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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON**

HADASSAH SHELLENBERGER,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

AIG WARRANTYGUARD, INC.,
and WHIRLPOOL CORPORATION,

Defendants.

Case No.: 2:24-cv-00657-JLR

**AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1) WASHINGTON CONSUMER PROTECTION ACT (RCW § 19.86, ET SEQ.)**
- 2) BREACH OF CONTRACT**
- 3) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

JURY DEMAND

1 Plaintiff Hadassah Shellenberger, individually and on behalf of all others similarly
2 situated, upon personal knowledge of facts pertaining to her, the investigations of her
3 attorneys, and upon information and belief as to all other matters, and by and through
4 undersigned counsel, hereby bring this Amended Class Action Complaint (“AC”) against
5 Defendants AIG WarrantyGuard, Inc. (“AIGWG”) and the Whirlpool Corporation
6 (“Whirlpool”) and alleges as follows:

7
8 **I. NATURE OF THE ACTION**

9 1. Defendants are engaged in an ongoing business partnership to market and sell
10 extended repair plans (“Whirlpool Plan(s)”) to consumers who purchase household
11 appliances (“Whirlpool Appliances”) that Whirlpool markets under various brand names
12 including Whirlpool, KitchenAid, Amana, Maytag, Kenmore, and JennAir.

13 2. Whirlpool acts as the administrator of the Whirlpool Plans. AIGWG is named
14 as the Obligor for Whirlpool Plans sold in all U.S. states except Florida and Oklahoma.
15 AIGWG is a fully owned subsidiary of American International Group, Inc. (“AIG”) which
16 controls AIGWG through its employees who serve as officers and directors of the latter.

17 3. AIGWG and Whirlpool market the Whirlpool Plans to consumers through
18 specific channels such as by advertising the plans on Whirlpool’s websites, and by
19 contacting consumers who register their appliances with Whirlpool, confirming that their
20 product has been registered, and urging them to take the next step of appliance protection by
21 purchasing a Whirlpool Plan. Defendants market the Whirlpool Plans to consumers under
22 various names to match the branding of the applicable Whirlpool Appliance (e.g., for
23 KitchenAid appliances, Defendants offer the KitchenAid Service Plan).

24 4. Both the manner in which the Whirlpool Plans are promoted and the content of
25 Defendants’ marketing materials leave consumers with the impression that the plans are
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1 offered by Whirlpool, that they effectively work as an extension of Whirlpool’s original
2 manufacturer’s warranty (“Whirlpool Warranty”), and offer protection comparable to the
3 Whirlpool Warranty.

4 5. To create this illusion, Defendants contact consumers who register their
5 Whirlpool Appliance by sending them letters (“Whirlpool Plan Offer(s)”) printed on
6 Whirlpool’s letterhead and purportedly signed by an employee of the applicable Whirlpool
7 brand (e.g., KitchenAid Plan offers are signed by “Maria Perez, KitchenAid Service Plan
8 Team”). Upon calling the phone number shown on one of these letters, the consumer is
9 greeted by a recording that purports to belong to the applicable Whirlpool brand (e.g.,
10 “Thank you for calling the KitchenAid Service Plan Sales Department”).

11 6. The Whirlpool Plan Offer describes the Whirlpool Plans with language that
12 consumers regularly associate with the benefits available under a Whirlpool Warranty, such
13 as the representations that repair services are provided only by Whirlpool certified
14 technicians, consumers can receive repairs and replacements with no fees or out-of-pocket
15 expenses, and 100% of parts and labor is covered under the plan.

16 7. These representations further the misperception that the Whirlpool Plans are
17 extensions of the Whirlpool Warranty because they build on the typical consumer’s
18 understanding that a manufacturer’s warranty will cover failures that might manifest during
19 the term of the warranty.¹ This misperception is reinforced with other statements that
20 promise that the Whirlpool Plan will protect the consumer throughout the plan term: “As
21

22 ¹ While it is true that the Whirlpool manufacturer’s warranty and the Whirlpool Plan Service
23 Contract use somewhat different language to define the coverage available under each
24 document, most appliance manufacturers (including Whirlpool) administer their
25 manufacturer’s warranties liberally to cover all failures that arise from the intended use of the
26 appliance during the warranty period. Based on this widespread practice, the average
consumer’s understanding of a manufacturer’s warranty is that it will cover for all appliance
failures arising during the warranty period unless the failure results from the misuse of the
appliance.

1 you rely on your product in the years to come, if the need for service should arise, you're
2 covered."

3 8. The representations made in Whirlpool Plan Offer are untrue because
4 Whirlpool Plans provide neither a level of coverage comparable to the Whirlpool Warranty
5 nor the benefits advertised in that document. Contrary to Defendants' representations that a
6 Whirlpool Plan covers 100% of the required labor and parts necessary to repair the
7 consumer's appliance at no out-of-pocket expense to the consumer, the agreement ("Service
8 Contract") pursuant to which the Whirlpool Plans are provided contains provisions that
9 confer Defendants with the right, at their sole discretion, to refuse otherwise covered
10 appliance repairs by exercising a "Buyout", making a one-time cash payment ("Settlement
11 Payout") to the consumer that does not make the consumer whole, and taking title of the
12 covered appliance.

13 9. Per the Service Contract, the Settlement Payout is capped at 75% of the
14 purchase price of the bought-out appliance. Therefore, the consumer cannot use these funds
15 to purchase a comparable appliance unless she supplements the Settlement Payout with her
16 own funds. Nor can she use the Settlement Payout to have a third-party repair service fix her
17 appliance because, under the terms of the Service Contract, the appliance becomes
18 Defendants' property upon the exercise of a Buyout and must be surrendered to them upon
19 their request. As such, the Buyout provisions in the Service Contract cannot be reconciled
20 with Defendants' representations that the consumer will have protection for covered repairs
21 at no out-of-pocket costs to her.

22 10. The Buyout provision in Whirlpool Plan Service Contracts is a device that
23 Defendants use to generate unfair profits for themselves at the expense of unsuspecting
24 consumers who would have no reason to suspect that the coverage they bargained and paid
25 for will be limited in such a manner.

1 11. For example, Plaintiff initially purchased a Geek Squad Protection Plan (“GSP
2 Plan”) for her KitchenAid dishwasher at the time she purchased her appliance from big box
3 retailer Best Buy. She was subsequently contacted by AIGWG which offered to sell her a
4 KitchenAid Plan at a lower price than what she had paid for her GSP Plan. Plaintiff believed
5 she was being offered a better plan backed by the manufacturer of her appliance, and for a
6 lower price. Therefore, , she cancelled her GSP Plan and purchased a KitchenAid Plan.
7 Unfortunately, she found out later that the representations she relied on when deciding to
8 purchase her Service Plan were incorrect. The amount of money she saved by switching to
9 the less expensive plan was more than offset by what she had to pay to purchase a new
10 appliance when Defendants bought out her covered appliance.

