

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

STEVEN WENZEL,
on behalf of himself and on behalf of all
others similarly situated,

Plaintiff,

vs.

SAMSUNG ELECTRONICS AMERICA,
INC.,

Defendant.

Civil Action No.

(The Circuit Court of the
Thirteenth Judicial Circuit in and
for Hillsborough County,
Florida, Case No. 22-CA-
007502)

NOTICE OF REMOVAL

Defendant, Samsung Electronics America, Inc. (“Samsung” or “Defendant”), hereby removes the above-entitled action from the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida to the United States District Court for the Middle District of Florida, Tampa Division, pursuant to 28 U.S.C. §§ 1446, 1453, and the Class Action Fairness Act of 2005, 28 U.S.C. § 1711, *et seq.* (“CAFA”). In support thereof, Samsung states as follows:

I. INTRODUCTION

1. On September 4, 2022, Plaintiff Steven Wenzel (“Wenzel” or “Plaintiff”) filed this lawsuit in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, styled as *Steven Wenzel v. Samsung Electronics America, Inc.*, Case No. 22-CA-007502 (the “State Action”). Plaintiff served the State Action Complaint (“SAC”) on Samsung on September 14, 2022. The SAC asserts three claims for: (1) negligence; (2) negligence per se; and (3) declaratory and injunctive relief. Each of Plaintiff’s claims arises out of a data security incident that Samsung announced on September 2, 2022 (the “Security Incident”).

2. On behalf of himself and the putative class, Plaintiff seeks, among other things, actual damages, punitive damages, statutory damages, injunctive relief, and attorneys’ fees. SAC at 25.

3. As shown below, the State Action is removable to this Court because all procedural requirements for removal are satisfied, and this Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d).

II. SAMSUNG HAS SATISFIED THE PROCEDURAL REQUIREMENTS FOR REMOVAL

4. Pursuant to 28 U.S.C. § 1446(b), the “notice of removal of a civil action or proceeding shall be filed within thirty days after the receipt by the defendant, through service or otherwise, of a copy of the initial pleading setting forth the claim

for relief upon which such action or proceeding is based.” As stated above, Plaintiff served the SAC on Samsung on September 14, 2022. Thus, Samsung’s Notice of Removal is timely because it is filed within 30 days of that date. *Murphy Bros. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344 (1999).

5. Venue lies in the United States District Court for the Middle District of Florida because Plaintiff filed the State Action in this District. *See* 28 U.S.C. § 1441(a) (mandating venue for removal actions).

6. Pursuant to 28 U.S.C. § 1446(a) and Local Rule 1.06(b), a copy of all process, pleadings, and orders served on Samsung, as well as copies of each paper docketed in the state court, are concurrently filed and attached here to as **Exhibit A**.

7. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being served on counsel for Plaintiff and a copy is being filed with the Clerk of the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida.

III. REMOVAL IS PROPER BECAUSE THIS COURT HAS SUBJECT MATTER JURISDICTION UNDER CAFA

8. The State Action is a civil action over which this Court has original jurisdiction pursuant to CAFA. Under CAFA, federal courts have original jurisdiction over a class action if: (1) it involves 100 or more putative class members; (2) any class member is a citizen of a state different from any defendant; and (3) the aggregated amount in controversy exceeds \$5,000,000, exclusive of interest and costs. *See* 28 U.S.C. § 1332(d). The State Action meets those requirements.

9. To remove a case under CAFA, a defendant need only “file in the federal forum a notice of removal ‘containing a short and plain statement of the grounds for removal’”—*i.e.*, the same liberal pleading standard required by Federal Rule of Civil Procedure 8(a), requiring only plausible allegations as to the basis for removal. *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 87 (2014) (quoting 28 U.S.C. § 1446(a)). Samsung easily meets that standard.

10. As set forth below, this is a putative class action in which, as alleged: (1) there are more than 100 members in Plaintiff’s proposed class; (2) Plaintiff and the members of the putative class have a different citizenship than Samsung; and (3) the claims of the proposed class members exceed the sum or value of \$5,000,000 in the aggregate, exclusive of interests and costs. Accordingly, this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d).

A. The State Action is a “Class Action” Under CAFA

11. CAFA defines a “class action” as “any civil action filed under Rule 23 of the Federal Rules of Civil Procedure or similar State statute or rule or judicial procedure authorizing an action to be brought by 1 or more representative persons as a class action.” 26 U.S.C. § 1332(d)(1)(B).

12. Here, the SAC is styled as a “Class Action Complaint” (SAC at 1); Plaintiff specifically alleges that he is bringing the State Action on behalf of himself and a putative nationwide class of consumers allegedly affected by the Security Incident (*Id.* ¶ 9); he contends that a class action in this case would be “superior to any other available means for the fair and efficient adjudication of the controversy” (*Id.* ¶ 59); and he seeks an order certifying this action as a class action pursuant to Florida Rules of Civil Procedure, designating Plaintiff as the representative of the Class, and appointing Plaintiff’s counsel as counsel for the Class (*Id.* at 25). Actions seeking class treatment in this manner are “class actions” under CAFA. *See MRI Assocs. of St. Pete v. Direct Gen. Ins. Co.*, 2013 WL 12155943, at *4 n.9 (M.D. Fla. June 17, 2013) (finding that a “class action” for purposes of CAFA “includes any action filed under Rule 23, Federal Rules of Civil Procedure, or similar state statute or rule of judicial procedure that authorizes one or more representative persons to bring a class action, such as Rule 1.220, Florida Rules of Civil Procedure”) (citing 28 U.S.C. § 1332(d)(1)(B)).

B. The Putative Class Consists of More than 100 Members

13. Plaintiff seeks to represent a nationwide class defined as: “All residents of the United States whose Personal Information was contained in the publicly-accessible database and compromised as a result of the Data Breach.” SAC ¶ 54.

14. The putative class consists of more than 100 individuals. Indeed, Plaintiff alleges that the putative class is comprised of “[a]ll residents of the United States” who were allegedly affected by the Security Incident. *Id.* Moreover, Plaintiff bases his claims on a notice Samsung sent to customers potentially impacted by the Security Incident. *Id.* ¶ 18. Samsung avers that it sent such notices to more than 10 million individuals nationwide. Accordingly, the requirement of 100 or more class members is met.

C. Minimal Diversity Exists

15. Under CAFA’s “minimal diversity” requirement, a “federal court may exercise jurisdiction over a class action if ‘any member of a class of plaintiffs is a citizen of a State different from any defendant.’” *Mississippi ex rel. Hood v. AU Optronics Corp.*, 571 U.S. 161, 165 (2014) (quoting 28 U.S.C. § 1332(d)(2)(A)); *Wiand v. Stoel Rives LLP*, 2016 WL 8931304, at *2 (M.D. Fla. Dec. 27, 2016).

16. Under CAFA, minimal diversity exists if any member of the proposed class is a citizen of a State other than New York or New Jersey. 28 U.S.C. §

1332(d)(2)(A), (d)(2)(B); *Mississippi ex rel. Hood*, 571 U.S. at 165; *Wiand*, 2016 WL 8931304, at *2. CAFA’s minimal diversity requirement is readily satisfied here.

17. Samsung avers that it is a New York corporation that has its principal place of business in New Jersey. Samsung, therefore, is a citizen of both New York and New Jersey for removal purposes. *Hertz Corp. v. Friend*, 559 U.S. 77, 80–81 (2010); 28 U.S.C. § 1332(c)(1).

18. Samsung further avers that Plaintiff is a Florida citizen, thereby making him diverse from Samsung. Indeed, Plaintiff claims he “is a resident of Hillsborough County, Florida.” SAC ¶ 15. Accordingly, at least one member of the proposed class is a citizen of a State other than New York or New Jersey. Minimal diversity exists.

D. The Amount-in-Controversy Requirement is Satisfied

19. To establish CAFA’s amount-in-controversy requirement, Samsung “need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold” of \$5 million. *Dart Cherokee*, 574 U.S. at 89.

20. Although Samsung denies Plaintiff or any putative class member suffered any cognizable injury as a result of the Security Incident, Plaintiff asserts causes of action for, among other things, negligence and negligence per se. SAC ¶¶ 62–96. In connection with these causes of action, Plaintiff seeks damages for the “costs for credit monitoring services” and “purchasing credit monitoring and identity theft protection services” on behalf of a nationwide class consisting of “[a]ll

residents of the United States” who were allegedly affected by the Security Incident. *Id.* ¶¶ 52, 54. Given the average cost per person for credit monitoring and identity theft protection services exceeds \$5 annually,¹ the amount in controversy plainly exceeds \$5 million. And that does not even include the other compensatory damages alleged by Plaintiff. *See id.* ¶ 52 (listing, among other things, injury flowing from potential fraud and identity theft, loss of privacy, and out-of-pocket expenses). Nor does it include the punitive damages, statutory damages, restitution, and attorneys’ fees also sought by Plaintiff. *Id.* at 25. By all counts, CAFA’s \$5 million amount-in-controversy requirement is satisfied.

IV. CONCLUSION

WHEREFORE, Samsung respectfully removes the State Action to this Court pursuant to 28 U.S.C. § 1441(b).

¹ *See* Jeff Kinney & Kristen Hampshire, Best Identity Theft Protection Services of 2022, US News & World Report (Sept. 16, 2022 (9:00 AM)), <https://www.usnews.com/360-reviews/privacy/identity-theft-protection> (noting that the cost of recommended identity theft protection services ranges from \$9.99 to \$50 a month).

Respectfully Submitted,

Dated: October 10, 2022

/s/ John J. Delionado

John J. Delionado

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*Attorney for Defendant Samsung
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CERTIFICATE OF SERVICE

I hereby certify that on October 10, 2022, I caused a copy of the foregoing to be served by e-mail and first class U.S. Mail, postage prepaid, on counsel for Plaintiff:

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Dated: October 10, 2022

/s/ John J. Delionado
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EXHIBIT A-1

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION**

**STEVEN WENZEL, on behalf of
himself and on behalf of all others
similarly situated,**

Plaintiff,

v.

CASE NO.:

**SAMSUNG ELECTRONICS
AMERICA, INC.,**

Defendant.

