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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

DANIEL FRIEND, DAPHNE PAREAS, SCOTT SEVELAND, PATRICE SHERMAN, NESTOR ALMEIDA, ADELINA LAVECCHIA, DAN HENDERSON, MARITZA ANGELES, TIM INSELMANN, WILLIAM WEST-DAVIS, PATRICIA MEDBERRY, and HANDY COLINDREZ, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

APPLE INC.,

Defendant.

Case No. 3:21-cv-07109-VC

CONSOLIDATED CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Hon. Vince Chhabria

1 Plaintiffs Daniel Friend, Daphne Pareas, Scott Seveland, Patrice Sherman, Nestor Almeida,
2 Adelina LaVecchia, Dan Henderson, Maritza Angeles, Tim Inselmann, William West-Davis, Patricia
3 Medberry, and Handy Colindrez (collectively, “Plaintiffs”) bring this action on behalf of themselves
4 and all others similarly situated against Defendant Apple, Inc. (“Apple” or “Defendant”) for the
5 manufacture, marketing, detailing, distribution, and sale of the defective Apple M1 MacBook Air
6 and M1 MacBook Pro (“M1 MacBook”). Plaintiffs make the following allegations pursuant to the
7 investigation of counsel and based upon information and belief, except as to the allegations
8 specifically pertaining to themselves, which are based on personal knowledge.

9 NATURE OF ACTION

10 1. This action is brought on behalf of purchasers of Apple’s M1 MacBook. Apple
11 markets and sells the M1 MacBook as a top-of-the-line computer, debuting on November 10, 2020,
12 with a hefty price tag of \$999 for the M1 MacBook Air and \$1,299 for the M1 MacBook Pro. But
13 the M1 MacBook is defective, as the screens are extraordinarily fragile, cracking, blacking out, or
14 showing magenta, purple and blue lines and squares, or otherwise ceasing to function altogether (the
15 “Defect”). Thousands of users from across the globe have reported this issue directly to Apple and
16 on Apple sponsored forums. Nonetheless, consumers who have attempted to secure replacements or
17 repairs have been rebuffed by Apple, often forced to pay out of pocket upwards of between \$450 and
18 \$650 for repairs themselves or to secure replacements without Apple’s assistance. Others who have
19 secured repairs or replacements from Apple have quickly experienced the problem reappearing on
20 the repaired or replaced laptop.

21 2. Despite its knowledge of this issue from (1) its own quality control and internal
22 testing, (2) repairs data, (3) complaints made directly to Apple in person, over the phone, and via
23 online submissions, (4) complaints posted online and on its own forums, (5) its deletion of several
24 of these comments, (6) online reputation management, and (7) articles written on the topic by
25 reputable publications, Apple did not publicly recognize the issue until August 27, 2021. At that
26 time, Apple informed consumers that “[t]o enable the thin design of Mac notebook computers, the
27 clearance between the display (screen) and the top case is engineered to tight tolerances.”
28 Inadvertently admitting the existence of the Defect, Apple proceeded to caution its users for the very

1 first time, suggesting that “[i]f you use a camera cover, palm rest cover, or keyboard cover with your
2 Mac notebook, remove the cover before closing your display. Leaving any materials on your display,
3 keyboard, or palm rest might interfere with the display when it’s closed and cause damage to your
4 display.” But as the comments reported below demonstrate, the Defect manifests independently of
5 these considerations. In fact, many users, including several Plaintiffs, do not use any of the covers
6 Apple mentions. Instead, the issues develop on their own without user interference.

7 3. Accordingly, Plaintiffs bring their claims against Apple individually and on behalf of
8 a class of all others similarly situated for (1) violation of California’s Unfair Competition Law, Cal.
9 Bus. & Prof. Code § 17200, *et seq.*; (2) violation of the Consumers Legal Remedies Act, Cal. Civ.
10 Code § 1750, *et seq.*; (3) violation of the Song-Beverly Consumer Warranty Act, Cal. Civ. Code §
11 1792, *et seq.*; (4) violation of California’s False Advertising Law, Cal. Bus. & Prof. Code § 17200,
12 *et seq.*; (5) violation of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201.,
13 *et seq.*; (6) violation of Mass. Gen. Laws ch. 93A, § 1 *et seq.*; (7) violation of the New Jersey
14 Consumer Fraud Act, N.J. Stat. Ann. § 56:8-1, *et seq.*; (8) violation of the New York General
15 Business Law, N.Y. Gen. Bus. Law §§ 349, *et seq.*; (9) violation of the New York General Business
16 Law, N.Y. Gen. Bus. Law §§ 350, *et seq.*; (10) violation of the North Carolina Consumer Protection
17 Act, N.C. Gen. Stat. § 75-1.1, *et seq.*; (11) violation of the Rhode Island Deceptive Trade Practices
18 Act, R.I. Gen. Law §§ 6-13.1, *et seq.*; (12) violation of the Virginia Consumer Protection Act, Va.
19 Code Ann. § 59.1-196, *et seq.*; (13) Fraud; (14) Constructive Fraud; (15) Fraudulent Inducement;
20 (16) Money Had and Received; (17) Fraudulent Omission or Concealment; (18) Fraudulent
21 Misrepresentation; (19) Negligent Misrepresentation; (20) Quasi-Contract / Unjust Enrichment; (21)
22 Breach of Express Warranty; (22) Breach of Implied Warranty of Merchantability; (23) Breach of
23 Contract / Common Law Warranty; and (24) violation of the Magnuson-Moss Warranty Act, 15
24 U.S.C. §§ 2301, *et seq.*