11 12. Defendants’ Buyout policies are the most obvious but not the only example of
12 how Whirlpool Plans’ benefits fall short of the representations that Defendants make to
13 consumers to sell these plans. In many instances, Defendants even fail to comply with the
14 actual terms of the Service Contracts governing these plans.

15 13. Several months before filing the claim that resulted in her dishwasher being
16 bought out, Plaintiff filed a claim for a different issue. Ignoring their marketing
17 representations and the terms of the Service Contract, Defendants required Plaintiff to find
18 her to own repair technician to resolve the issue, pay out-of-pocket costs to the repair
19 service, and then seek reimbursement from them because, according to Defendants, they had
20 no repair technicians in her area. She tried but was unsuccessful. None of the technicians she
21 contacted were willing to perform repairs under the terms Defendants required. Plaintiff
22 ended up receiving no benefits for her claim and had to make do with a malfunctioning
23 dishwasher until a subsequent failure caused Defendants to buyout the appliance.

24 14. Plaintiff’s difficulties with her plan are not isolated instances where a consumer
25 got confused and ended up with less than what she thought she was getting. Thousands of
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1 consumers purchase AIGWG’s service plans each year under the mistaken belief that they
2 are purchasing extensions to Whirlpool’s manufacturer’s warranties.

3 15. Attached as Exhibit 1 is a sampling of messages that consumers who purchased
4 Whirlpool Plans (“Plan Purchasers”) posted on Whirlpool-owned social media accounts to
5 express dissatisfaction with their plans. These consumers posted on Whirlpool accounts —
6 not AIGWG social media accounts — because they continued to believe that Whirlpool was
7 the company offering the plans, even after many of them had submitted claims under their
8 Whirlpool Plans.

9 16. Whirlpool’s responses to these social media posts are telling because they
10 betray Whirlpool’s intent to deceive and defraud consumers. Rather than standing behind
11 the plans it helps sell, administers, and profits from, Whirlpool’s standard practice is to use
12 the legal structure of the plans to deflect consumers’ complaints. Its social media
13 representatives are trained to respond to each consumer complaint by first asking whether
14 the consumer’s appliance is covered by a Whirlpool Plan. *See* Exhibit 2. If the appliance is
15 covered by a Whirlpool Plan, consumers are told that the plans are offered by a third-party
16 and Whirlpool cannot intervene. *See* Exhibit 3.

17 17. The statements are deliberately misleading because Whirlpool plays an active
18 role in how the Whirlpool Plans are administered and, in fact, is identified by name as the
19 plan administrator in many of the Service Contracts. Not only is Whirlpool contractually
20 authorized to resolve consumer complaints about Whirlpool Plans, but it is often the party
21 that decides how consumer claims submitted under a Whirlpool Plan are resolved.

22 18. Defendants’ fraudulent and misleading conduct renders the Whirlpool Plans
23 essentially worthless or, at a minimum, makes the economic value of each Whirlpool Plan to
24 be only a fraction of the value that Plan Purchasers paid to purchase them in reliance of
25 Defendants’ misrepresentations. For example, if Shellenberg had known all the details about
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1 her KitchenAid Plan at the time of purchase, she would not have bought it. She would have
2 kept her GSP Plan and her dishwasher would have been repaired rather than bought out.

3 19. On behalf of the Class, Plaintiff seeks to redress Defendants’ conduct under
4 state common law and consumer-protection statutes.

5
6 **II. PARTIES**

7 **Plaintiff**

8 20. Plaintiff Hadassah Shellenberger (“Shellenberger” or “Plaintiff”) is a resident
9 of La Conner, Washington.

10 **Defendants**

11 21. Defendant Whirlpool Corporation is a Delaware corporation headquartered in
12 Benton Harbor, Michigan. Whirlpool manufactures and markets home appliances –
13 including laundry appliances, refrigerators and freezers, cooking appliances, and
14 dishwashers.

15 22. Defendant AIG WarrantyGuard, Inc. is a Delaware corporation with principal
16 offices in Chicago, Illinois.

17 23. Plaintiff is informed and believes, and on that basis alleges, that at all times
18 mentioned herein each Defendant, whether actually or fictitiously named herein, and
19 whether such agency relationship was disclosed to the Plaintiff, was the principal, agent
20 (actual or ostensible), joint venture or employee of each other Defendant, and in acting as
21 such principal or within the course and scope of such agency, joint venture, or employment
22 took some part in the acts and omissions alleged herein, by reason of which each Defendant
23 is jointly and severally liable to Plaintiff for the relief prayed for herein.

1 24. At a minimum, AIGWG is liable for Whirlpool's actions because it allows
2 Whirlpool to act as its apparent agent, directs or permits Whirlpool's conduct, and/or
3 benefits from it.

4 25. At a minimum, Whirlpool is liable for AIGWG's actions because it permits,
5 participates in, or benefits from their conduct and, permits its branding, private consumer
6 information, and websites to be used by AIGWG in the sale of Whirlpool Plans.
7

8 **III. JURISDICTION**

9 26. Subject matter jurisdiction in this civil action is authorized pursuant to 28
10 U.S.C. § 1332(d) because there are more than 100 Class Members, at least one class
11 member is a citizen of a state different from that of Defendants, and the amount in
12 controversy exceeds \$5,000,000, exclusive of interest and costs.

13 27. This Court has specific personal jurisdiction over Defendants because their
14 contacts with the State of Washington in which this Court is located are continuous,
15 systematic, and purposeful, and Plaintiff's claims in this action arise from those particular
16 contacts.

17 28. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a
18 substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this
19 District.
20

21 **IV. FACTUAL ALLEGATIONS**

22 29. Whirlpool markets its portfolio of home appliances to consumers in the United
23 States under the brands Amana, JennAir, KitchenAid, Maytag, and Whirlpool; and offers
24 post-sale repair services to consumers pursuant to the manufacturer's warranty that
25 accompanies eligible Whirlpool Appliances.
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1 30. AIGWG and Whirlpool are engaged in an ongoing business collaboration
2 whereby they market, sell, and administer Whirlpool Plans to consumers who purchase
3 Whirlpool Appliances. Whirlpool Plans are presented to the consumer in misleading
4 language which leads most consumers to believe that they are presented with the option to
5 extend the original manufacturer’s warranty.