_____ /

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Named Plaintiff, Steven Wenzel (“Plaintiff”), by and through undersigned counsel, and on behalf of himself, the Putative Class set forth below, brings the following Class Action as of right against Defendant, Samsung Electronics America, In. (“Defendant”).

NATURE OF THE CASE

1. Plaintiff brings this action, individually and on behalf of all others similarly situated whose personal and non-public information, including name, contact and demographic information, date of birth, and product registration information were compromised in a massive security breach of Defendant’s computer servers that was allegedly discovered on August 4, 2022 (the “Data Breach”), but not disclosed by Defendant until September 2, 2022.

2. As alleged herein, Defendant’s failure to implement or maintain adequate data security measures for personal information directly and proximately caused injuries to Plaintiff and the Class.

3. Defendant failed to take reasonable steps to employ adequate security measures or to properly protect sensitive Personally Identifiable Information (“Personal Information” or “PII”) despite well-publicized data breaches at large national retail and restaurant chains in recent years, including Arby’s, Wendy’s, Target, Chipotle, Home Depot, Sally Beauty, Harbor Freight Tools, P.F. Chang’s, Dairy Queen, and Kmart.

4. Despite these numerous and high-profile data breaches including the recent high-profile hack of credit bureau Equifax that exposed the personal data of hundreds of millions of Americans, and the ever-evolving hack of Facebook’s user data and information, Defendant failed to implement basic security measures such as a firewall, encryption, and other standard data management practices to prevent unauthorized access to this information.

5. As has been revealed in these recent high profile data breaches, hackers and other nefarious actors use this information to engage in social engineering and other tactics to gain access to financial and other valuable accounts; financial institutions and other organizations routinely verify a user’s identity with these details to reset passwords, change mailing addresses, and otherwise permit someone to access and change details of their accounts.

6. Citizens from across the United States have suffered real and imminent harm as a direct consequence of Defendant’s conduct, which includes: (a) refusing to take adequate and reasonable measures to ensure its data systems, as well as the data stored therein, were protected; (b) refusing to take available steps to prevent the breach from happening; (c) failing to disclose to its customers the material facts that it did not have adequate computer systems and security practices to safeguard Personal Information; and (d) failing to provide timely and adequate notice of the data breach.

7. The Data Breach was the inevitable result of Defendant's inadequate data security measures and cavalier approach to data security. Despite the well-publicized and ever-growing threat of security breaches involving payment card networks and systems, and despite the fact that these types of data breaches were and are occurring across retail and hospitality industries, Defendant failed to ensure that it maintained adequate data security measures causing Plaintiff Personal Information to be stolen.

8. As a direct and proximate consequence of Defendant's negligence, a massive amount of customer information was stolen from Defendant. Upon information and belief, Defendant's Data Breach compromised the Personal Information of thousands (if not more) of Defendant's customers and former employees. Victims of the Data Breach have had their Personal Information compromised, had their privacy rights violated, been exposed to the increased risk of fraud and identity theft, lost control over their personal and financial information, and otherwise been injured.

9. As such, Plaintiff, individually and on behalf of the members of the Class he seeks to represent, brings this action against Defendant. Plaintiff asserts claims for himself and on behalf of a nationwide class of consumers for Defendant's negligence and negligence *per se*. Plaintiff seeks monetary damages, declaratory and injunctive relief, and fees and costs.

JURISDICTION AND VENUE

10. This is an action for damages in excess of \$30,000.00, exclusive of interest, fees, and costs, for Defendant's failure to safeguard Plaintiff's, and the putative class defined herein, Personal Information.

11. Venue is proper in Hillsborough County, Florida, because the events giving rise to these claims as to the Named Plaintiff arose in this County.

12. This Court has personal jurisdiction over Defendant under the Florida Long Arm Jurisdiction Act, Fla. Stat. Section 48.193.

13. Furthermore, this Court's exercise of personal jurisdiction over Defendant is constitutionally sound. Through its operations in Tampa, Florida, in Hillsborough County, Defendant has established sufficient minimum contacts with the State of Florida to make it reasonably foreseeable that Defendant could be sued in Florida. Defendant will suffer no unfair prejudice from the exercise of this Court's personal jurisdiction, which serves the interests of justice in this case.

14. Plaintiff resides in Tampa, Florida, and purchased a Samsung electronic device (a Samsung television) in Tampa, Florida. A substantial part of Plaintiff's claims arose in Tampa, Florida, where Defendant regularly conducts business.

PARTIES

15. Plaintiff is a resident of Hillsborough County, Florida. Plaintiff is a customer of Defendant as a result of Samsung TV he purchased within the class period. Additionally, Plaintiff's Personal Information was exposed in the Data Breach, as evidenced by Exhibit A, a copy of the Data Breach notice sent out by Defendant.

16. Defendant Samsung Electronics is a South Korean-based company that operates the largest smartphone and television manufacturer in the world.

17. Defendant is headquartered in South Korea, but has a United States headquarters located in San Jose, California. However, Defendant does substantial business in Florida, including in Tampa, Florida which lies in Hillsborough County and within the jurisdiction of this Court.

FACTUAL ALLEGATIONS
Defendant's Data Breach

18. On September 2, 2022, Plaintiff received notification from Defendant information him, "Samsung recently discovered a cybersecurity incident that affected some of your information. In late July 2022, an unauthorized third party acquired information from some of Samsung's U.S. systems. On or around August 4, 2022, we determined through our ongoing investigation that personal information of certain customers was affected." (Exhibit A).

19. A copy of the September 2, 2022, notification letter from Defendant to Plaintiff is attached hereto as Exhibit A.

20. Remarkably, this is the second data breach Defendant's customers were subjected to just this year, making Samsung's inactions, negligence, and overall abject failure to protect customer information from the July of 2022 Data Breach even more egregious.

21. More specifically, in March 2022, Samsung disclosed the first breach "after it was hit by an attack conducted by the data extortion group Lapsus\$. Threat actors had access to internal company data, including the source code of Galaxy models. The Lapsus\$ gang claimed to have stolen a huge trove of sensitive data from Samsung Electronics and leaked 190GB of alleged Samsung data as proof of the hack. The gang announced the availability of the sample data on its Telegram channel and shared a Torrent file to download it. They also shared an image of the source code included in the stolen data." <https://securityaffairs.co/wordpress/135241/data-breach/samsung-second-data-breach-2022.html>, last accessed September 4, 2022.

22. Plaintiff and putative class members whom he seeks to represent had their personal and very private information invaded by the "unauthorized individual(s)" referenced in Defendant's September 2, 2022 e-mail, including but not limited to their names, contact and demographic information, and even dates of birth. This information should have been protected

from invasion, but Defendant's deficient data-security program allowed this information to be invaded injuring Plaintiff and the putative class members whom he seeks to represent.

23. The law of negligence provides standards for determining whether an act or practice is unfair, so a person, partnership, or corporation -- like Defendant here -- that negligently infringes a consumer interest protected against unintentional invasion may be held accountable.

Industry Standards Regarding the Protection of Personal Information

24. Defendant knew of its obligation to take reasonable measures to protect the Personal Information it held in its databases. For example, Defendant's databases were previously breached in March of 2022, yet Defendant failed to take appropriate remedial action.

25. Additionally, Defendant was well-aware of the likelihood and repercussions of cyber security threats, including data breaches, having observed numerous other well-publicized data breaches involving major corporations over the last few years alone—including Equifax and Facebook— as well as the numerous other similar data breaches preceding those blockbuster breaches.

26. In September 2015, credit reporting agency Experian acknowledged that an unauthorized party accessed one of its servers containing the names, addresses, dates of birth, driver's license, and additional Personal Information of more than 15 million consumers over a period of two years.

27. In March 2018, numerous media and news outlets broke blockbuster stories concerning Cambridge Analytica's exfiltration of user data from Facebook's platform.

28. Following the Equifax data breach, Senator Elizabeth Warren commissioned an investigation and, in February 2018, Senator Warren's office released the results of the 5-month investigation, setting forth a number of findings regarding Equifax's data breach, including the

inadequate data security practices that contributed to the data breach (the “Warren Report”). Senator Warren’s investigation revealed that the Equifax data breach was made possible because Equifax adopted weak cyber security measures that failed to protect consumer data and information falling within the Personal Information at issue in this Class Action.

29. Senator Warren consulted with industry experts, and the Warren Report concluded that companies that hold large amounts of sensitive data—including Personal Information at issue here—should have multiple layers of cyber security, including: (a) frequently updated tools to prevent hackers from breaching their systems; (b) controls that limit hackers’ ability to move throughout their systems in the event of an initial breach; (c) restrictions on hackers’ ability to access sensitive data in the event of an initial breach; and (d) procedures to monitor and log all unauthorized access in order to stop the intrusion as quickly as possible.

30. Much like Defendant, Senator Warren warned that “Despite collecting data on hundreds of millions of Americans without their permission, Equifax failed to fully and effectively adopt any of these four security measures.”

31. Other cyber security analysts also found additional failures in Equifax’s security measures, including failure to make use of firewalls that serve as a second line of defense.

32. Despite these well-publicized Senate and other expert reports, Defendant failed to heed the recommendations, and inexplicably left its server—and the Personal Information which rested thereon—vulnerable and available to even the most basic cyberattack.

33. The information contained in the unsecured database subject to this Data Breach included people’s names and social security numbers.

34. This Personal Information was compromised due to Defendant’s acts and omissions, as well as its failures to properly protect and secure the Personal Information, despite

being aware of recent data breaches impacting other information and data gatherers, including Facebook, Equifax, and other prominent companies.

35. In addition to Defendant's failure to prevent the Data Breach, Defendant also failed to detect the Data Breach and realize this Personal Information remained publicly accessible and unencrypted for weeks, if not longer.

36. Hackers and other nefarious actors, therefore, had weeks—if not longer—to collect this Personal Information unabated. During this time, Defendant failed to recognize the failure to protect this Personal Information. Timely action by Defendant likely would have significantly reduced the consequences of the Data Breach. Instead, Defendant took time to realize this Personal Information remained public and unsecured and, thus, contributed to the scale of the Data Breach and the resulting damages.

