because it has admitted in the Recall Letter, Exhibit P-3, that the defect is **not** due to improper use of the ranges by Class Members;
36. The Recall Letter, Exhibit P-3, is an admission by Samsung that it sells ranges to Class Members that suffer from a safety defect;
37. Individual questions, if any, pale by comparison to the common questions that are significant to the outcome of the present Application;
38. **The recourses of the Class members raise identical, similar or related questions of fact and law, namely:**
 - a) Did Samsung fail to satisfy the requirements of sections 37, 38, 39, 40, 41, 53, 215, 219, 220(a), 221(g), or 228 CPA, or of articles 1728-1730 CCQ?
 - b) Did Samsung commit a fault in relation to the recall program or otherwise fail to satisfy its obligations in that regard?
 - c) Are Class Members entitled to:
 - i. a refund of their purchase price for the range, or a reduction of their obligations, and in what amount?
 - ii. damages for trouble and inconvenience and in what amount?
 - iii. moral damages and in what amount?
 - iv. punitive damages of \$1000.00 per Class Member?

C) THE COMPOSITION OF THE CLASS

39. The composition of the Class makes it difficult or impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings;
40. According to Safety Canada, Samsung's recall concerns more than 300,000 ranges (Exhibit P-3);
41. Class members are very numerous and are dispersed across the province and country;
42. These facts demonstrate that it would be impractical, if not impossible, to contact

each and every Class Member to obtain mandates and to join them in one action;

43. In these circumstances, a class action is the only appropriate procedure for all of the members of the Class to effectively pursue their respective rights and have access to justice without overburdening the court system;

D) ADEQUATE REPRESENTATIVE

44. The Applicant requests that he be appointed the status of representative plaintiff for the following main reasons:
- a) he is a member of the Class and has a personal interest in seeking the conclusions that he proposes herein;
 - b) he is competent, in that he has the potential to be the mandatory of the action if it had proceeded under article 91 of the *Code of Civil Procedure*;
 - c) his interests are not in conflict with those of other Class members;
45. As for identifying other Class Members, the Applicant draws certain inferences from the situation, and this based on the information provided in the Recall (Exhibit P-3) and the CTV News article (Exhibit P-5), that 326,250 ranges have been recalled in Canada to date. The Applicant realizes that by all accounts, there is an important number of Class Members that find themselves in a similar situation, and that it would not be useful for him to attempt to identify them given their sheer number;

II. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

46. The action that the Applicant wishes to institute on behalf of the Class Members is an action in damages;
47. The conclusions that the Applicant wishes to introduce by way of an originating application are:
- 1. **ALLOW** the class action of the Representative Plaintiff and the Class Members against the Defendant;
 - 2. **CONDEMN** the Defendant to pay to each Class Member compensatory damages (or a refund) in an amount to be determined, and **ORDER** collective recovery of these sums;
 - 3. **CONDEMN** the Defendant to pay to each Class Member \$1000.00 in punitive damages and **ORDER** collective recovery of these sums;
 - 4. **CONDEMN** the Defendant to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application to authorize a class action;

5. **ORDER** the Defendant to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;
6. **ORDER** that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
7. **CONDEMN** the Defendant to bear the costs of the present action including the cost of notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

III. JURISDICTION

48. The Applicant requests that this class action be exercised before the Superior Court of the province of Quebec, in the district of Montreal.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

1. **AUTHORIZE** the bringing of a class action in the form of an originating application in damages;
2. **APPOINT** the Applicant the status of representative plaintiff of the persons included in the Class herein described as:

Class:	Groupe :
<p>All persons who, since 2013, purchased one or more of the of the following ranges recalled under Health Canada Identification # RA-75974 with defective front-mounted knobs that can accidentally activate, manufactured, distributed, supplied, wholesaled and/or imported by Samsung:</p> <ul style="list-style-type: none">• NE58F9500SS/AC• NE58F9710WS/AC• NE58H9950WS/AC• NE58K9500SG/AC• NE58K9850WG/AC• NE58K9850WS/AC• NE58M9430SS/AC• NE58R9311SS/AC• NE58R9430SG/AC• NE63A8315SS/AC• NE63A8711QN/AC	<p>Toutes les personnes qui, depuis 2013, ont acheté une ou plusieurs des cuisinières suivantes rappelées sous le numéro d'identification de Santé Canada RA-75974 avec des boutons à l'avant défectueux qui peuvent être activés accidentellement, fabriquées, distribuées, fournies, vendues en gros et/ou importées par Samsung :</p> <ul style="list-style-type: none">• NE58F9500SS/AC• NE58F9710WS/AC• NE58H9950WS/AC• NE58K9500SG/AC• NE58K9850WG/AC• NE58K9850WS/AC• NE58M9430SS/AC• NE58R9311SS/AC• NE58R9430SG/AC• NE63A8315SS/AC