6 31. The Whirlpool Plan for a given appliance is offered to consumers with the
7 option to select a term of coverage beyond the expiration of the factory warranty, for as
8 short as one year and as long as five years. AIGWG charges a higher price for a given
9 Whirlpool Plan as the plan’s term gets longer.

10 32. The Whirlpool Plans are marketed to consumers through specific channels
11 including through websites controlled by Whirlpool and/or AIGWG, in correspondences that
12 Defendants mail to consumers who register with Whirlpool after purchasing a Whirlpool
13 Appliance, or by emails from the brand of appliance being registered (e.g., Whirlpool,
14 KitchenAid, etc.). All of these marketing channels lead consumers to websites with
15 Whirlpool controlled domains (e.g. whirlpool.com, kitchenaid.com, etc.) which causes
16 consumers to believe that Whirlpool (or one of the Whirlpool brands) is the party offering
17 the Whirlpool Plans.

18 33. However, the Whirlpool Plans are offered, sold, and issued by AIGWG — a
19 fact that is inadequately disclosed in the fine print in the websites where the plans are sold.

20 34. Whirlpool provides services such as responding to requests that consumers
21 make under the Whirlpool Plans, arranging for appliance repair services, and handling
22 consumer complaints about the plans. Whirlpool is also identified as the plan Administrator
23 in Whirlpool Plans that were issued after June 13, 2022.

24 35. The fact that Defendants’ marketing practices create consumer confusion is
25 evidenced by the dozens of social media posts in which consumers have contacted
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1 Whirlpool to request help with their Whirlpool plans. (Exhibit 1)

2 36. When this happens, Whirlpool’s practice is to take advantage of the consumer
3 confusion that its deceptive practices cause by informing consumers that the Whirlpool
4 Plans are offered by a third party and that it has no jurisdiction over them. An example of
5 the response that Whirlpool posted on the social media platform X (formerly Twitter) in
6 response to consumer complaints is shown below:

7 37. Not only is the suggestion that Whirlpool has no control over how the
8 Whirlpool Plans administered a blatant lie, but Whirlpool’s social media post instructing the



1 consumer to call (866) 265-2137 is a public admission of Whirlpool’s deception. This is a
2 phone number that is monitored by Whirlpool itself — not AIGWG or any other party.

3 **A. Facts as to Plaintiff**

4 38. Around April 2020, Plaintiff purchased a KitchenAid dishwasher from Best
5 Buy for \$1,084.99 including taxes. To protect her dishwasher, she also purchased a GSP
6 Plan.

7 39. Based on her prior experience with service plans, Plaintiff understood her GSP
8 Plan to pay for all necessary repairs she would need during her plan term in the event of an
9 appliance malfunction that was covered under her plan. This was an accurate understanding
10 of the GSP Plan’s coverage benefits.

11 40. On one or more occasions during April and May 2020, Plaintiff received
12 marketing communications from Defendants. One of these was a communication (“KA Plan
13 Offer”) from AIGWG which was mailed to her. The KA Plan Offer — displaying the
14 KitchenAid logo and signed by someone purporting to work for KitchenAid — urged
15 Plaintiff to protect her investment by purchasing a KitchenAid Service Plan (“KitchenAid
16 Plan”).

17 41. On information and belief, both a copy of the document template from which
18 the KA Plan Offer was generated and records of the communications that Defendants sent to
19 Plaintiff exist in their business records. Defendants’ marketing communications, which
20 Plaintiff continues to receive, describe the benefits of the KitchenAid Plan using identical
21 language. Attached to this Complaint as Exhibits 4, 5, and 6 are three examples of the letters
22 Plaintiff received between 2020 and 2023 where the KitchenAid Plan’s benefits are
23 described using identical language.

24 42. The KA Plan Offer described the KitchenAid Plan as offering repair or
25 replacement benefits for covered malfunctions at no out-of-pocket expenses to the consumer
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1 and paying for 100% of the required parts and labor for such repairs. It also emphasized
2 KitchenAid’s affiliation with the plan through representations that appliance repairs would
3 be provided by KitchenAid certified technicians using factory certified parts and through its
4 prominent display of KitchenAid’s (but not AIGWG’s) branding and trademarks. Plaintiff
5 relied on each of these representations when deciding to purchase a KitchenAid Plan. Each
6 of these representations was material to her decision to purchase a KitchenAid Plan.

7 43. The KA Plan Offer gave Plaintiff the option to select different plan terms, with
8 the plan price increasing for longer coverage terms. Plaintiff understood this to mean that
9 she would be entitled to receive the repair or replacement coverage under her KitchenAid
10 Plan for the duration of the plan term she chose to purchase. Plaintiff relied on these
11 representations when deciding to purchase a KitchenAid Plan. The understanding that she
12 would have the advertised benefits for the full length of the plan term she selected was
13 material to her decision to purchase a KitchenAid Plan.

14 44. The plan benefits and features described in the preceding two paragraphs were
15 consistent with Plaintiff’s understanding of how a KitchenAid manufacturer’s warranty
16 works. Plaintiff also read the statement “Get the only plan backed by the manufacturer
17 beyond the limited standard warranty period.” It reinforced her belief that she was being
18 offered an extension to her KitchenAid warranty which is supported and offered by
19 KitchenAid.

20 45. In reliance of the aforementioned representations, Plaintiff formed the
21 impression that she was being offered a plan that was backed by KitchenAid and would
22 extend the coverage she received under her KitchenAid warranty. Both of these beliefs were
23 material to Plaintiff’s decision to purchase a KitchenAid Plan.

24 46. Nothing in the KA Plan Offer put Plaintiff on notice that her appliance
25 malfunctions may be resolved in a manner that would leave her without a working
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1 appliance, or that she may need to incur out-of-pocket expenses to resolve a malfunction
2 that was covered under a KitchenAid Plan.

3 47. Similarly, nothing in the KA Plan Offer put Plaintiff on notice that the repair
4 benefits, which Defendants represented as lasting for the full duration of a KitchenAid Plan,
5 would stop being available to Plaintiff upon Defendants' decision to Buyout her appliance.