37. The Data Breach occurred because Defendant failed to implement adequate data security measures to protect its database and computer systems from the potential dangers of a data breach, and failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the Personal Information compromised in the Data Breach.

38. The Data Breach was caused and enabled by Defendant's knowing violation of its obligations to abide by best practices and industry standards in protecting Personal Information.

The Defendant Data Breach Caused Harm and Will Result in Additional Fraud

39. Without detailed disclosure to the unknown number of affected people, including Plaintiff, the Nationwide Class members, these people have been left exposed, unknowingly and unwittingly, for months to continued misuse and ongoing risk of misuse of their Personal Information without being able to take necessary precautions to prevent imminent harm.

40. The ramifications of Defendant's failures to keep Plaintiff's, the Nationwide Class members' Personal Information secure are severe.

41. The FTC defines identity theft as "a fraud committed or attempted using the identifying information of another person without authority." The FTC describes "identifying information" as "any name or number that may be used, alone or in conjunction with any other information, to identify a specific person."¹⁸

42. Personal Information is a valuable commodity to identity thieves once the information has been compromised. As the FTC recognizes, once identity thieves have Personal Information, "they can drain your bank account, run up your credit cards, open new utility accounts, or get medical treatment on your health insurance."

43. Identity thieves can use personal information, such as that of Plaintiff, the other Nationwide Class members, which Defendant failed to keep secure, to perpetrate a variety of crimes that harm victims. For instance, identity thieves may commit various types of government fraud such as: immigration fraud; obtaining a driver's license or identification card in the victim's name but with another's picture; using the victim's Personal Information to obtain government benefits; or filing a fraudulent tax return using the victim's Personal Information to obtain a fraudulent refund.

44. Reimbursing a consumer for a financial loss due to fraud does not make that individual whole again. On the contrary, identity theft victims must spend numerous hours and their own money repairing the impact to their credit. After conducting a study, the Department of Justice's Bureau of Justice Statistics ("BJS") found that identity theft victims "reported spending an average of about 7 hours clearing up the issues" and resolving the consequences of fraud in 2014

45. There may be a time lag between when harm occurs versus when it is discovered, and also between when Personal Information is stolen and when it is used. According to the U.S. Government Accountability Office (“GAO”), which conducted a study regarding data breaches:

[L]aw enforcement officials told us that in some cases, stolen data may be held for up to a year or more before being used to commit identity theft. Further, once stolen data have been sold or posted on the Web, fraudulent use of that information may continue for years. As a result, studies that attempt to measure the harm resulting from data breaches cannot necessarily rule out all future harm.

46. Thus, Plaintiff, the other Nationwide Class members now face years of constant surveillance of their financial and personal records, monitoring, and loss of rights. The Nationwide Class Members are incurring and will continue to incur such damages in addition to any fraudulent credit and debit card charges incurred by them and the resulting loss of use of their credit and access to funds, whether or not such charges are ultimately reimbursed by the credit card companies.

Plaintiff and the other Nationwide Class Members Suffered Damages

47. Plaintiff, the other Nationwide Class members’ Personal Information is private and sensitive in nature, and was left inadequately protected, if not completely unprotected, by Defendant. Defendant did not obtain Plaintiff, the other Nationwide Class members’ consent to disclose their Personal Information to any other person or entity, as required by applicable law and industry standards.

48. The Data Breach was a direct and proximate result of Defendant’s failure to properly safeguard and protect Plaintiff, the other Nationwide Class members’ Personal Information from unauthorized access, use, and disclosure, as required by various state and federal regulations, industry practices, and the common law, including Defendant’s failure to establish and implement appropriate administrative, technical, and physical safeguards to ensure the security

and confidentiality of Plaintiff, the other Nationwide Class members' Personal Information to protect against reasonably foreseeable threats to the security or integrity of such information.

49. Defendant had the resources to prevent a breach, but neglected to adequately invest in data security, despite the growing number of Personal Information exfiltrations, as well as several years of well-publicized data breaches.

50. Had Defendant remedied the deficiencies in its database and computer systems, followed industry guidelines, and adopted security measures recommended by experts in the field, Defendant would not have placed the Personal Information unencrypted on a public server, and instead would have prevented the dissemination of Personal Information and, ultimately, the theft of users' Personal Information.

51. As a direct and proximate result of Defendant's wrongful actions and inaction and the resulting Data Breach, Plaintiff, the other Nationwide Class members have been placed at an imminent, immediate, and continuing increased risk of harm from identity theft and identity fraud, requiring them to take the time which they otherwise would have dedicated to other life demands such as work and effort to mitigate the actual and potential impact of the Data Breach on their lives including, inter alia, by placing "freezes" and "alerts" with credit reporting agencies, contacting their financial institutions, closing or modifying financial accounts, closely reviewing and monitoring their credit reports and accounts for unauthorized activity, changing the information used to verify their identity to information not subject to this Data Breach, and filing police reports. This time has been lost forever and cannot be recaptured. In all manners of life in this country, time has constantly been recognized as compensable, for many consumers it is the way they are compensated, and even if retired from the work force, consumers should be free of having to deal with the consequences of a company's slippage, as is the case here.

52. Defendant's wrongful actions and inaction directly and proximately caused the theft and dissemination into the public domain of Plaintiff, the other Nationwide Class members' Personal Information, causing them to suffer, and continue to suffer, economic damages and other actual harm for which they are entitled to compensation, including:

- (a) theft of their Personal Information and financial information;
- (b) costs for credit monitoring services;
- (c) unauthorized charges on their debit and credit card accounts; the imminent and certainly impending injury flowing from potential fraud and identity theft posed by their credit/debit card and Personal Information being placed in the hands of criminals and already misused via the sale of Plaintiff and Class members' Personal Information on the Internet black market;
- (d) the untimely and inadequate notification of the Data Breach;
- (e) the improper disclosure of their Customer Data;
- (f) loss of privacy;
- (g) ascertainable losses in the form of out-of-pocket expenses and the value of
- (h) their time reasonably incurred to remedy or mitigate the effects of the Data Breach;
- (i) ascertainable losses in the form of deprivation of the value of their Personal Information, for which there is a well-established national and international market;
- (j) ascertainable losses in the form of the loss of cash back or other benefits as a result of their inability to use certain accounts and cards affected by the Data Breach;
- (k) loss of use of, and access to, their account funds and costs associated with the inability to obtain money from their accounts or being limited in the amount of money they were permitted to obtain from their accounts, including missed payments on bills and loans, late charges and fees, and adverse effects on their credit including adverse credit notations; and,
- (l) the loss of productivity and value of their time spent to address, attempt to ameliorate, mitigate, and deal with the actual and future consequences of the Data Breach, including finding fraudulent charges, cancelling and reissuing cards, purchasing credit monitoring and identity theft protection services, imposition of withdrawal and purchase limits on compromised

accounts, changing the information used to verify their identity to information not subject to this Data Breach, and the stress, nuisance and annoyance of dealing with all such issues resulting from the Data Breach.

53. Although the Personal Information of Plaintiff, the other Nationwide Class Members has been stolen, Defendant continues to hold Personal Information of the affected individuals, including Plaintiff's, the other Nationwide Class members'. Particularly, because Defendant has demonstrated an inability to prevent a data breach or stop it from continuing—even after being detected and informed of the impermissible dissemination—Plaintiff, the other Nationwide Class members, have an undeniable interest in ensuring their Personal Information is secure, remains secure, is properly and promptly destroyed, and is not subject to further disclosure and theft.

CLASS ALLEGATIONS

54. Pursuant to the Florida Rules of Civil Procedure, Plaintiff asserts that common law claims against Defendant for negligence, negligence *per se*, declaratory and injunctive relief on behalf of himself and the following nationwide class (“the Nationwide Class” or the “Class”):

NATIONWIDE CLASS: All residents of the United States whose Personal Information was contained in the publicly-accessible database and compromised as a result of the Data Breach.

55. **Numerosity:** The members of the Nationwide Class are so numerous and geographically dispersed that individual joinder of all Nationwide Class is impracticable. Plaintiff is informed and believes—based on the size of the exposed database—that there are possibly hundreds of thousands of affected persons

56. Those individuals' names and addresses are available from Defendant's records, and Nationwide Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

57. **Typicality**: Plaintiff's claims are typical of the other Nationwide Class members' claims because Plaintiff and the other Nationwide Class members were subjected to the same allegedly unlawful conduct and damaged in the same way.

58. **Adequacy**: Plaintiff is an adequate class representatives because his interests do not conflict with the interests of the other Nationwide Class members who he seeks to represent, Plaintiff has retained counsel competent and experienced in complex class action litigation, and Plaintiff intends to prosecute this action vigorously. The Nationwide Class Members' interests will be fairly and adequately protected by Plaintiff's and her counsel.

59. **Superiority**: A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiff and the other Nationwide Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendant, so it would be impracticable for Nationwide Class members to individually seek redress for Defendant's wrongful conduct. Even if the Nationwide Class members could afford litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

60. **Commonality and Predominance**: This action involves common questions of law and fact, which predominate over any questions affecting individual class members, including, without limitation:

- (a) Whether Defendant knew or should have known that its database, and the Personal Information stored thereon, was publicly-accessible;
- (b) Whether Defendant knew or should have known that its database, and the Personal Information stored thereon, was unencrypted;
- (c) Whether Defendant failed to take adequate and reasonable measures to ensure the database was protected;
- (d) Whether Defendant failed to take available steps to prevent and stop the Data Breach from happening;
- (e) Whether Defendant failed to disclose the material facts that it did not have adequate computer systems and security practices to safeguard the Personal Information;
- (f) Whether Defendant failed to provide timely and adequate notice of the Data Breach;
- (g) Whether Defendant owed a duty to Plaintiff and the other Nationwide Class Members to protect their Personal Information and to provide timely and accurate notice of the Data Breach to Plaintiff and the other Nationwide Class Members;
- (h) Whether Defendant breached its duties to protect the Personal Information of Plaintiff, the other Nationwide Class Members by failing to provide adequate data security and by failing to provide timely and accurate notice to Plaintiff, the other Nationwide Class members of the Data Breach;
- (i) Whether Defendant's conduct, including its failure to act, resulted in or was the proximate cause of the breach of its systems, resulting in the unauthorized access and/or theft of millions of consumers' Personal Information;
- (j) Whether Defendant's conduct renders it liable for negligence, negligence per se, and unjust enrichment;
- (k) Whether, as a result of Defendant's conduct, Plaintiff and the other Nationwide Class Members face a significant threat of harm and/or have already suffered harm, and, if so, the appropriate measure of damages to which they are entitled; and
- (l) Whether, as a result of Defendant's conduct, Plaintiff and the other Nationwide Class Members are entitled to injunctive, equitable, declaratory, and/or other relief, and, if so, the nature of such relief.