25 THE PARTIES

26 4. Plaintiff Daniel Friend is, and at all times relevant to this action has been, a citizen of
27 Fullerton, California. In or around May 2021, Plaintiff Friend purchased his M1 MacBook Pro
28 directly from Apple at its Apple Brea Mall store location. Prior to his purchase of the M1 MacBook,

1 he did not know, nor could he have known through reasonable diligence, of the Defect in his laptop.
2 Due to the Defect, Plaintiff Friend's laptop did not operate as Defendant warranted and promised in
3 its advertisements, representations, packaging, and the information publicly available in the
4 marketplace as identified below and which Plaintiff Friend relied upon when deciding to purchase
5 his laptop. Nonetheless, shortly after Plaintiff's Friend's purchase and during the normal course of
6 use of his M1 MacBook, his screen displayed horizontal lines followed shortly after by cracks on the
7 right side of the screen, rendering the display inoperable. Accordingly, not only was Plaintiff
8 Friend's M1 MacBook defective at the point of sale due to the Defect, but Apple has exacerbated the
9 problems via its misrepresentations and omissions concerning the M1 MacBook's screen. As a result
10 of Apple's actions, Plaintiff Friend did not receive the benefit of his bargain and was injured as a
11 result. To remedy this Defect, Plaintiff Friend visited Apple's Genius Bar to have his M1 MacBook
12 repaired under Apple's one-year limited warranty. However, Apple informed Plaintiff Friend that it
13 would not cover the cost of his screen, leaving him \$615 out of pocket for the cost of the repair. If
14 Plaintiff Friend had been told of this Defect and the deceptive manner in which Apple would conceal
15 this Defect and thereafter refuse to cover it under its warranty, Plaintiff Friend would not have
16 purchased his M1 MacBook, or would have paid substantially less. Plaintiff Friend remains very
17 much interested in purchasing Apple's laptops in the future and would consider doing so, if he felt
18 confident that Apple would correct the problems discussed here and throughout this Complaint.

19 5. Plaintiff Daphne Pareas is, and at all times relevant to this action has been, a citizen
20 of Los Altos, California. In or around November 2021, Plaintiff Pareas purchased her M1 MacBook
21 Air directly from Apple at its online store, www.apple.com. Prior to her purchase of the M1
22 MacBook, she did not know, nor could she have known through reasonable diligence, of the Defect
23 in her laptop. Due to the Defect, Plaintiff Pareas' laptop did not operate as Defendant warranted and
24 promised in its advertisements, representations, packaging, and the information publicly available in
25 the marketplace as identified below and which Plaintiff Pareas relied on to make her purchase.
26 Nonetheless, shortly after Plaintiff Pareas' purchase and during the normal course of use of her M1
27 MacBook, cracks began to form on the laptop's screen and were soon accompanied by black bars
28 streaking across the display, rendering the display inoperable. Accordingly, not only was Plaintiff

1 Pareas' M1 MacBook defective at the point of sale due to the Defect, but Apple has exacerbated the
2 problems via its misrepresentations and omissions concerning the M1 MacBook's screen. As a result
3 of Apple's actions, Plaintiff Pareas did not receive the benefit of her bargain and was injured as a
4 result. To remedy this Defect, Plaintiff Pareas visited Mobile Kangaroo, an Authorized Service
5 Provider, to have her M1 MacBook repaired under Apple's one-year limited warranty. However,
6 Apple informed Plaintiff Pareas that it would not cover the cost of her screen. Due to financial
7 reasons, Plaintiff Pareas has not had her laptop repaired and instead, has only been able to use her
8 laptop when plugged into an external monitor, i.e. as a desktop computer instead of as a laptop. If
9 Plaintiff Pareas had been told of this Defect and the deceptive manner in which Apple would conceal
10 this Defect and thereafter refuse to cover it under its warranty, Plaintiff Pareas would not have
11 purchased her M1 MacBook, or would have paid substantially less. Plaintiff Pareas remains very
12 much interested in purchasing Apple's laptops in the future and would consider doing so, if she felt
13 confident that Apple would correct the problems discussed here and throughout this Complaint.

14 6. Plaintiff Scott Seveland is, and at all times relevant to this action has been, a citizen
15 of Pompano Beach, Florida. In or around March 2021, Plaintiff Seveland purchased his M1
16 MacBook Air directly from Apple at its online store at www.apple.com. Prior to his purchase of the
17 M1 MacBook, he did not know, nor could he have known through reasonable diligence, of the Defect
18 in his laptop. Due to the Defect, Plaintiff Seveland's laptop did not operate as Defendant warranted
19 and promised in its advertisements, representations, packaging, and the information publicly
20 available in the marketplace as identified below and which Plaintiff Seveland relied on to make his
21 purchase. Nonetheless, shortly after Plaintiff's Seveland's purchase and during the normal course
22 of use of his M1 MacBook, his screen displayed black bars followed by cracks, rendering the display
23 inoperable. Accordingly, not only was Plaintiff Seveland's M1 MacBook defective at the point of
24 sale due to the Defect, but Apple has exacerbated the problems via its misrepresentations and
25 omissions concerning the M1 MacBook's screen. As a result of Apple's actions, Plaintiff Seveland
26 did not receive the benefit of his bargain and was injured as a result. To remedy this Defect, Plaintiff
27 Seveland visited an Apple store located in Palm Beach, Florida to have his M1 MacBook repaired
28 under Apple's one-year limited warranty. However, Apple informed Plaintiff Seveland that it would

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