6 48. Plaintiff did not notice the fine print disclaimer at the bottom of the KA Plan
7 Offer which urges the reader to visit Defendants' website to read the complete terms and
8 conditions governing the plan. If she had noticed and read that disclaimer, Plaintiff would
9 not have understood from that disclaimer that the plan's terms and conditions may conflict
10 with the express representations Defendants make about the KitchenAid Plans in the KA
11 Plan Offer. Nor would she have understood that disclaimer to be inconsistent with her
12 impression that KitchenAid backs the accuracy of the representations made in the KA Plan
13 Offer and ensures that KitchenAid Plan purchasers receive a level of coverage comparable
14 to the KitchenAid manufacturer's warranty.

15 49. In reliance of the representations made in KA Plan Offer, Plaintiff decided to
16 purchase a KitchenAid Plan and to cancel her GSP Plan. She called the phone number listed
17 in the letter and spoke to an agent whom she understood to be a Whirlpool employee.²

18 50. Plaintiff provided her payment information to the agent and purchased a three-
19 year KitchenAid Plan which was represented to her as becoming effective after the original
20 manufacturer's warranty expired and continuing for three more years through 2024.

21 51. On May 14, 2020, Plaintiffs received an email which was sent from
22 KitchenAid@kitchenaid.messages1.com, displayed the KitchenAid® logo, and thanked her
23 for purchasing "a **genuine KitchenAid®** service plan".
24

25 ² As of April 25, 2024, the afterhours recording for this number informs the caller that they have
26 reached the KitchenAid Service Plans.

1 52. The email transmitted details about Plaintiff’s KitchenAid Plan, such as the
2 dates of coverage and the model number of her covered dishwasher, and stated: “For
3 questions on your service plan, or to request service, please call KitchenAid Service Plans at
4 866-265-2082 or visit us online at serviceplans.kitchenaid.com.”

5 53. The email did not include Plaintiff’s Service Contract. Plaintiff did not receive
6 a copy of her Service Contract for review, from Defendants or otherwise, prior to purchase,
7 at the time of purchase, or on the date of purchase.

8 54. A copy of Defendants’ May 14, 2020 email, which Plaintiff printed for her
9 records, is attached to the Amended Complaint as Exhibit 7. As Plaintiff’s handwritten notes
10 on this document indicate, she was under the impression that the KitchenAid Plan provided
11 a three-year extension to her KitchenAid warranty.

12 55. Defendants emailed Plaintiff’s Certificate of Coverage to Plaintiff several days
13 later. Plaintiff’s Service Contract was also sent to her at a later date, but Plaintiff does not
14 recall whether it was mailed or emailed to her.

15 56. Every interaction Plaintiff had with the Defendants suggested that she was
16 dealing with KitchenAid and getting the benefits advertised in the KA Plan Offer. Nothing
17 put her on notice that her plan benefits may be something less or made her think Defendants
18 might include terms in her Service Contract that contradict their representations.

19 57. Soon after purchasing her KitchenAid Plan, and in reliance of the
20 representations Defendants made to her in the KA Plan Offer and during her process of
21 purchasing a KitchenAid Plan, Plaintiff cancelled her GSP Plan to obtain a refund and,
22 therefore, gave up the coverage she was entitled to under that plan.

23 58. Plaintiff’s dishwasher started to malfunction soon after purchase. The gasket
24 on the dishwasher door panel started to ripple and lift from the door panel and sustain
25 damage during the operation of the dishwasher. After each wash cycle, Plaintiff observed a
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1 black residue from this damage and wear. Plaintiff contacted Whirlpool and was able to get
2 the gasket replaced under the manufacturer's warranty.

3 59. Sometime in 2022, the replaced gasket Whirlpool had installed on the
4 dishwasher started to exhibit similar problems. Around September 12 2022, Plaintiff
5 submitted a claim under her KitchenAid Plan by calling the phone number for KitchenAid
6 Plans. Plaintiff spoke with a KitchenAid employee who identified herself as Monica.
7 Monica told Plaintiff that no service was available in their network at the time and that
8 KitchenAid would call Plaintiff when a repair service became available.

9 60. Around September 15, 2022, Plaintiff received an email from Whirlpool that
10 informed her that she had the *option* to hire an independent repair company to fix her
11 appliance, pay out-of-pocket fees for the services of this repair service (which contradicted
12 AIGWG's promise of no out-of-pocket expenses for covered repairs), and seek
13 reimbursement from Whirlpool.

14 61. The email further stated that the third-party repair service would have to
15 comply with various conditions before it could proceed with the repair of Plaintiff's
16 appliance. These included performing a diagnostic service, then sending Whirlpool a written
17 repair estimate along with the full list of replacement parts that would be used to carry out
18 the repairs, obtaining approval from Whirlpool to proceed with the repairs, and waiting for
19 Whirlpool to mail the replacement parts that the repair service had identified.

20 62. Notably, nothing in Whirlpool's email recanted KitchenAid employee
21 Monica's prior promise that Whirlpool would call Plaintiff when a repair appointment
22 became available. Therefore, Plaintiff reasonably construed it as an additional solution she
23 could explore until Whirlpool got back to her with a repair appointment.

1 63. Plaintiff spent over a week calling local repair services in an effort to find
2 someone who would repair her appliance under the terms Whirlpool required But she was
3 unsuccessful.

4 64. Around September 26, 2022, Plaintiff made multiple calls to Whirlpool
5 requesting her appliance to be repaired under her KitchenAid Plan but she was refused
6 service twice. During one of these calls, she attempted to escalate the matter by requesting
7 to speak with a supervisor. She was told that a supervisor would call her back within three
8 days. However, no one called her back. Plaintiff was provided with no services, repairs, or
9 payments under the terms of her KitchenAid Plan at any point between September 26, 2022
10 and February 2023.

11 65. Defeated, Plaintiff continued to use the dishwasher and continued cleaning the
12 accumulated black debris out of her dishwasher after each use.

13 66. Around February 2023, Plaintiff's dishwasher stopped working. She submitted
14 a claim to Whirlpool under her KitchenAid Plan and was informed that, under the terms of
15 her Service Contract, her appliance would be bought out for \$764.36— an amount
16 insufficient to pay for a replacement dishwasher. Plaintiff asked for her dishwasher to be
17 replaced but was told that a replacement was not available. Whirlpool told her that she could
18 either accept the Buyout or get nothing.

19 67. Even though Plaintiff had bargained and paid for three years of coverage for
20 her KitchenAid Plan, Defendants stopped offering repair or replacement coverage to
21 Plaintiff pursuant to a provision in her Service Contract.³ Therefore, Plaintiff also had to
22 purchase and pay for a new service plan to protect her new dishwasher.