61. **Declaratory and Injunctive Relief:** The prosecution of separate actions by individual Nationwide Class members would create a risk of inconsistent or varying adjudications with respect to individual Nationwide Class members that would establish incompatible standards of conduct for Defendant. Such individual actions would create a risk of adjudications, which would be dispositive of the interests of other Nationwide Class members and impair their interests. Defendant has acted and/or refused to act on grounds generally applicable to the Nationwide Class, making final injunctive relief or corresponding declaratory relief appropriate.

COUNT I – NEGLIGENCE

(Asserted by Plaintiff, individually, and on behalf of the Nationwide Class)

62. Plaintiff, individually and on behalf of the other Nationwide Class members, repeats and realleges Paragraphs 1 through 64, as if fully alleged herein.

63. Defendant owed a duty to Plaintiff and the other Nationwide Class members to exercise reasonable care in obtaining, retaining, securing, safeguarding, deleting, and protecting their Personal Information in its possession from being compromised, lost, stolen, accessed, and misused by unauthorized persons. This duty included, among other things, designing, maintaining, and testing Defendant's security systems to ensure that Plaintiff's and the other Nationwide Class members' Personal Information in Defendant's possession was adequately secured and protected. Defendant further owed a duty to Plaintiff and the other Nationwide Class members to implement processes that would detect a breach of its security systems in a timely manner and to timely act upon warnings and alerts, including those generated by its own security systems.

64. Defendant owed a duty to Plaintiff and the other Nationwide Class members to provide security, including consistent with industry standards and requirements, to ensure that its computer systems and networks, and the personnel responsible for them, adequately protected the

Personal Information of Plaintiff and the other Nationwide Class about whom Defendant collected, maintained, and used such information.

65. Defendant owed a duty of care to Plaintiff and the other Nationwide Class and members because they were foreseeable and probable victims of any inadequate security practices. Defendant solicited, gathered, and stored the Personal Information provided by Plaintiff and the other Nationwide Class members to facilitate its products to customers. Defendant knew it inadequately safeguarded such information on its computer systems and knew or should have known that such information was publicly-accessible and not subject to any reasonable data security measures.

66. Defendant owed a duty of care to Plaintiff and the other Nationwide Class members under Fla. Stat. § 501.171, which requires that “[a] covered entity shall give notice to each individual in this state whose personal information was, or the covered entity reasonably believes to have been, accessed as a result of the breach. Notice to individuals shall be made as expeditiously as practicable and without unreasonable delay, taking into account the time necessary to allow the covered entity to determine the scope of the breach of security, to identify individuals affected by the breach, and to restore the reasonable integrity of the data system that was breached, but no later than 30 days after the determination of a breach or reason to believe a breach occurred....” Fla. Stat. § 501.171(4)(a). Defendant solicited, gathered, and stored the Personal Information provided by Plaintiff and the other Nationwide Class members to facilitate its products to customers. Defendant knew it inadequately safeguarded such information on its computer systems and knew or should have known that such information was publicly-accessible and not subject to any reasonable data security measures.

67. Upon information and belief, based on the attached September 2, 2022 notice indicating that on “around August 4, 2022, we determined through our ongoing investigation that personal information of certain customers was affected,” meaning Defendant likely had reason to believe a breach occurred prior August 4, 2022 (and, thus, waited longer than 30 days to inform Plaintiff and the class of the breach), Defendant violated Fla. Stat. § 501.171(4)(a) by waiting in excess of 30 days to notify Plaintiff and the class members of the data breach. (Emphasis added).

68. Defendant’s duty to use reasonable data security measures also arose under Section 5 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 45, which prohibits “unfair...practices in or affecting commerce,” including, as interpreted and enforced by the FTC, the unfair practice of failing to use reasonable measures to protect Personal Information by companies such as Defendant. Various FTC publications and data security breach orders further form the basis of Defendant’s duty. In addition, individual states have enacted statutes based upon the FTC Act that also create a duty.

69. Defendant knew that a breach of its systems would cause damages to Plaintiff and the other Nationwide Class members, and Defendant had a duty to adequately protect such sensitive Personal Information.

70. Defendant owed a duty to timely and accurately disclose to Plaintiff and the other Nationwide Class members that their Personal Information had been or was reasonably believed to have been compromised. Timely disclosure was required, appropriate, and necessary so that, among other things, Plaintiff and the other Nationwide Class members could take appropriate measures to cancel or change usernames and passwords on compromised accounts, change the information used to verify their identity to information not subject to this Data Breach, monitor their account information and credit reports for fraudulent activity, contact their banks or other financial

institutions that issue their credit or debit cards, obtain credit monitoring services and take other steps to mitigate or ameliorate the damages caused by Defendant's misconduct.

71. Defendant knew, or should have known, of the risks inherent in collecting and storing the Personal Information of Plaintiff and the other Nationwide Class and Subclass members, and of the critical importance of providing adequate security of that information.

72. Defendant's own conduct also created a foreseeable risk of harm to Plaintiff and the other Nationwide Class members. Defendant's misconduct included, but was not limited to, its failure to take the steps and opportunities to prevent and stop the Data Breach as set forth herein. Defendant's misconduct also included its decisions not to comply with industry standards for the safekeeping and maintenance of the Personal Information of Plaintiff and the other Nationwide Class members.

73. Defendant breached the duties it owed to Plaintiff and the other Nationwide Class members by failing to exercise reasonable care and implement adequate security systems, protocols, and practices sufficient to protect the Personal Information of Plaintiff and the other Nationwide Class members.

74. Defendant breached the duties it owed to Plaintiff and the other Nationwide Class members by failing to properly implement technical systems or security practices that could have prevented the dissemination and loss of the Personal Information at issue.

75. Defendant breached the duties it owed to Plaintiff and the other Nationwide Class members by failing to properly maintain their sensitive Personal Information. Given the risk involved and the amount of data at issue, Defendant's breach of its duties was entirely unreasonable.

76. Defendant breached its duties to timely and accurately disclose that Plaintiff's and the other Nationwide Class members' Personal Information in Defendant's possession had been or was reasonably believed to have been, stolen or compromised.

77. But for Defendant's wrongful and negligent breach of its duties owed to Plaintiff and the other Nationwide Class members, their Personal Information would not have been compromised.

78. The injury and harm suffered by Plaintiff and the other Nationwide Class and members, as set forth above, was the reasonably foreseeable result of Defendant's failure to exercise reasonable care in safeguarding and protecting Plaintiff's and the other Nationwide Class and members' Personal Information within Defendant's possession. Defendant knew or should have known that its systems and technologies for processing, securing, safeguarding and deleting Plaintiff's and the other Nationwide Class members' Personal Information were inadequate, publicly accessible, and vulnerable to being breached by hackers.

79. Plaintiff and the other Nationwide Class members suffered injuries and losses described herein as a direct and proximate result of Defendant's conduct resulting in the Data Breach, including Defendant's lack of adequate reasonable and industry standard security measures. Had Defendant implemented such adequate and reasonable security measures, Plaintiff and the other Nationwide Class members would not have suffered the injuries alleged, as the Data Breach would likely have not occurred. As a direct and proximate result of Defendant's negligent conduct, Plaintiff and the other Nationwide Class members have suffered injury and the significant risk of harm in the future, and are entitled to damages in an amount to be proven at trial.

COUNT II – NEGLIGENCE PER SE

(Asserted by Plaintiff, individually, and on behalf of the Nationwide Class)

80. Plaintiff, individually and on behalf of the other Nationwide Class members, repeats and realleges Paragraphs 1 through 64, as if fully alleged herein.

81. Section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45, prohibits “unfair...practices in or affecting commerce” including, as interpreted and enforced by the Federal Trade Commission (“FTC”), the unfair act or practice by companies—such as Defendant—of failing to use reasonable measures to protect Personal Information. Various FTC publications and orders also form the basis of Defendant’s duty.

82. Defendant violated Section 5 of the FTC Act (and similar state statutes) by failing to use reasonable measures to protect Personal Information and not complying with industry standards. Defendant’s conduct was particularly unreasonable given the nature and amount of Personal Information it obtained and stored and the foreseeable consequences of a data breach.

83. Defendant’s violation of Section 5 of the FTC Act (and similar state statutes) constitutes negligence per se.

84. The Nationwide Class members are within the class of persons Section 5 of the FTC Act (and similar state statutes) was intended to protect, as they are engaged in trade and commerce, and Defendant bears primary responsibility for reimbursing consumers for fraud losses. Plaintiff and absent class members are consumers.

85. Moreover, the harm that has occurred is the type of harm the FTC Act (and similar state statutes) was intended to guard against. Indeed, the FTC has pursued over fifty enforcement actions against businesses which, as a result of its failure to employ reasonable data security measures and avoid unfair and deceptive practices, caused the same harm suffered by Plaintiff, the Nationwide Class, and the alternative state specific class members.

