UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Martin Gisairo, Plaintiff, v. Lenovo (United States) Inc., Defendant.	Case No. 19-cv-2727 (WMW/LIB) **ORDER GRANTING IN PART AND DENYING IN PART DEFENDANT'S MOTION TO DISMISS**

This matter is before the Court on Defendant's motion to dismiss Plaintiff's first amended complaint (complaint) for lack of standing, for failure to plead with particularity, and for failure to state any claim on which relief can be granted. (Dkt. 32.) For the reasons addressed below, the Court grants in part and denies in part Defendant's motion.

BACKGROUND

Plaintiff Martin Gisairo (Gisairo) is a United States citizen residing in Minnesota. Defendant Lenovo (United States) Inc. (Lenovo) is a Delaware corporation with its principal place of business in North Carolina. Lenovo designs, manufactures, and sells computers over the internet to consumers in the United States. This putative class-action lawsuit arises from the alleged defects in two Lenovo computer models, the Yoga 520, which is better known as the Flex 5 laptop in the North American market, and the Yoga 730.

Lenovo represents to consumers that the Flex 5 has a "360-degree hinge" and is able to "easily flip into tablet mode . . . [or] tent mode." The Yoga 730 includes a similar

functionality, including 360-degree flexibility and the ability to "transition from tablet mode to laptop mode and back." Gisairo alleges that "Lenovo's marketing materials also boast of 'Ultra HD' and '4k' high resolution displays, claiming that 'you'll see every detail' and 'you'll be able to watch movies and browse the web in vivid detail from nearly every angle.' "

On December 29, 2017, Gisairo purchased a Lenovo Flex 5 laptop that included a limited warranty stating, in part: "each Lenovo hardware product that you purchase is free from defects in materials and workmanship under normal use during the warranty period."

Gisairo alleges that the Yoga 730 and the Flex 5 laptops are designed and manufactured with a monitor display defect. According to Gisairo, the defect causes part or all of the monitor display to "flicker, freeze, black out, and/or display corrupted visuals." Gisairo also alleges that when these issues occur, "use of the computer is, at best, difficult, and often impossible because the user cannot see their own input or the computer's visual output." This alleged defect "renders the device partially or wholly unusable." And the defect is "triggered and exacerbated when the display is opened or moved, such as when the user folds the monitor into tent or tablet mode," Gisairo alleges.

Gisairo commenced this putative class-action lawsuit, arising from the alleged defects in both the Yoga 730 and Flex 5 devices, on October 17, 2019. Lenovo moved to dismiss Gisairo's complaint on January 3, 2020. Gisairo filed an amended complaint approximately one month later on February 10, 2020. The amended complaint alleges 10 counts against Lenovo. Counts I through V allege violations of the following statutes: Minnesota Prevention of Consumer Fraud Act (MPCFA), Minnesota Deceptive Trade

Practices Act (MDTPA), Minnesota Unlawful Trade Practices Act (MUTPA), Minnesota False Statements in Advertising Act (MFSAA), and Minnesota's Private Attorney General Statute, respectively. Counts VI through X allege the following: breach of express warranty in violation of the Magnuson-Moss Warranty Act, breach of implied warranty in violation of the Magnuson-Moss Warranty Act, breach of implied warranty, breach of express warranty, and unjust enrichment, respectively. Gisairo seeks both injunctive relief and damages. Lenovo moves to dismiss Counts I–V, VII, VIII, and X, for lack of standing, failure to plead with particularity, and failure to state a claim on which relief can be granted. *See* Fed. R. Civ. P. 9(b), 12(b)(1), 12(b)(6).

ANALYSIS

Lenovo seeks to dismiss Gisairo's complaint on various grounds, arguing that Gisairo lacks standing, Gisairo fails to meet pleading requirements, and certain claims are barred based on the alleged contract between the parties.[1] These arguments are addressed in turn.