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³ Attached as Exhibit 8 is a copy of the Service Contract which, according to Defendants'
25 website, governs Shellenberger's KitchenAid Plan. Defendants rely on Section 20 of this
26 contract to assert that all contractual obligations they owe for a covered product are satisfied if
they Buyout or exchange a product.

1 68. Since the \$764.36 payment was insufficient to pay for a new dishwasher and a
2 repair plan, Plaintiff ended up supplementing the payout she received from Whirlpool with
3 her own funds.

4 69. The benefits Plaintiff was offered, and/or received for the claims she submitted
5 under her KitchenAid Plan, are inconsistent with those she would have received under her
6 KitchenAid manufacturer's warranty because the latter provides that

7 a. All warranty service is provided exclusively by authorized KitchenAid
8 Service Providers;

9 b. KitchenAid will pay for factory specified replacement parts and repair labor
10 to correct defects or replace the product (but will not buyout the product for
11 a discounted price that does not make the consumer whole, or stop its repair
12 or replacement coverage upon providing a replacement product).

13 70. Furthermore, Defendants' representations that their Service Plans cover
14 appliance malfunctions at no out-of-pocket expenses to the consumer and pay for 100% of
15 the required parts and labor for need repairs for the duration of the plan period a consumer
16 selects cannot be reconciled with the Service Contract provisions which limit Defendants'
17 liability under the Service Plan to a *one-time* payment that is capped at 75% of the purchase
18 price of the covered appliance.

19 71. Despite not having any factory certified technicians in Plaintiff's area, AIGWG
20 continued to send her marketing offers urging her to purchase another KitchenAid Plan with
21 the same false representation that repairs are only provided by "Factory Certified
22 Technicians." Exhibit 6.

23 72. If the coverage limitations in her Service Contract and the limited availability
24 of factory certified repair technicians had been disclosed to Plaintiff prior to her plan
25 purchase, she would not have purchased a KitchenAid Plan. She would have kept her GSP
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1 Plan and would have avoided the additional expenses she incurred as a result of Defendants'
2 conduct.

3 **B. Undisclosed Facts About the Whirlpool Plans**

4 73. The Whirlpool Plans materially differ from the representations made on
5 AIGWG's marketing materials and websites in several ways including how the plans
6 compare to the Whirlpool Warranty, the extent of repair or replacement coverage consumers
7 receive under the Whirlpool Plans, and Defendants' policies for administering claims
8 submitted by Plan Purchasers.

9 74. Defendants' business practice is to disclose some of these facts to the Plan
10 Purchaser eventually, but only after she has purchased a Whirlpool Plan and been sent her
11 Service Contract.

12 75. Many material facts about the Whirlpool Plans are not disclosed to the
13 consumers in Defendants' marketing documents or elsewhere as of the time that they are
14 purchasing the Whirlpool Plan. Even for consumers who receive and review their Service
15 Contract, these facts are difficult to uncover because they are (i) not clearly disclosed, (ii)
16 buried under misleading headings in the Service Contract where the typical consumer would
17 not know to look for them, and (iii) obfuscated by other Service Contract provisions that
18 suggest their use is limited. These inadequately disclosed facts include the following:

- 19 a. The Service Contract gives Defendants the option, at their sole
20 discretion, to refuse the repair or replacement of a covered appliance by
21 exercising a Buyout and making a Settlement Payout to the Plan
22 Purchaser;
- 23 b. The Settlement Payout is capped at 75% of the purchase price that the
24 Plan Purchaser paid for the appliance – an amount that is so low that it
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1 often fails to cover even simple repair claims and, by its very definition,
2 is also insufficient to pay for a replacement appliance;

3 c. For Plan Purchasers who purchase a Whirlpool Plan after purchasing
4 their appliance, Defendants' maximum liability for a filed claim can be
5 as low as 25% of the purchase price of the appliance;

6 d. Upon exercising the Buyout option, Defendants claim that their
7 obligations under the Service Contract are satisfied and the Plan
8 Purchaser loses the remaining coverage that she bargained and paid for
9 under the Whirlpool Plan.

10 e. The Service Contract provides that Defendants can require the Plan
11 Purchaser to surrender her appliance upon their decision to exercise a
12 Buyout. This provision further robs the Plan Purchaser of the benefit
13 she was promised to have a working appliance during the term of her
14 Service Plan because surrendering her appliance necessarily prevents
15 her from supplementing Defendants' inadequate Settlement Payout with
16 her own funds in order to have a third-party repair the appliance.

17 76. Some other Service Contract provisions allow for outcomes which Defendants,
18 as the parties administering the plans, fully understand but consumers reviewing a Service
19 Contract would have no way to know about. If known to the average consumer, these facts
20 would deter them from purchasing a Whirlpool Plan. They include the following:

21 a. It is Defendants' business policy to increase their profits through the
22 systematic exercise of Buyouts which Defendants use to avoid having
23 to repair or replace an appliance that is covered under a Whirlpool Plan;

24 b. For each Whirlpool Plan they sell, Defendants establish an undisclosed
25 Payout Limit which they use when deciding whether to repair or replace
26

1 a covered appliance or to exercise a Buyout. Third-party services who
2 contract to perform repairs on appliances covered under the Whirlpool
3 Plan are aware that there is a dollar limit beyond which Defendants will
4 not pay for repairs;

5 c. When the estimated repairs under a claim exceed the Payout Limit,
6 Defendants routinely exercise their Buyout option even if the product
7 can be repaired. Defendants exercise their Buyout option in order to
8 boost their profits even though they know, or should know, that their
9 decision to exercise these options would result in the Plan Purchaser not
10 being made whole as to the appliance she would have to replace and the
11 Whirlpool Plan coverage she already paid for;

12 d. Contrary to Defendants' marketing materials which do not disclose the
13 Buyouts and the Service Contract which vaguely provides the
14 contractual bases for it under the guise that this is a remedy that
15 Defendants might utilize only on occasion, Defendants' Payout Limit
16 policy is an integral part of their business model. In failing to fully
17 disclose the Payout Limit to consumers, Defendants deprive consumers
18 of material information that is relevant to their decisions to purchase a
19 Whirlpool Plan or (having been informed of this information after plan
20 purchase) to cancel their Whirlpool Plan in order to obtain a refund;

21 77. The foregoing practices, which Defendants do not disclose at time of purchase,
22 render the Whirlpool Plans essentially worthless or, at minimum, reduce the economic value
23 of a Whirlpool Plan substantially below what a reasonable consumer would be willing to
24 pay for it if she knew of these practices prior to purchase.