86. As a direct and proximate result of Defendant's negligence per se, the Plaintiff, the Nationwide Class and the alternative state specific class members have suffered and continue to suffer injury, including but not limited to:

- (a) theft of their Personal Information and financial information;
- (b) costs for credit monitoring services;
- (c) unauthorized charges on their debit and credit card accounts;
- (d) the imminent and certainly impending injury flowing from potential fraud and identity theft posed by their credit/debit card and Personal Information being placed in the hands of criminals and already misused via the sale of Plaintiff's and Class members' Personal Information on the Internet black market;
- (e) the untimely and inadequate notification of the Data Breach;
- (f) the improper disclosure of their Customer Data;
- (g) loss of privacy;
- (h) ascertainable losses in the form of out-of-pocket expenses and the value of their time reasonably incurred to remedy or mitigate the effects of the Data Breach;
- (i) ascertainable losses in the form of deprivation of the value of their Personal Information, for which there is a well-established national and international market;
- (j) ascertainable losses in the form of the loss of cash back or other benefits as a result of their inability to use certain accounts and cards affected by the Data Breach;
- (k) loss of use of, and access to, their account funds and costs associated with the inability to obtain money from their accounts or being limited in the amount of money they were permitted to obtain from their accounts, including missed payments on bills and loans, late charges and fees, and adverse effects on their credit including adverse credit notations; and
- (l) the loss of productivity and value of their time spent to address, attempt to ameliorate, mitigate, and deal with the actual and future consequences of the Data Breach, including finding fraudulent charges, cancelling and reissuing cards, purchasing credit monitoring and identity theft protection services, imposition of withdrawal and purchase limits on compromised accounts, changing the information used to verify their identity to

information not subject to this Data Breach, and the stress, nuisance and annoyance of dealing with all such issues resulting from the Data Breach.

COUNT III – DECLARATORY AND INJUNCTIVE RELIEF
(Asserted by Plaintiff, individually, and on behalf of the Nationwide Class)

87. Plaintiff, individually and on behalf of the other Nationwide Class members, repeats and realleges Paragraphs 1 through 64, as if fully alleged herein.

88. Under the Declaratory Judgment Act, 28 U.S.C. §§ 2201 *et seq.*, this Court is authorized to enter a judgment declaring the rights and legal relations of the parties and grant further necessary relief. Furthermore, the Court has broad authority to restrain acts, such as here, which are tortious and which violate the terms of the federal and state statutes described in this Complaint.

89. An actual controversy has arisen in the wake of the Data Breach regarding Defendant's common law, statutory, and other duties to reasonably safeguard Plaintiff's, the other Nationwide Class members', and others' Personal Information and whether Defendant is currently maintaining data security measures adequate to protect Plaintiff, the other Nationwide Class members, and others from further data breaches that compromise their Personal Information. Plaintiff alleges that Defendant's data security measures were and remain inadequate. Furthermore, Plaintiff continues to suffer injury as a result of the compromise of their Personal Information, and remain at imminent risk that further compromises of his Personal Information will occur in the future.

90. Pursuant to its authority under the Declaratory Judgment Act, this Court should enter a judgment declaring, among other things, the following:

91. Defendant owed and continues to owe a legal duty to secure Plaintiff's, the other Nationwide Class members', and others' Personal Information, and to timely notify consumers of a data breach under the common law, Section 5 of the FTC Act, and various state statutes;

92. Defendant continues to breach its legal duties by failing to employ reasonable measures to secure Plaintiff's, the other Nationwide Class members', and others' Personal Information.

93. The Court also should issue corresponding injunctive relief requiring Defendant to employ adequate security protocols consistent with industry standards to protect Plaintiff's, the other Nationwide Class members', and others' Personal Information.

94. If an injunction is not issued, Plaintiff will suffer irreparable injury, and lack an adequate legal remedy, in the event of another data breach of Defendant's database and other computer systems. The risk of another such data breach is real, immediate, and substantial.

95. The hardship to Plaintiff if an injunction does not issue exceeds the hardship to Defendant if an injunction is issued. Among other things, if another massive data breach occurs at Defendant, Plaintiff will likely be subjected to substantial identify theft and other damage. On the other hand, the cost to Defendant of complying with an injunction by employing reasonable data security measures is relatively minimal, and Defendant has pre-existing legal obligations to employ such measures.

96. Issuance of the requested injunction will not disserve the public interest. To the contrary, such an injunction would benefit the public by preventing another data breach of Defendant's database, thus eliminating the additional injuries that would result to Plaintiff, the other Nationwide Class members, and others whose Personal Information would be further compromised.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the other Nationwide Class members, respectfully requests the Court enter judgment in his favor and against Defendant, as follows:

- (a) That the Court certify this action as a class action, proper and maintainable pursuant to the Florida Rules of Civil Procedure; declare that Plaintiff is a proper class representative; and appoint Plaintiff's attorneys as Class Counsel;
- (b) That the Court grant permanent injunctive relief to prohibit Defendant from continuing to engage in the unlawful acts, omissions, and practices described herein;
- (c) That the Court award Plaintiff and the other Nationwide Class Members actual, direct (where actual and direct damages are separate under the law), compensatory, consequential, and general damages in an amount to be determined at trial;
- (d) That the Court order disgorgement and restitution of all earnings, profits, compensation, and benefits Defendant received as a result of its unlawful acts, omissions, and practices;
- (e) That the Court award statutory damages, and punitive or exemplary damages, to the extent permitted by law;
- (f) That the unlawful acts alleged in this Complaint be adjudged and decreed to be negligent, negligent per se, and unjust enrichment;
- (g) That Plaintiff be granted the declaratory relief sought herein;
- (h) That the Court award to Plaintiff the costs and disbursements of the action, along with reasonable attorneys' fees, including fees and expenses;
- (i) That the Court award pre- and post-judgment interest at the maximum legal rate; and
- (j) That the Court grant all such other relief as it deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff and the Putative Class demand a trial by jury for all issues so triable.

Dated this 4th day of September, 2022.

Respectfully submitted,



BRANDON J. HILL

Florida Bar Number: 0037061

LUIS A. CABASSA

Florida Bar Number: 0053643

AMANDA E. HEYSTEK

Florida Bar Number: 0285020

WENZEL FENTON CABASSA, P.A.

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Attorneys for Plaintiff

EXHIBIT A

From: Samsung <samsung@innovations.samsungusa.com>
Date: September 2, 2022 at 1:05:27 PM EDT
To: "Steven G. Wenzel" [REDACTED]
Subject: An important notice regarding customer information
Reply-To: Samsung <noreply_samsung@sea.samsung.com>

SAMSUNG



Dear Valued Customer,

At Samsung, security is a top priority. We are reaching out to inform you that Samsung recently discovered a cybersecurity incident that affected some of your information.

In late July 2022, an unauthorized third party acquired information from some of Samsung's U.S. systems. On or around August 4, 2022, we determined through our ongoing investigation that personal information of certain customers was affected.

We have taken actions to secure the affected systems, and have engaged a leading outside cybersecurity firm and are coordinating with law enforcement. We want to assure our customers that the issue did not impact Social Security numbers or credit and debit card numbers, but in some cases, may have affected information such as name, contact and demographic information, date of birth, and product registration information. The information affected for each relevant customer may vary.

At Samsung, we value the trust our customers place in our products and services - trust that we have built up over many years. By working with industry - leading experts, we will further enhance the security of our systems - and your personal information - and work to maintain the trust you have put into the Samsung brand for more than 40 years.

We regret any inconvenience this may cause you and appreciate your trust in us. We have set up an FAQ page on our website for additional questions and answers along with recommended actions.

If you'd like to check your credit report, you are entitled under U.S. law to one free credit report annually from each of the three major nationwide credit reporting agencies. More information can be found below.

If you have any questions regarding this issue, please visit our website at www.samsung.com/us/support/securityresponsecenter.

To order your free credit report, visit www.annualcreditreport.com or call toll-free at 1 877 322 8228.



EXHIBIT A-2



Case Information

Case Number: 22-CA-007502
 Uniform Case Number: 292022CA007502A001HC
 Wenzel, Steven vs Samsung Electronics America Inc

- Icon Keys
- Summary
- Parties
- Events\Documents
- Hearings
- Financial
- File Location
- Related Cases

Filter Events Dates:

From

To

Filter

Show entries Column visibility CSV

Search:

Select	Document Index	Clock-In Event Date	Event Description	Comment	Image	Certify
	12	10/06/2022	AFFIDAVIT OF SERVICE RETURNED SERVED	SAMSUNG ELECTRONICS AMERICA, INC. 9/14/2022 CORPORATE		

Select	Document Index	Clock-In Event Date	Event Description	Comment	Image	Certify
	11	10/04/2022	ORDER GRANTING MOTION FOR EXTENSION OF TIME	[PROPOSED] AGREEED ORDER GRANTING UNOPPOSED MOTION FOR EXTENSION OF TIME FOR SAMSUNG ELECTRONICS AMERICA, INC. TO RESPOND TO PLAINTIFF'S COMPLAINT; GRANTED JUDGE J.X.G. 10/04/2022		
	10	10/03/2022	MOTION FOR EXTENSION OF TIME			
	8	09/07/2022	General Differentiated Case Management Order			
	9	09/07/2022	E-FILED SUMMONS ISSUED	X1		
	1	09/04/2022	File Home Location - Electronic			
	2	09/04/2022	General Differentiated Case Management Applies			
	3	09/04/2022	CIVIL COVER SHEET			
	4	09/04/2022	COMPLAINT			
	5	09/04/2022	REQUEST FOR DIVISION ASSIGNMENT (E-FILING)			

Showing 1 to 10 of 12 entries (filtered from 0 total entries)

Previous

1

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Next

 Exit Case Details

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p

EXHIBIT A-3

FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

I. CASE STYLE

IN THE CIRCUIT/COUNTY COURT OF THE THIRTEENTH JUDICIAL CIRCUIT,
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

Steven Wenzel
Plaintiff

Case # _____
Judge _____

vs.