I. Standing

Lenovo argues that Gisairo lacks standing under Article III of the United States Constitution to pursue claims relating to the Yoga 730 laptop model, a model that Gisairo did *not* purchase. Gisairo argues that he has Article III standing to bring his claim based

[1] Lenovo also maintains that the economic-loss doctrine bars Gisairo's Minnesota statutory claims. Under Minnesota law, this doctrine applies only to common-law tort or misrepresentation claims. *See* Minn. Stat. § 604.101; *accord Daigle v. Ford Motor Co.*, 713 F. Supp. 2d 822, 829 (D. Minn. 2010). Because such claims do not appear in the complaint, this argument need not be addressed.

on his purchase of the allegedly defective Flex 5 model and that he may represent a class consisting of purchasers who experienced similar defects with their Yoga 730 laptops.

The jurisdiction of federal courts extends only to actual cases or controversies. U.S. Const. art. III, § 2, cl. 1; *Neighborhood Transp. Network, Inc. v. Pena*, 42 F.3d 1169, 1172 (8th Cir. 1994). To satisfy the case-or-controversy requirement of Article III, a plaintiff must establish standing as an "indispensable part of the plaintiff's case." *Lujan v. Defs. of Wildlife*, 504 U.S. 555, 561 (1992); *accord Hargis v. Access Capital Funding, LLC*, 674 F.3d 783, 790 (8th Cir. 2012). Standing is determined based on the facts as they existed when the complaint was filed. *Lujan*, 504 U.S. at 569 n.4. As a jurisdictional prerequisite, standing must be established before reaching the merits of a lawsuit, and a federal district court must dismiss any aspect of a lawsuit over which the court lacks subject-matter jurisdiction. *City of Clarkson Valley v. Mineta*, 495 F.3d 567, 569 (8th Cir. 2007); s*ee* Fed. R. Civ. P. 12(h)(3). Therefore, the Court first addresses standing.

To satisfy the requirements of standing, each plaintiff must (1) suffer an injury in fact, (2) establish a causal relationship between the contested conduct and the alleged injury, and (3) demonstrate that a favorable decision would redress the injury. *City of Clarkson Valley*, 495 F.3d at 569; *accord Hargis*, 674 F.3d at 790. An injury in fact "must be concrete, particularized, and actual or imminent." *Clapper v. Amnesty Int'l USA*, 568 U.S. 398, 409 (2013) (internal quotation marks omitted). The purpose of the imminence requirement "is to ensure that the alleged injury is not too speculative for Article III purposes—that the injury is *certainly* impending." *Id.* (internal quotation marks omitted). Allegations of a possible future injury are insufficient to confer standing. *Id.*

Whether Gisairo has standing for products in the Lenovo line that he did not purchase presents a question of law that pertains to the intersection of Article III standing and class certification under Rule 23, Fed. R. Civ. P.

In certain circumstances, questions of standing in a class-action case may be postponed until after the class has been certified when class certification is "logically antecedent" to standing. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 612 (1997) (concluding that, because class-certification issues were "logically antecedent to the existence of any Article III issues," it was appropriate to address the class-certification issues first); *see also Ortiz v. Fibreboard Corp.*, 527 U.S. 815, 831 (1999) (describing class-certification issues as " 'logically antecedent' to Article III concerns").

Courts across the United States, including courts within the District of Minnesota, have split on whether and in what circumstances Article III standing issues may be postponed until after class certification when class certification is "logically antecedent" to standing. *In re Refrigerant Compressors Antitrust Litig.*, No. 2:09-md-02042, 2012 WL 2917365, at *5 (E.D. Mich. July 17, 2012) (internal quotation marks omitted) (recognizing split); *compare Barclay v. ICON Health & Fitness, Inc.*, No. 19-cv-2970 (ECT/DTS), 2020 WL 6083704, at *6 (D. Minn. Oct. 15, 2020) (concluding that the issue of whether plaintiffs may "assert any claims concerning treadmill models that they did not purchase" is not an issue of standing but instead "is better resolved at class certification"), *with Chin v. Gen. Mills, Inc.*, No. 12-2150 (MJD/TNL), 2013 WL 2320455, at *3–4 (D. Minn. June 3, 2013) (holding that plaintiff who purchased one product lacked standing to challenge alleged misrepresentations pertaining to another related product that plaintiff had not purchased).

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