1 78. The foregoing practices render Defendants’ marketing representations about
2 the advertised duration of a Whirlpool Plan false. For example, Plaintiff purchased a three-
3 year plan and was not informed that she would prematurely lose the plan coverage she
4 purchased if she filed a claim that triggered Defendants’ unilateral decision to exercise a
5 Buyout. Upon exercising their Buyout option, AIGWG or the Administrator considered their
6 obligations under the plan fully satisfied even though there was time remaining under
7 Plaintiff’s plan.

8 79. The Whirlpool Plan offers a level of coverage that is materially inferior to that
9 provided under the Whirlpool Warranty because, unlike the Whirlpool Warranty, (i) the
10 repair or replacement coverage available under the Whirlpool Plan can end before the plan
11 duration the Plan Purchaser selected if Defendants’ decide to buyout the covered appliance;
12 (ii) the terms of the Whirlpool Plans allow for Defendants to avoid having to repair or
13 replace a covered appliance by exercising a Buyout; (iii) upon the exercise of a Buyout,
14 Defendants can require the Plan Purchaser to surrender her appliance, thereby making it
15 impossible to have a third-party repair the appliance; *and* (iv) the access to factory certified
16 repair technicians under the Whirlpool Plan is inferior to that available under the Whirlpool
17 Warranty.

18 **C. Facts as to Whirlpool**

19 80. Whirlpool is liable for the violations alleged in this complaint for conduct
20 including but not limited to the following:

- 21 a. Whirlpool gives AIGWG permission to market the Whirlpool Plans
22 under its trademarked brand names such as the “Whirlpool Plan” and
23 the “KitchenAid Plan”;
- 24 b. Whirlpool directly or indirectly shares the names and contact
25 information of consumers who submit appliance registration
26

1 information to it with AIGWG or its agents, who then solicit these
2 consumers to purchase Whirlpool Plans;

3 c. In literature that it provides to consumers in conjunction with the sale of
4 a Whirlpool Appliance, Whirlpool inserts language that leads
5 consumers to believe the Whirlpool Plans are offered by Whirlpool and
6 are an extension of, or an improvement over, the Whirlpool Warranty,
7 or are backed by Whirlpool.

8 d. Whirlpool owns and controls the Whirlpool Websites where it allows
9 the Whirlpool Plans to be marketed in a misleading manner and to be
10 sold to consumers. Whirlpool permits and participates in these activities
11 even though it knows or should know that its conduct violates the
12 statutes identified herein, that the Whirlpool Plans impose conditions on
13 Plan Purchasers that are inconsistent with the representations made on
14 the Defendants' marketing materials, and that Defendants' business
15 practices are inconsistent with the terms of the Service Contracts being
16 sold to consumers;

17 e. Whirlpool is identified as the plan Administrator in Service Contracts
18 sold after June 13, 2022;

19 f. During at least some of the Class Period, Whirlpool:

20 i. Managed consumer inquiries and complaints about the
21 Whirlpool Plans;

22 ii. Represented itself as a party to the Service Contract by sending
23 communications to Plan Purchasers – including Buyout Letters
24 – which contain Whirlpool trademarks, referring to the author of
25 the communications as “we”, requesting that responses to
26

1 Whirlpool Plan related communications be sent to email
2 domains it controls (e.g., AIGService@whirlpool.com), and
3 signing such communications as the “Whirlpool Corporation”;

- 4 iii. Serviced the appliances covered under Whirlpool Plans;
- 5 iv. Enforced policies requiring Plan Purchasers to comply with
6 Buyout conditions; *and*

- 7 i. Whirlpool receives financial benefits from its collaboration with
8 AIGWG on the marketing and sale of Whirlpool Plans to consumers.

9 **D. Facts as to AIGWG**

10 81. AIGWG is a wholly owned subsidiary of American International Group, Inc.
11 (“AIG”), a multinational finance corporation. AIG approaches manufacturers like Whirlpool
12 to promote its “AIG Warranty & Service Programs,” presents itself as “Warranty Program
13 Pioneers,” and offers them business partnerships which, according to AIG marketing
14 materials, include “comprehensive extended warranty, device protection insurance, and
15 related services for OEM, retailers, home warranty, and HVAC dealers and distributors”
16 offered through AIG’s “best-in-class 50-state service network.”

17 82. AIG has an ongoing business partnership with Whirlpool for the marketing
18 and sale of service plans which is carried out through two wholly owned AIG subsidiaries
19 — AIGWG and AIGWFS.

20 83. According to these companies’ annual filings with various administrative
21 agencies, AIGWG and AIGWFS are governed by almost identical key personnel. All of the
22 key personnel at these two companies appear to be full-time AIG employees, mostly
23 working out of AIG’s corporate offices in New York. Through their involvement in all three
24 AIG entities, these individuals ensure that the partnership negotiated between Whirlpool and
25 AIG is carried out consistently in all fifty states.

1 84. AIGWG is identified as the “Obligor” in Whirlpool Service Plans sold in all
2 U.S. states except Florida and Oklahoma.

3 85. All Whirlpool Plans — including those sold in Florida and Oklahoma — are
4 “offered, sold, and issued” by AIGWG.

5 86. AIGWG is liable for the violations alleged in this complaint for conduct
6 including but not limited to the following activities:

- 7 a. Despite knowing the misleading nature of the representations that are
8 made about the Whirlpool Plans, AIGWG markets these plans through
9 various means and allows them to be marketed through the Whirlpool
10 Websites;
- 11 b. AIGWG creates or approves the use of the Service Contract – a contract
12 of adhesion authored by AIGWG or its agents – for the Whirlpool
13 Plans;
- 14 c. AIGWG represents itself as the party issuing the Whirlpool Plans;
- 15 d. AIGWG is identified as the Obligor in, and agrees to be bound by, the
16 Security Contract for Whirlpool Plans sold in all U.S. states except
17 Florida and Oklahoma;
- 18 e. AIGWG uses or allows to be used Whirlpool’s trademarks in
19 communications that are sent to Plan Purchasers under the Whirlpool
20 Plan;
- 21 f. AIGWG administers, or instructs or permits Whirlpool to administer,
22 the Whirlpool Plans in a manner that results in the Buyout options to be
23 exercised in contradiction to the representations made on the Whirlpool
24 Websites and in the Service Contracts;
- 25
26

- 1 g. AIGWG establishes or sanctions the establishment of a Payout Limit
- 2 for the appliances that are covered under the Whirlpool Plans;
- 3 h. AIGWG institutes, sanctions, or permits the business policies that
- 4 trigger the Buyout option under the Service Contract when a Payout
- 5 Limit is reached or likely to be reached;
- 6 i. AIGWG receives financial benefits from its collaboration with
- 7 Whirlpool on the marketing and sale of Whirlpool Plans to consumers.
- 8

9 V. CLASS ALLEGATIONS

10 87. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff bring this
11 action on behalf of herself and the following proposed Classes, defined as follows:

12 All persons who, at any time during the period beginning on
13 May 10, 2020, purchased a Whirlpool Plan for an appliance
14 that was domiciled in the State of Washington at the time they
purchased a Whirlpool Plan.

