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**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA – SAN JOSE DIVISION**

**JUSTIN OCAMPO**, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

**APPLE INC.**, a California corporation, and  
**DOES 1-10**, inclusive,

Defendants.

**CASE NO.**

**CLASS ACTION COMPLAINT FOR:**

- 1. Violation of the California Consumer Legal Remedies Act**
- 2. Violation of the California False Advertising Law**
- 3. Violation of the Song-Beverly Consumer Warranty Act**
- 4. Violation of the California Unfair Competition Law**
- 5. Violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq.**
- 6. Breach of Express Warranty**
- 7. Breach of Implied Warranty of Merchantability**
- 8. Violation of the Consumer Fraud Statutes of All 50 States and the District of Columbia; and**
- 9. Fraudulent Concealment**
- 10. Unjust Enrichment**

**JURY TRIAL DEMANDED**

1 Plaintiff Justin Ocampo (“Plaintiff”), by and through his undersigned counsel, brings this  
2 action, on behalf of himself in his individual capacity, a Nationwide Class of all other similarly  
3 situated consumers, and a California Subclass of all other similarly situated consumers, against  
4 Defendants APPLE INC. (“Defendant”), who engages in retail sales via internet, telephone, and  
5 retail stores throughout all fifty United States and the District of Columbia, and DOES 1-10,  
6 inclusive, as follows:

7 **NATURE OF THE ACTION**

8 1. Plaintiff brings this Class Action on behalf of himself and all similarly situated  
9 consumers nationwide (“Nationwide Class”) and in California (“California subclass”)  
10 (collectively referred to as “Class or “Classes”), as more fully defined below, seeking to redress  
11 the pervasive pattern of deceptive, false, misleading, and otherwise improper advertising, sales,  
12 and marketing practices that Defendant has engaged in with regard to their model year October  
13 2016 and later Apple MacBook Pro laptops (“MacBook Pro” or “MacBook Pro laptops”).

14 2. In October 2016, Apple released a new MacBook Pro model that included a Touch  
15 Bar, a small strip at the top of the screen that features a light-up touch-based panel that replaces  
16 certain function keys on the keyboard. Apple advertised the MacBook Pro as the thinnest and  
17 lightest MacBook Pro model ever, weighing 3 pounds and measuring in at 14.9 mm of thickness,  
18 down from 18 mm.<sup>1</sup> Apple also announced that the new display of the MacBook Pro is 67 percent  
19 brighter, has a 67 percent better contrast ratio, and displays 25 percent more colors compared to  
20 the previous model.<sup>2</sup> One of the selling points of the new MacBook Pro laptops that Apple  
21 highlighted was “[t]he new display in the MacBook Pro is the best ever in a Mac notebook,” and  
22 that it “ensures truer-to-life pictures with realistically vivid details...”<sup>3</sup>

23 \_\_\_\_\_  
24 <sup>1</sup> <http://web.archive.org/web/20161027220820/https://www.apple.com/macbook-pro/> (last  
25 accessed 8/18/20)

26 <sup>2</sup> <https://www.youtube.com/watch?v=19J1oK1981k> (last accessed 8/18/20)

27 <sup>3</sup> <http://web.archive.org/web/20161027220820/https://www.apple.com/macbook-pro/> (last  
28 accessed 8/18/20)

1           3.       Apple's representations of its display screen are false. In order to support a  
2 compact design, the new MacBook Pro uses thin, flexible ribbon cables ("flex cables") to connect  
3 the display to a display controller board beneath the Touch Bar. These flex cables, which wrap  
4 over the controller board, are defective. By opening and closing the laptop screen, the flex cables  
5 wear out over time. Consequentially, the laptop's display backlight<sup>4</sup> shows dark spots across the  
6 screen and/or stops working altogether.

7           4.       When the display backlight issues surface in the MacBook Pro, the laptop  
8 essentially becomes nonfunctional. Consumers are either unable to use the laptop when the laptop  
9 screen is open beyond certain degrees, or they are unable to use the laptop at all because the  
10 display screen is inoperable. Accordingly, the problems with the MacBook Pro are material and  
11 compromise the laptops' core functionality.

12           5.       Further, repairing the display backlight issue is not a simple fix. Because the flex  
13 cables are part of the display, the cables cannot simply be replaced. Instead, the entire display unit  
14 needs to be replaced, therefore substantially increasing the repair cost.

15           6.       Defendant has publicly acknowledged that the 13-inch MacBook Pro year 2016  
16 model is prone to issues regarding the display backlight either showing vertical bright areas along  
17 the bottom of the screen, or not working at all. On May 21, 2019, Defendant issued a notice on  
18 its website, announcing the "13-inch MacBook Pro Display Backlight Service Program,"  
19 ("Backlight Service Program") and acknowledging the display backlight issues.<sup>5</sup> The Backlight  
20 Service Program does not apply to 15-inch MacBook Pros or MacBook Pro models after 2016.