Samsung Electronics America Inc
Defendant

II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- \$8,000 or less
- \$8,001 - \$30,000
- \$30,001- \$50,000
- \$50,001- \$75,000
- \$75,001 - \$100,000
- over \$100,000.00

III. TYPE OF CASE (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

CIRCUIT CIVIL

- Condominium
- Contracts and indebtedness
- Eminent domain
- Auto negligence
- Negligence—other
 - Business governance
 - Business torts
 - Environmental/Toxic tort
 - Third party indemnification
 - Construction defect
 - Mass tort
 - Negligent security
 - Nursing home negligence
 - Premises liability—commercial
 - Premises liability—residential
- Products liability
- Real Property/Mortgage foreclosure
 - Commercial foreclosure
 - Homestead residential foreclosure
 - Non-homestead residential foreclosure
 - Other real property actions
- Professional malpractice
 - Malpractice—business
 - Malpractice—medical
 - Malpractice—other professional
- Other
 - Antitrust/Trade regulation
 - Business transactions
 - Constitutional challenge—statute or ordinance
 - Constitutional challenge—proposed amendment
 - Corporate trusts
 - Discrimination—employment or other
 - Insurance claims
 - Intellectual property
 - Libel/Slander
 - Shareholder derivative action
 - Securities litigation
 - Trade secrets
 - Trust litigation

COUNTY CIVIL

- Small Claims up to \$8,000
- Civil
- Real property/Mortgage foreclosure

- Replevins
- Evictions
 - Residential Evictions
 - Non-residential Evictions
- Other civil (non-monetary)

COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes No

IV. REMEDIES SOUGHT (check all that apply):

- Monetary;
- Nonmonetary declaratory or injunctive relief;
- Punitive

V. NUMBER OF CAUSES OF ACTION: []

(Specify)

3

VI. IS THIS CASE A CLASS ACTION LAWSUIT?

- yes
- no

VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- no
- yes If “yes,” list all related cases by name, case number, and court.

VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?

- yes
- no

IX. DOES THIS CASE INVOLVE ALLEGATIONS OF SEXUAL ABUSE?

- yes
- no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature: s/ Brandon J Hill
Attorney or party

Fla. Bar # 37061
(Bar # if attorney)

Brandon J Hill
(type or print name)

09/04/2022
Date

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION**

**STEVEN WENZEL, on behalf of
himself and on behalf of all others
similarly situated,**

Plaintiff,

CASE NO.:

v.

DIVISION:

**SAMSUNG ELECTRONICS
AMERICA, INC.,**

Defendant.

_____ /

**NOTICE OF DESIGNATION OF E-MAIL
ADDRESSES FOR SERVICE OF COURT DOCUMENTS**

Plaintiff, STEVEN WENZEL, by and through undersigned counsel, files this Notice of Designation of E-Mail Addresses for Service of Court Documents under Florida Rule of Judicial Administration 2.516(b)(1)(A), and hereby designates the following e-mail addresses to be used for service of all court filings in this action: bhill@wfcclaw.com; lcabassa@wfcclaw.com; aheystek@wfcclaw.com; and gnichols@wfcclaw.com.

Dated this 8th day of November, 2021.

Respectfully submitted,



BRANDON J. HILL
Florida Bar Number: 0037061
LUIS A. CABASSA
Florida Bar Number: 0053643
AMANDA E. HEYSTEK
Florida Bar Number: 0285020
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Email: lcabassa@wfclaw.com
Email: gnichols@wfclaw.com
Attorneys for Plaintiff

**IN THE CIRCUIT/COUNTY COURT OF THE THIRTEENTH JUDICIAL
CIRCUIT, IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

STEVEN WENZEL

Plaintiffs,

v.

Case Number: 22-CA-007502

Division F

SAMSUNG ELECTRONICS AMERICA INC

Defendants.

DIFFERENTIATED CASE MANAGEMENT ORDER &

NOTICE OF CASE MANAGEMENT HEARING

ON 4/18/2023 AT 2:00 PM

(GENERAL CIRCUIT CIVIL CASES FILED AFTER APRIL 30, 2021)

THIS CAUSE comes before the Court on review of Amendment 12 to Florida Supreme Court Administrative Order AOSC20-23 (the “**Supreme Court Order**”). The Supreme Court Order directs the chief judge of each circuit to issue an administrative order requiring the presiding judge for each civil case to actively manage civil cases in accordance with a differentiated case management process. Consistent with this requirement, the Chief Judge of the Thirteenth Judicial Circuit issued Administrative Order S-2021-060 (the “**Case Management Plan**”) on April 26, 2021.

Accordingly, it is now

FOUND, ORDERED, and ADJUDGED that:

1. **Designation of Case.** This case is preliminarily designated as a *General* civil case, as defined by the Supreme Court Order and the Case Management Plan.
2. **Plaintiff’s Obligation to Serve DCM Order on All Defendants.** Consistent with the Case Management Plan, this Differentiated Case Management Order & Notice of Hearing (the “**DCM Order**”) has been generated automatically upon the filing of the complaint and will be provided to Plaintiff along with the summons. Plaintiff is **DIRECTED** to serve the DCM Order on each and every named defendant in the same manner and at the same time as the complaint itself is served.

3. **Conformity with Supreme Court Order’s Directive.** The deadlines established in this DCM Order are set in conformity with the Supreme Court Order’s directive that General civil cases be managed according to the time standards specified in Florida Rule of General Practice and Judicial Administration 2.250(a)(1)(B).
4. **Procedure for Modification of Deadlines.** Counsel or any self-represented parties, or both, may seek to modify the deadlines set forth in this order by either:
 - a. Filing a motion and setting it for hearing; or
 - b. Stipulating to new deadlines and submitting an Amended Differentiated Case Management Order. The Amended Differentiated Case Management Order (“**Amended DCM Order**”) form is available under the “Forms” tab of the undersigned’s page at <http://www.fljud13.org>. The Amended DCM Order must include a date for a court-ordered case management conference (the “**Court-Ordered Case Management Conference**”). Hearing time for the Court-Ordered Case Management Conference should be secured on either a Uniform Motion Calendar (“**UMC**”) docket or a 15-minute hearing docket.
5. **Procedure for Setting Firm Trial Date When Case is at Issue.** Consistent with the Supreme Court Order’s mandate, the deadlines set forth in this DCM Order contemplate a projected trial date within the time standards specified in Florida Rule of General Practice and Judicial Administration 2.250(a)(1)(B). A firm trial date will be set through entry of a Uniform Order Setting Trial & Pretrial at the Court-Ordered Case Management Conference or as otherwise provided in this order.
6. **Court-Ordered Case Management Conference.** It is appropriate to set a Court-Ordered Case Management Conference prior to the close of fact discovery to both assess the progress of the case and set a firm trial date.
 - a. **Date and Time for Court-Ordered Case Management Set Below.** A date and time for the Court-Ordered Case Management Conference is set below.
 - b. **Method of Conducting Court-Ordered Case Management Conference:** The Court-Ordered Case Management Conference will be conducted remotely through the use of the following technology and connection instructions:

Zoom link: <https://zoom.us/j/94004094230>
Meeting ID: 940 0409 4230
*No password is required
 - c. **Attendance Mandated.** Counsel and any self-represented parties **MUST ATTEND** unless otherwise excused by the Court and must be prepared to discuss selection of a firm trial date and corresponding pretrial conference date and time.

d. **Process for Securing Excusal from Attending the Court-Ordered Case Management Conference:**

i. **Automatic Excusal.**

1. Unless otherwise ordered by the presiding judge, counsel or any self-represented parties, or both, are automatically excused from attending the Court-Ordered Case Management Conference if a Uniform Order Setting Trial & Pretrial (Revised April 30, 2021) has been submitted to and signed by the Court at least 30 days before the date of the Court-Ordered Case Management Conference; and
2. Any party seeking to invoke this automatic excusal provision should notify the judicial assistant by email sent to the division email address within 3 business days of the date the Uniform Order Setting Trial & Pretrial (Revised April 30, 2021) is signed.

ii. **Discretionary Excusal.**

1. Counsel or self-represented parties, or both, may seek a discretionary excusal from the Court-Ordered Case Management Conference by filing a motion and submitting an agreed proposed order excusing attendance by the Court on one of the following grounds:
 - a. The Court has signed an Amended DCM Order, either by stipulation or by filing a motion and setting a hearing, AND the Amended DCM Order sets a new Court-Ordered Case Management Conference; or
 - b. Counsel has otherwise demonstrated good cause to believe that the case is otherwise in full compliance with the Supreme Court Order's mandate and the Case Management Plan.

- e. **Failure to Attend Court-Ordered Case Management Conference.** The failure to attend the Court-Ordered Case Management Conference may result in the case being set for a trial date without input of the absent counsel or self-represented party, or both; dismissal of the complaint without prejudice; entry of a judicial default; monetary sanctions against counsel or any self-represented parties, or both; or any other sanctions deemed appropriate by the presiding judge.

7. **Firm Trial Date to be Set by Uniform Order Setting Trial & Pretrial (Revised April 30, 2021).** Once a firm trial date is selected, counsel will be directed to prepare and submit through the Florida E-Portal (the "**Portal**") a Uniform Order Setting Trial &

Pretrial (Revised April 30, 2021), which is available under the “Forms” tab of the undersigned’s page at <http://www.fljud13.org>. The Uniform Order Setting Trial & Pretrial (Revised April 30, 2021) will require calculation of additional deadlines in a specified manner.

8. **Requirement to Review and Comply with Administrative Order for Circuit Civil Division.** Counsel and any self-represented parties are **DIRECTED** to review and comply with all provisions of the Thirteenth Circuit’s Administrative Order S-2021-014 (*Circuit Civil Division*), and any successive administrative order.

9. **Certificate of Conferral for Non-Dispositive Motions.**

- a. **When Required.** Except for a motion (i) for injunctive relief; (ii) for judgment on the pleadings; (iii) for summary judgment; (iv) to dismiss or to permit maintenance of a class action; (v) to dismiss for failure to state a claim upon which relief can be granted; or (vi) to involuntarily dismiss an action, before the moving party or moving party’s counsel files any other motion, the party or counsel should confer with the opposing party or opposing counsel in a good faith effort to resolve the issues raised by the motion. The moving party or moving party’s counsel should include in the body of the motion a statement certifying that the moving party or moving party’s counsel has conferred with the opposing party or opposing party’s counsel—either in person, by telephone, or by video conferencing device—and stating whether the party or counsel agree on the resolution of the motion. A certification to the effect that opposing party or opposing party’s counsel was unavailable for a conference before filing a motion should describe, with particularity, all of the efforts undertaken to accomplish dialogue with the opposing party or opposing party’s counsel prior to filing the subject motion.
- b. **Cancelation of Hearing/Denial of Motion Filed Without Certificate of Conferral.** Counsel and any self-represented parties should anticipate that a hearing set on a motion that lacks such a certification will be canceled and the motion may be denied without a hearing for failure to comply with this requirement.
- c. **Form of Certificate of Conferral.** The certificate of conferral should be substantially in the following form:

Certificate of Conferral Prior to Filing

“I certify that prior to filing this motion, I attempted to resolve the matter by discussing the relief requested in this motion by [date and method of communication (select one of the following: in person, telephone, or video conference)] with the opposing party or counsel and [the opposing party or counsel did not agree to that the motion could be resolved without the necessity of a hearing] OR [the opposing party or counsel did not respond and (describe with

particularity all of the efforts undertaken to accomplish dialogue with the opposing party or opposing party's counsel prior to filing the motion)].”