15 88. Excluded from the proposed Class are any officer or director of Defendants;
16 any officer or director of any affiliate, parent, or subsidiary of Defendants; anyone employed
17 by counsel in this action; and any judge to whom this case is assigned, his or her spouse, and
18 members of the judge's staff.

19 89. **Numerosity.** Members of the proposed Class likely number in the thousands
20 and are thus too numerous to practically join in a single action. Membership in the Class is
21 readily ascertainable from Defendants' own records.

22 90. **Commonality and Predominance.** Common questions of law and fact exist as
23 to all proposed Class members and predominate over questions affecting only individual
24 Class members. These common questions include:

- 25 a. Whether Defendants engaged in the wrongful conduct alleged herein;
- 26

- 1 b. How Defendants generate, execute, and administer the Service
- 2 Contracts;
- 3 c. How Defendants market the Whirlpool Plan to the Class;
- 4 d. Defendant’s business policies and procedures for transmitting Service
- 5 Contracts, Certificates of Coverage, and other documents to the Class;
- 6 e. The relationship between the Whirlpool Plan terms that a reasonable
- 7 consumer can expect based on Defendants’ website representations of
- 8 these plan and the actual terms of the Whirlpool Plan as they are
- 9 provided in the Service Contracts;
- 10 f. The relationship between the terms of the Whirlpool Plans as they are
- 11 stated in the Service Contracts and how Whirlpool Plans are actually
- 12 administered through Defendants’ business practices;
- 13 g. The difference in the economic value of the Whirlpool Plans (i) as the
- 14 reasonable consumer would expect them to function based on
- 15 Defendants’ representations; (ii) as they should be functioning under
- 16 the terms of the Service Contracts; and (iii) as they are provided to the
- 17 Class as a result of their being administered pursuant to Defendants’
- 18 policies.

19 91. Defendants engaged in a common course of conduct giving rise to the legal
20 rights sought to be enforced by Plaintiff individually and on behalf of the other Class
21 members. Similar or identical statutory and common law violations, business practices, and
22 injuries are involved. Individual questions, if any, are less, in both quantity and quality, to
23 the numerous questions that dominate this action.

24 92. **Typicality.** Plaintiff’s claims are typical of the claims of the members of the
25 Class. All Class members were sold Whirlpool Plans pursuant to Service Contracts which
26

1 were not made available to them in a readily identifiable manner and contained material
2 terms that were either not fully and conspicuously disclosed or fully omitted. All Class
3 members were sold Whirlpool Plans under false representations. These representations
4 materially differed from both the benefits that are stated in the Service Contracts governing
5 these plans and, from the way Defendants administered the Whirlpool Plans. Defendants'
6 misconduct impacted all Class members in the same manner. Individual variations in the
7 damages that Defendants' conduct caused to each Class member, which might impact the
8 awards due to each of them, can be addressed through rules, methods, and procedures that
9 are the same for each Class.

10 93. **Adequacy of Representation.** Plaintiff is an adequate representative of the
11 Class she seeks to represent because her interests do not conflict with the interests of the
12 other Class members; she has retained counsel competent and experienced in complex class
13 action litigation, and Plaintiff will prosecute this action vigorously. The interests of the
14 Class will be fairly and adequately protected by Plaintiff and her counsel.

15 94. **Superiority.** A class action is superior to any other available means for the fair
16 and efficient adjudication of this controversy, and no unusual difficulties are likely to be
17 encountered in the management of this matter as a class action. The damages, harm, or other
18 financial detriment suffered individually by Plaintiff and the other Class members are
19 relatively small compared to the burden and expense that would be required to litigate their
20 claims on an individual basis against Defendants, making it impracticable for Class
21 members to individually seek redress for Defendants' wrongful conduct. Even if Class
22 members could afford individual litigation, the court system could not. Individualized
23 litigation would create a potential for inconsistent or contradictory judgments and increase
24 the delay and expense to all parties and the court system. By contrast, the class action device

1 presents far fewer management difficulties and provides the benefits of single adjudication,
2 economies of scale, and comprehensive supervision by a single court.

3
4 **VI. CAUSES OF ACTION**

5 **COUNT ONE**

6 **Violations of the Washington Consumer Protection Act, RCW § 19.86, *et seq.***

7 **(On behalf of Plaintiff and the Class)**

8 95. Plaintiff incorporates the foregoing paragraphs as though fully set forth herein.

9 96. Each Defendant is a “person” within the meaning of the Washington Consumer
10 Protection Act, RCW 19.86.010(1), and it conducts “trade” and “commerce” within the
11 meaning of RCW 19.86.010(2). Plaintiff and other members of the Class are “persons”
12 within the meaning of RCW 19.86.010(1).

13 97. Defendant engaged in unfair or deceptive acts that affect public policy by
14 marketing Whirlpool Plans to consumers under representations that they knew to be untrue.

15 98. Defendant further engaged in unfair or deceptive act that affect public policy
16 by failing to disclose material facts about the Whirlpool Plans including Service Contract
17 provisions and information about their plan administration in their Whirlpool Plan
18 marketing materials which contained representations that were inconsistent with these
19 undisclosed material facts.

20 99. Defendants’ material omissions and misrepresentations about the Whirlpool
21 Plans is unfair because these acts and practices caused Plan Purchasers to purchase
22 Whirlpool Plans that they would not have otherwise purchased, or to overpay for Whirlpool
23 Plans in reliance of Defendants’ omissions and misrepresentations. As such, Defendants’
24 practices were unfair, unethical, immoral, oppressive, and/or unscrupulous.

25 100. Defendants’ unfair acts have injured a substantial portion of the public.
26 Defendants’ general course of conduct as alleged herein is injurious to the public interest,

1 and the acts complained of herein are ongoing and/or have a substantial likelihood of being
2 repeated.

3 101. Defendants' unfair or deceptive acts occurred in trade or commerce.

4 102. As a direct and proximate result of Defendants' unfair acts and practices,
5 Plaintiff and Class members suffered injury in fact.