21           7.       In addition, even prior to announcing the Backlight Service Program, Defendant  
22 was aware of the defective nature of the flex cable design because consumers posted complaints  
23 on Defendant's website and/or submitted repair tickets to Defendant's Genius Bar. As to the  
24 former, Plaintiff is informed and believes that Defendant often removed consumer threads posted  
25 \_\_\_\_\_

26 <sup>4</sup> Backlight is a form of illumination used to illuminate a display screen.

27 <sup>5</sup> <https://www.apple.com/support/13-inch-macbook-pro-display-backlight-service/> (last  
28 accessed 8/18/20)

1 on its website that discussed the defective flex cable design and display backlight issues. As to  
2 the repair tickets, because these defects typically manifested after Apple's one-year written  
3 warranty, in order to repair the defects, Apple quoted consumers hundreds of dollars to replace  
4 the entire display screen. Thus, after the warranty period expires, consumers are left with a  
5 defective laptop, and forced to pay for the expensive costs of repairing the entire display screen  
6 in order to have a functioning laptop.

7 8. Despite having knowledge of the defective flex cable design, at no time while  
8 Defendant advertised and sold the MacBook Pros did Defendant disclose to Plaintiff and other  
9 consumers that the flex cables were defective, or that the laptop was prone to display backlight  
10 issues. Had Defendant notified its consumers of these defects, and had its consumers known of  
11 Defendant's false and misleading advertising, its consumers would not otherwise purchased a  
12 purportedly high-end laptop costing approximately \$1,499.00 to \$2,399.00.<sup>6</sup>

13 9. Numerous consumers, including Plaintiff, have reported display backlight issues  
14 when opening and closing their MacBook Pro laptops, and have posted comments on various  
15 online forums, blogs, and Apple's website. Further, a consumer started a petition on Change.org  
16 – which includes close to 28,000 signatures – requesting that Defendant launch an extended  
17 warranty program to address the display backlight issues.<sup>7</sup>

18 10. Not only has Defendant sold the defective MacBook Pro, Defendant unreasonably  
19 delayed issuing a repair program despite the fact that it both knew and should have known that  
20 the flex cables resulted in backlight display screens that rendered the laptops inoperable before it  
21 issued a notice regarding the Backlight Service Program.

22 11. In addition, another Change.org petition was started addressing Apple's  
23 inadequate Backlight Service Program, citing complaints that Apple refused to provide free  
24 display repair or repair refunds under the program to certain customers because "the serial number

25 \_\_\_\_\_  
26 <sup>6</sup> The price of the MacBook Pro varies, depending on storage size.

27 <sup>7</sup> [https://www.change.org/p/apple-fix-all-macbook-pro-2016-and-later-with-stage-light-effect-](https://www.change.org/p/apple-fix-all-macbook-pro-2016-and-later-with-stage-light-effect-or-backlight-shutdown-flexgate)  
28 [or-backlight-shutdown-flexgate](https://www.change.org/p/apple-fix-all-macbook-pro-2016-and-later-with-stage-light-effect-or-backlight-shutdown-flexgate) (last accessed 8/18/20)

1 does not qualify,” or “the system does not process,” or not providing a reason at all.<sup>8</sup> The  
2 Backlight Service Program is inadequate also in that it does not provide repair services to the 15-  
3 inch MacBook Pros or for MacBook Pros after the year 2016.

4 12. Accordingly, Plaintiff brings this class action on behalf of himself and all other  
5 similarly situated consumers seeking monetary relief and an order forcing Defendant to provide  
6 appropriate injunctive relief by no longer defrauding the public and its consumers by advertising  
7 and selling the MacBook Pro models with the defective flex cables, and by ensuring that it  
8 provides an adequate, comprehensive program for repairing all MacBook Pro models that  
9 experience backlight display issues and/or will manifest backlight display issues in the future.

#### 10 **PARTIES**

11 13. Plaintiff is and at all material times was a citizen and resident of San Joaquin  
12 County, California. Plaintiff purchased the MacBook Pro at issue at Best Buy in San Jose,  
13 California.

14 14. Defendant is a California corporation with its principal place of business at One  
15 Apple Park Way, Cupertino, California 95014. Defendant is a multinational company that designs,  
16 develops, and sells consumer electronics, computer software, and online services.

17 15. DOES 1 through 10 inclusive are now and/or at all times mentioned in this  
18 Complaint were licensed to do business and/or actually doing business in the State of California.  
19 Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of  
20 DOES 1 through 10, inclusive and for that reason, DOES 1 through 10 are sued under such  
21 fictitious names. Plaintiff will seek leave of court to amend this Complaint to allege such names  
22 and capacities as soon as they are ascertained.

#### 23 **JURISDICTION AND VENUE**

24 16. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332(d) because at least  
25 one member of the putative Class is a citizen of a State other than that of the Defendant, there are

26 \_\_\_\_\_  
27 <sup>8</sup> [https://www.change.org/p/apple-stop-avoiding-refunds-to-users-affected-by-macbook-pro-](https://www.change.org/p/apple-stop-avoiding-refunds-to-users-affected-by-macbook-pro-backlight-service-program)  
28 [backlight-service-program](https://www.change.org/p/apple-stop-avoiding-refunds-to-users-affected-by-macbook-pro-backlight-service-program) (last accessed 8/18/20)

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