10. Discovery Provisions.

a. Fact Discovery.

- i. All discovery must be served in time for a timely response to be received prior to the deadline for completion of fact discovery.
- ii. All non-expert witness depositions must occur prior to the deadline for completion of fact discovery.
- iii. Failure to timely complete discovery by the deadline for completion of fact discovery may result in, among other things, exclusion of evidence or other sanctions, or both.

b. Expert Discovery.

- i. Expert disclosure must occur by the deadline indicated below.
- ii. Contemporaneous with disclosure of each expert, the disclosing party must provide to all other parties:
 1. No less than five proposed deposition dates, all of which must be prior to the deadline to complete expert discovery; and
 2. For each expert:
 - a. Identify the expert's area of expertise;
 - b. Identify the subject matter on which the expert is expected to testify;
 - c. Summarize the substance of the facts and opinions to which the expert is expected to testify; and
 - d. Summarize the grounds for each opinion.
- iii. The court may preclude an expert from testifying outside of the disclosed opinions.
- iv. All expert witness depositions must be conducted prior to the deadline for completion of expert discovery.


- v. It is the responsibility of counsel to select experts who:
 - 1. Are prepared to make themselves available for deposition within the expert discovery period; and
 - 2. Are prepared to respond promptly to requests for deposition dates.
- vi. If an expert cannot be deposed prior to the deadline for completion of expert discovery despite timely and reasonable efforts of opposing counsel to secure deposition dates, that expert’s testimony may be excluded at trial.

11. **Deadlines.** The deadlines set forth below are **ESTABLISHED** and will **GOVERN** this case and will be strictly enforced by the Court. Counsel and any self-represented parties are **DIRECTED** to review, calendar, and abide by them:

Action or Event	Date
Complaint filing date.	09/04/2022
Deadline for service of complaint. [120 days after filing of complaint; <i>see</i> Rule 1.070(j), Fla. R. Civ. P.]	1/3/2023
Deadline for adding parties. [150 days after filing of complaint; subject to Rule 1.210, Fla. R. Civ. P.]	2/1/2023
Deadline for service under extensions. [180 days after filing of complaint; <i>see</i> Rule 1.070(j), Fla. R. Civ. P.]	3/3/2023
Court-Ordered Case Management Conference. NOTE: This hearing will be conducted remotely. Please see paragraph 6(b) for connection instructions. [210 days after filing of complaint.]	04/18/2023 At 2:00 PM
Deadline for completion of fact discovery. [270 days after filing of complaint.]	6/1/2023
Deadline for filing motion to compel discovery. [284 days after filing of complaint.]	6/15/2023

Plaintiff’s expert disclosure deadline. [300 days after filing of complaint.]	7/3/2023
Defendant’s expert disclosure deadline. [330 days after filing of complaint.]	7/31/2023
Rebuttal expert disclosure deadline. [344 days after filing of complaint.]	8/14/2023
Deadline for completion of compulsory medical exam, if applicable and requested (“CME”). [390 days after filing of complaint; subject to Rule 1.360(1)(A), Fla. R. Civ. P.]	9/29/2023
Deadline for completion of mediation or non-binding arbitration. [420 days after filing of complaint.]	10/30/2023
Deadline for completion of expert discovery. [420 days after filing of complaint.]	10/30/2023
Month and year of the projected trial term. [540 days after filing of complaint; <i>see</i> Florida Rule of General Practice and Judicial Administration 2.250(a)(1)(B); firm trial date will be set by entry of a Uniform Order Setting Trial & Pretrial (Revised April 30, 2021).]	February, 2024

ENTERED by the undersigned judge on the date imprinted below.

22-CA-007502 9/7/2022 7:14:13 AM


22-CA-007502 9/7/2022 7:14:13 AM

Jennifer X Gabbard, Circuit Judge

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

STEVEN WENZEL, on behalf of
himself and on behalf of all others
similarly situated,

Plaintiff,

v.

CASE NO.:

SAMSUNG ELECTRONICS
AMERICA, INC.,

DIVISION:

Defendant.

_____ /

SUMMONS


THE STATE OF FLORIDA:
To Each Sheriff of the State:

YOU ARE HEREBY COMMANDED to serve this Summons, a copy of the Complaint, Request for Production, First Set of Interrogatories, and Notice of Taking Corporate Representative Deposition in this action on defendant:

SAMSUNG ELECTRONICS AMERICA, INC.
c/o C T Corporation, Registered Agent
1200 South Pine Island Road
Plantation, FL 33324

Each defendant is required to serve written defenses to the complaint or petition on Luis A. Cabassa, plaintiff's attorney, whose address is Wenzel Fenton Cabassa 1110 N. Florida Avenue, Suite 300, Tampa, Florida 33602 within 20¹ days after the service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

DATED on _____ day of September 4, 2022.

 <hr/> Printed: Brandon J. Hill Attorney for Plaintiff Address: Wenzel Fenton Cabassa, P.A. 1110 N. Florida Avenue, Suite 300 Tampa, Florida 33602 Florida Bar No. : 0037061	CINDY STUART As Clerk of the Court By: _____ As Deputy Clerk (813) 276-8100
---	--

¹ Except when suit is brought pursuant to section 768.28, Florida Statutes, if the State of Florida, one of its agencies, or one of its officials or employees sued in his or her official capacity is a defendant, the time to be inserted as to it is 40 days. When suit is brought pursuant to section 768.28, Florida Statutes, the time to be inserted is 30 days.

If you are a person with a disability who needs an accommodation in order to access court facilities or participate in a court proceeding, you are entitled, at no cost to you, to the provision of certain assistance. To request such an accommodation, please contact Court Administration within 2 working days of the date the service is needed: Complete the Request for Accommodations Form and submit to 800 E. Twiggs Street, Room 604, Tampa, FL 33602.

IMPORTANT

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint with the clerk of this court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book). If you choose to file a written response yourself, at the same time you file your written response to the court you must also mail or take a copy of your written response to the "Plaintiff/Plaintiff's Attorney" named in the documents.

IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, podiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica. Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

IMPORTANT

Des poursuites judiciaires ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour deposer une reponse ecrite a la plainte ci-jointe aupres de ce tribunal. Un simple coup de telephone est insuffisant pour vous proteger. Vous etes obliges de deposer votre reponse ecrite, avec mention du numero de dossier ci-dessus et du nom des parties nommees ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne deposez pas votre reponse ecrite dans le relai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones). Si vous choisissez de deposer vous-meme une reponse ecrite, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expedier une copie de votre reponse ecrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou a son avocat) nomme ci-dessous.

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION**

**STEVEN WENZEL, on behalf of
himself and on behalf of all others
similarly situated,**

Plaintiff,

CASE NO.:

v.

DIVISION:

**SAMSUNG ELECTRONICS
AMERICA, INC.,**

Defendant.

_____ /

REQUEST FOR DIVISION ASSIGNMENT

This is a request base on local Administrative Order(s) for the Clerk of the Court to assign the above styled case in the

Tampa Division

East Division

Prior Division (Please indicate Case Number and Division of Previously filed action: _____)

I understand that the actual division assignment will be in accordance with the Hillsborough County Administrative Orders. If there is no supported request for specific division assignment, this action will be assigned a division based on random and equitable distribution system.

Brandon J. Hill, Esquire
Wenzel Fenton Cabassa, PA
1110 N. Florida Avenue, Suite 300
Tampa, FL 33602
(813) 224-0431
Email Address(es): bhill@wfcclaw.com and gnichols@wfcclaw.com

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

STEVEN WENZEL, on behalf of
himself and on behalf of all others
similarly situated,

Plaintiff,

v.

CASE NO.: 22-CA-7502

SAMSUNG ELECTRONICS
AMERICA, INC.,

DIVISION: F

Defendant.

_____ /

SUMMONS

THE STATE OF FLORIDA:




To Each Sheriff of the State:

YOU ARE HEREBY COMMANDED to serve this Summons, a copy of the Complaint, Request for Production, First Set of Interrogatories, and Notice of Taking Corporate Representative Deposition in this action on defendant:

SAMSUNG ELECTRONICS AMERICA, INC.
c/o C T Corporation, Registered Agent
1200 South Pine Island Road
Plantation, FL 33324

Each defendant is required to serve written defenses to the complaint or petition on Luis A. Cabassa, plaintiff's attorney, whose address is Wenzel Fenton Cabassa 1110 N. Florida Avenue, Suite 300, Tampa, Florida 33602 within 20¹ days after the service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

DATED on _____ day of September 4, 2022.

 <hr/> Printed: Brandon J. Hill Attorney for Plaintiff Address: Wenzel Fenton Cabassa, P.A. 1110 N. Florida Avenue, Suite 300 Tampa, Florida 33602 Florida Bar No. : 0037061	CINDY STUART As Clerk of the Court  By:  09/07/2022 <hr/> As Deputy Clerk (813) 276-8100
---	--

¹ Except when suit is brought pursuant to section 768.28, Florida Statutes, if the State of Florida, one of its agencies, or one of its officials or employees sued in his or her official capacity is a defendant, the time to be inserted as to it is 40 days. When suit is brought pursuant to section 768.28, Florida Statutes, the time to be inserted is 30 days.