<ul style="list-style-type: none">• NE63BB871112AC• NE63T8111SS/AC• NE63T8311SS/AC• NE63T8511SS/AC• NE63T8711SG/AC• NE63T8711SS/AC• NE63T8751SG/AC• NE63T8751SS/AC <p>(hereinafter the “Defective Ranges”)</p> <p>or any other Class to be determined by the Court.</p>	<ul style="list-style-type: none">• NE63A8711QN/AC• NE63BB871112AC• NE63T8111SS/AC• NE63T8311SS/AC• NE63T8511SS/AC• NE63T8711SG/AC• NE63T8711SS/AC• NE63T8751SG/AC• NE63T8751SS/AC <p>(ci-après les « Cuisinières défectueuses »)</p> <p>ou tout autre groupe à être déterminé par le Tribunal.</p>
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3. **IDENTIFY** the principal questions of fact and law to be treated collectively as the following:

- a) Did Samsung fail to satisfy the requirements of sections 37, 38, 39, 40, 41, 53, 215, 219, 220(a), 221(g), or 228 CPA, or of articles 1728-1730 CCQ?
- b) Did Samsung commit a fault in relation to the recall program or otherwise fail to satisfy its obligations in that regard?
- c) Are Class Members entitled to:
 - i. a refund of their purchase price for the range, or a reduction of their obligations, and in what amount?
 - ii. damages for trouble and inconvenience and in what amount?
 - iii. moral damages and in what amount?
 - iv. punitive damages of \$1000.00 per Class Member?

4. **IDENTIFY** the conclusions sought by the class action to be instituted as being the following:

1. **ALLOW** the class action of the Representative Plaintiff and the Class Members against the Defendant;
2. **CONDEMN** the Defendant to pay to each Class Member compensatory damages (or a refund) in an amount to be determined, and **ORDER** collective recovery of these sums;

3. **CONDEMN** the Defendant to pay to each Class Member \$1000.00 in punitive damages and **ORDER** collective recovery of these sums;
4. **CONDEMN** the Defendant to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application to authorize a class action;
5. **ORDER** the Defendant to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;
6. **ORDER** that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
7. **CONDEMN** the Defendant to bear the costs of the present action including the cost of notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

ORDER the publication of a notice to the Class Members in accordance with article 579 C.C.P., pursuant to a further order of the Court, and **ORDER** the Defendants to pay for said publication costs;

FIX the delay of exclusion at thirty (30) days from the date of the publication of the notice to the members, date upon which the members of the Class that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;

DECLARE that all Class Members that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by law;

THE WHOLE with costs including publication fees.

Montreal, September 12, 2024

(s) LPC Avocats

LPC AVOCATS

Mtre Joey Zukran / Mtre Lea Bruyere
Attorneys for the Applicant

276 Saint-Jacques Street, Suite 801

Montréal, Québec, H2Y 1N3

T: (514) 379-1572 / F: (514) 221-4441

Email: jzukran@lpclex.com /

lbruyere@lpclex.com

SUMMONS
(ARTICLES 145 AND FOLLOWING C.C.P)

Filing of a judicial application

Take notice that the Applicant has filed this Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff in the office of the **Superior Court of Quebec** in the judicial district of **Montreal**.

Defendant's answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of **Montreal** situated at **1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6**, within 15 days of service of the Application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Applicant's lawyer or, if the Applicant is not represented, to the Applicant.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgement may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the Applicant in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

You may ask the court to refer the originating Application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the plaintiff.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

If you qualify to act as a plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Exhibits supporting the application

In support of the Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff, the Applicant intends to use the following exhibits:

- Exhibit P-1:** Copy of the Applicant's purchase receipt from Rona dated January 19, 2024;
- Exhibit P-2:** Extract of Samsung's website: <https://www.samsung.com/ca/cooking-appliances/ranges/electric-range-ne63t8711ss-ac/>;
- Exhibit P-3:** Health Canada Recall Notice dated August 29, 2024 (#RA-75974);
- Exhibit P-4:** Pictures of Applicant's range with the Knob covers;
- Exhibit P-5:** CTV news article from August 8, 2024, titled "Samsung is recalling 1 million stoves";
- Exhibit P-6:** CIDREQ for Samsung Electronics Canada Inc.

These exhibits are available on request.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

Montreal, September 12, 2024

(s) LPC Avocats

LPC AVOCATS

Mtre Joey Zukran / Mtre Lea Bruyere
Attorneys for the Applicant

276 Saint-Jacques Street, Suite 801

Montréal, Québec, H2Y 1N3

Telephone: (514) 379-1572

Telecopier: (514) 221-4441

Email: jzukran@lpclex.com /

lbruyere@lpclex.com

NOTICE OF PRESENTATION
(articles 146 and 574 al. 2 C.C.P.)

TO: SAMSUNG ELECTRONICS CANADA INC.
2050 Derry Road West
Mississauga, Ontario, L5N 0B9

Defendant

TAKE NOTICE that the Applicant's *Application to Authorize the Bringing of a Class Action* will be presented before the Superior Court at **1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6**, on the date set by the coordinator of the Class Action Division.

GOVERN YOURSELVES ACCORDINGLY.

Montreal, September 12, 2024

(s) LPC Avocats

LPC AVOCATS

Mtre Joey Zukran / Mtre Lea Bruyere
Attorneys for the Applicant
276 Saint-Jacques Street, Suite 801
Montréal, Québec, H2Y 1N3
Telephone: (514) 379-1572
Telecopier: (514) 221-4441
Email: jzukran@lpclex.com /
lbruyere@lpclex.com