6 103. As a result of Defendants' conduct, Plaintiff and members of the Class have
7 suffered actual damages, including the monies they overpaid to purchase Whirlpool Plans.

8 104. Plaintiff and Class members are entitled to actual damages; treble damages
9 pursuant to RCW 19.86.090; costs of suit, including reasonable attorneys' fees; and such
10 further relief as the Court may deem proper.

11
12 **COUNT TWO**

13 **Breach of Contract**

14 **(On behalf of Plaintiff and the Class)**

15 105. Plaintiff incorporates the foregoing paragraphs as though fully set forth herein.

16 106. Plaintiff entered into a Service Contract with AIGWG.

17 107. On information and belief, Whirlpool is a party to Plaintiff's Service Contract
18 because it was acting as the Administrator of the Service Contract at the times that Plaintiff
19 submitted claims pursuant to her Service Contract. As Administrator, Whirlpool had a duty
20 to ensure that Plaintiff received the coverage benefits she was entitled to receive under the
21 Service Contract.

22 108. Plaintiff performed in compliance with all material terms of the Service
23 Contract.

24 109. Section 1 of the Service Contract states, in part, "We will furnish labor, parts,
25 and/or replacement equipment (or pay for same) necessary to repair operational or
26

1 mechanical breakdowns of the Product(s) listed on the Certificate of Coverage[.]” The use
2 of the plural word “breakdowns” indicates that, absent some other contractual provision
3 modifying that promise, the contract entitles the plan purchaser to multiple
4 repairs/replacements.

5 110. Section 10 of the Service Contract states that after Defendants authorize a
6 claim, at their option, they will “complete the lesser of (a) the repair of Your Product with
7 new or refurbished parts, or (b) Exchange or Buyout Your Product as provided in Section
8 20.”

9 111. Once Defendants authorized Plaintiff’s September 2022 claim, they were
10 obligated to resolve it using one of the resolutions identified in Sections 1 and 10 of her
11 Service Contract.

12 112. Defendants did not resolve Plaintiff’s September 2022 claim with a repair
13 because they neither “repair[ed]/replace[d]” her appliance nor (“pa[id] for the same”).

14 113. Defendants also did not resolve Plaintiff’s claim with a replacement.

15 114. Finally, Defendants did not resolve Plaintiff’s September 2022 claim with the
16 lesser of a “repair” or an “Exchange or Buyout” as provided under Section 10 of the Service
17 Contract.

18 115. Therefore, Defendants did not provide resolve Plaintiff’s September 2022
19 claim with any of the resolutions required under Section 1 and Section 10 of her Service
20 Contract. Because of Defendants’ breach of these contract provisions, Plaintiff did not
21 receive any of the contractual benefits she was entitled to for her September 2022 claim.

22 116. When Plaintiff filed an unrelated claim in February 2023, Defendants
23 authorized that claim as well, thereby triggering additional obligations under Sections 1 and
24 10 of the Service Contract to resolve this new claim.

25 117. At the time Defendants resolved Plaintiff’s February 2023 claim pursuant to
26

1 the terms of the Service Contract, the claim benefits Plaintiff was entitled to for her
2 September 2022 claim had not been provided to Plaintiff.

3 118. Nor did Plaintiff receive any benefits for her September 2022 claim after her
4 February 2023 claim was resolved.

5 119. Defendants authorized two separate claims. Each of these authorizations
6 triggered an obligation for Defendants to provide plan benefits to Plaintiff. Plaintiff was
7 harmed as a result of not receiving any benefits for one of her authorized claims. She is
8 entitled to recover the value of the repair services that she did not receive despite and to
9 other damages according to proof.

10
11 **COUNT THREE**

12 **Breach of Implied Covenant of Good Faith and Fair Dealing**

13 **(On behalf of Plaintiff and the Class)**

14 120. Plaintiff incorporates the foregoing paragraphs as though fully set forth herein.

15 121. “There is in every contract an implied duty of good faith and fair dealing. This
16 duty obligates the parties to cooperate with each other so that each may obtain the full
17 benefit of performance.” *Badgett v. Sec. State Bank*, 116 Wash. 2d 563, 569 (1991).

18 122. Plaintiff’s Service Contract is a contract of adhesion that is drafted by
19 Defendants and offered to consumers on a take-or-leave basis.

20 123. In this Service Contract, Defendants have reserved for themselves complete
21 discretion to resolve Plaintiff’s claims by repairing, replacing, or buying out Plaintiff’s
22 appliance.

23 124. In deciding whether to resolve a claim through a repair, a replacement, or a
24 buyout, Defendants had a duty to ensure that the claim resolution mechanism they selected
25 did not deprive Plaintiff of the full benefit of the performance she is entitled to under the
26

1 Service Contract.

2 125. Defendants breached this duty of good faith and fair dealing by choosing to
3 resolve Plaintiff's 2022 claim with a repair when they knew that they had no repair
4 technicians in their network and, therefore, they could not fulfill their contractual
5 obligations if they chose a repair as the means by which Plaintiff's claim would be resolved.

6 126. Both the replacement and the buyout option were means that were available to
7 Defendants at the time and would have allowed them to perform their obligations under the
8 Service Contract.

9 127. By insisting that Plaintiff should wait for the claim resolution that was not
10 available to her and then never providing this benefit to her even though the other two claim
11 benefits (repairs and buyouts) were available, Defendants deprived Plaintiff from receiving
12 the benefits of the parties' contract. In doing so, they abused the discretion they reserved for
13 themselves under the Service Contract.

14
15 **VII. PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff, individually, and on behalf of herself and all others similarly
17 situated, respectfully request the Court enter an order:

- 18 a. Certifying the proposed Class as requested herein;
19 b. Appointing Plaintiff as Class Representative and the undersigned
20 counsel as Class Counsel;
21 c. Finding that Defendants engaged in unlawful conduct as alleged herein;
22 d. Awarding Plaintiff and Class Members appropriate monetary relief,
23 including damages and punitive damages;
24 e. Awarding Plaintiff and Class Members pre-judgment and post-
25 judgment interest on all amounts awarded;
26

- 1 f. Awarding Plaintiff and Class Members reasonable attorneys' fees,
2 costs, and expenses;
3 g. Requiring Defendants to pay the costs involved in notifying the Class
4 members about the judgment and administering the claims process; *and*
5 h. Granting such other relief as the Court deems just and proper.

6 **JURY DEMAND**

7 Plaintiff demands a trial by jury on all issues so triable.

8 Dated this 2nd day of October, 2024

9
10 /s/ Evan E. Sumer

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