If you are a person with a disability who needs an accommodation in order to access court facilities or participate in a court proceeding, you are entitled, at no cost to you, to the provision of certain assistance. To request such an accommodation, please contact Court Administration within 2 working days of the date the service is needed: Complete the Request for Accommodations Form and submit to 800 E. Twiggs Street, Room 604, Tampa, FL 33602.

IMPORTANT

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint with the clerk of this court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book). If you choose to file a written response yourself, at the same time you file your written response to the court you must also mail or take a copy of your written response to the "Plaintiff/Plaintiff's Attorney" named in the documents.

IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, podiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica. Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

IMPORTANT

Des poursuites judiciaires ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour deposer une reponse ecrite a la plainte ci-jointe aupres de ce tribunal. Un simple coup de telephone est insuffisant pour vous proteger. Vous etes obliges de deposer votre reponse ecrite, avec mention du numero de dossier ci-dessus et du nom des parties nommees ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne deposez pas votre reponse ecrite dans le relai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones). Si vous choisissez de deposer vous-meme une reponse ecrite, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expedier une copie de votre reponse ecrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou a son avocat) nomme ci-dessous.

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT IN AND FOR
HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION**

**STEVEN WENZEL, on behalf of
himself and on behalf of all others
similarly situated**

Plaintiff,

v.

CASE NO.: 22-CA-007502

**SAMSUNG ELECTRONICS
AMERICA, INC.,**

DIVISION: F

Defendant.

**UNOPPOSED MOTION FOR EXTENSION OF TIME FOR SAMSUNG ELECTRONICS
AMERICA, INC. TO RESPOND TO PLAINTIFF'S COMPLAINT**

Defendant, Samsung Electronics America, Inc. ("Samsung"), by and through undersigned counsel, and pursuant to Fla. R. Civ. P. 1.090, respectfully submits this unopposed motion for an extension of time to respond to Plaintiff's Complaint. In support thereof, Samsung states:

1. Plaintiff filed his Complaint on September 4, 2022.
2. Samsung was served with Plaintiff's Complaint on September 14, 2022.
3. Pursuant to Fla. R. Civ. P. 1.140, Samsung now has until October 4, 2022 to respond to Plaintiff's Complaint.
4. Samsung respectfully requests a 60-day extension of time to respond to the Complaint until on or before December 5, 2022, so that, among other things, it may gather information related to the allegations in the Complaint.
5. Samsung has contacted Plaintiff, and Plaintiff does not oppose this motion.

WHEREFORE, Defendant Samsung Electronics America, Inc. respectfully requests that the Court enter an order extending its time to file a response to the Complaint until December 5,

2022, and all other just and proper relief.

Dated: October 3, 2022

Respectfully submitted,

/s/ John Delionado

John Delionado

Florida Bar No.: 0499900

HUNTON ANDREWS KURTH LLP

333 SE 2ND Ave., Suite 2400

Miami, Florida 33131

Telephone: (305) 536-2752

Email: jdelionado@hunton.com

Counsel for Samsung Electronics America, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 3, 2022 a true and correct copy of this motion was served on counsel for Plaintiff via E-Mail.

/s/ John Delionado

John Delionado

EXHIBIT A

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT IN AND FOR
HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION**

**STEVEN WENZEL, on behalf of
himself and on behalf of all others
similarly situated**

Plaintiff,

v.

CASE NO.: 22-CA-007502

**SAMSUNG ELECTRONICS
AMERICA, INC.,**

DIVISION: F

Defendant.

**[PROPOSED] AGREED ORDER GRANTING UNOPPOSED MOTION FOR
EXTENSION OF TIME FOR SAMSUNG ELECTRONICS AMERICA, INC.
TO RESPOND TO PLAINTIFF'S COMPLAINT**

THIS CAUSE having come before the Court on the Unopposed Motion for Extension of Time for Samsung Electronics America, Inc. ("Samsung") to Respond to Plaintiff's Complaint, it is hereby

ORDERED AND ADJUDGED that:

1. Samsung's Unopposed Motion For Extension of Time for Samsung Electronics America, Inc. to Respond to Plaintiff's Complaint is GRANTED.
2. Samsung shall have up to and including December 5, 2022, within which to file a response to Plaintiff's Complaint.

DONE AND ORDERED in Tampa, Hillsborough County, Florida, on this ____ day of _____, 2022.

CIRCUIT JUDGE

Copies furnished to Counsel of Record

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT IN AND FOR
HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

STEVEN WENZEL, on behalf of
himself and on behalf of all others
similarly situated

Plaintiff,

v.

CASE NO.: 22-CA-007502

SAMSUNG ELECTRONICS
AMERICA, INC.,

DIVISION: F

Defendant.

_____ /

**[PROPOSED] AGREED ORDER GRANTING UNOPPOSED MOTION FOR
EXTENSION OF TIME FOR SAMSUNG ELECTRONICS AMERICA, INC.
TO RESPOND TO PLAINTIFF’S COMPLAINT**

THIS CAUSE having come before the Court on the Unopposed Motion for Extension of
Time for Samsung Electronics America, Inc. (“Samsung”) to Respond to Plaintiff’s Complaint, it
is hereby

ORDERED AND ADJUDGED that:

1. Samsung’s Unopposed Motion For Extension of Time for Samsung Electronics
America, Inc. to Respond to Plaintiff’s Complaint is GRANTED.
2. Samsung shall have up to and including December 5, 2022, within which to file a
response to Plaintiff’s Complaint.

DONE AND ORDERED in Tampa, Hillsborough County, Florida, on this ____ day of
_____, 2022.

22-CA-007502 10/4/2022 10:55:49 AM

22-CA-007502 10/4/2022 10:55:49 AM

CIRCUIT JUDGE

Copies furnished to Counsel of Record

RETURN OF SERVICE

State of Florida

County of Hillsborough

Circuit Court

Case Number: 22-CA-7502

Plaintiff:

STEVEN WENZEL, on behalf of himself and on behalf of all others similarly situated



MSI2022007349

vs.

Defendant:

SAMSUNG ELECTRONICS AMERICA, INC.

For:

Brandon J. Hill
Wenzel Fenton Cabassa, P.A.
1110 North Florida Ave.
Suite 300
Tampa, FL 33602

Received by MercuryServe, Inc. on the 14th day of September, 2022 at 10:45 am to be served on **Samsung Electronics America, Inc. c/o CT Corporation System, as Registered Agent, 1200 S. Pine Island Rd., Plantation, FL 33324.**

I, Eric Deal, do hereby affirm that on the **14th day of September, 2022 at 2:30 pm, I:**

CORPORATE: Served the within named corporation/entity Samsung Electronics America, Inc. c/o CT Corporation System, as Registered Agent by delivering a true copy of the Summons and Class Action Complaint and Demand For Jury Trial, with Exhibit A, Civil Cover Sheet, Notice of Designation of Email Addresses for Service of Court Documents, Request for Division Assignment, and Differentiated Case Management Order & Notice of Case Management Hearing on 4/18/23 at 2:00pm with the date and hour of service endorsed thereon by me to: Monicka Creary as employee of the Registered Agent (Company) for Samsung Electronics America, Inc. at 1200 SOUTH PINE ISLAND ROAD, PLANTATION, FL 33324 and informed said person of the contents therein, in compliance with state statutes.

Under penalty of perjury, I declare that I have read the foregoing and that the facts stated in it are true and correct, that I am a Sheriff's Appointed process server in the county in which service was effected in accordance with Florida Statutes and I have no interest in the above action.

Eric Deal
SPS 336

MercuryServe, Inc.
412 E. Madison Street
Suite 815
Tampa, FL 33602
(813) 223-5400

Our Job Serial Number: MSI-2022007349

EXHIBIT A-4

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

STEVEN WENZEL, on behalf of himself and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Hillsborough Cnty, FL (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

See Attachment A

DEFENDANTS

SAMSUNG ELECTRONICS AMERICA, INC.

County of Residence of First Listed Defendant Bergen County, NJ (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

See Attachment A

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Contract, Labor, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1446 (CAFA)
Brief description of cause: Data breach class action

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ Over \$5 million CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE See Attachment B DOCKET NUMBER See Attachment B

DATE 10/10/2022 SIGNATURE OF ATTORNEY OF RECORD /s/ John J. Delionado

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

ATTACHMENT A

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ATTACHMENT B

Related Federal Actions

Seirafi, et al. v. Samsung Electronics America, Inc., No. 3:22-cv-05176 (N.D. Cal.)
Hon. Jacqueline Scott Corley

Mark v. Samsung Electronics America, Inc., No. 1:22-cv-07974 (S.D.N.Y.)
Hon. Valerie E. Caproni

Robinson v. Samsung Electronics America, Inc., No. 2:22-cv-05722 (D.N.J.)
Hon. William J. Martini

Becker v. Samsung Electronics America, Inc., No. 2:22-cv-05723 (D.N.J.)
Hon. William J. Martini

Dipaola v. Samsung Electronics America, Inc., No. 2:22-cv-05724 (D.N.J.)
Hon. William J. Martini

Fernandez v. Samsung Electronics America, Inc., No. 2:22-cv-05745 (D.N.J.)
Hon. William J. Martini

Rollins v. Samsung Electronics America, Inc., No. 2:22-cv-05767 (D.N.J.)
Hon. William J. Martini

Newbery, et al. v. Samsung Electronics America, Inc., No. 1:22-cv-05325 (N.D. Ill.)
Hon. Gary Feinerman

Gutierrez v. Samsung Electronics America, Inc., No. 3:22-cv-05719 (N.D. Cal.)
Hon. Sallie Kim (MJ)

Related State Actions

Gelizon v. Samsung Electronics America, Inc., No. A-22-857862-C (Eighth Judicial District Court, Clark County, Nevada)
Hon. Monica Trujillo

Bennett v. Samsung Electronics America, Inc., No. 2022CH08767 (Circuit Court of Cook County, Illinois)
Hon. Neil J. Cohen

Kelechian v. Samsung Electronics America, Inc., No. 22-STCV-30284 (Superior Court of California, County of Los Angeles)
Hon. William Highberger

Tito Deandreade v. Samsung Electronics America, Inc., No. 2215SC001855 (Trial Court of Massachusetts Small Claims Session)