

BURSOR & FISHER, P.A.

L. Timothy Fisher (State Bar No. 191626)
Sean L. Litteral (State Bar No. 331985)
1990 North California Blvd., Suite 940
Walnut Creek, CA 94596
Telephone: (925) 300-4455
Facsimile: (925) 407-2700
Email: ltfisher@bursor.com
slitteral@bursor.com

MIGLIACCIO & RATHOD LLP

Nicholas A. Migliaccio (*pro hac vice*)
Jason S. Rathod (*pro hac vice*)
412 H St., NE
Washington, D.C. 20002
Telephone: (202) 470-3520
Facsimile: (202) 800-2730
E-Mail: nmigliaccio@classlawdc.com
jrathod@classlawdc.com

Attorneys for Plaintiffs

**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

1 not cover the cost of his screen, leaving Plaintiff Seveland \$428 out of pocket. If Plaintiff Seveland
2 had been told of this Defect and the deceptive manner in which Apple would conceal this Defect and
3 thereafter refuse to cover it under its warranty, Plaintiff Seveland would not have purchased his M1
4 MacBook, or would have paid substantially less. Plaintiff Seveland remains very much interested in
5 purchasing Apple's laptops in the future and would consider doing so, if he felt confident that Apple
6 would correct the problems discussed here and throughout this Complaint.

7 7. Plaintiff Patrice Sherman is, and at all times relevant to this action has been, a citizen
8 of Cambridge, Massachusetts. In or around May 2021, Plaintiff Sherman purchased her M1
9 MacBook Air directly from Apple at its online store, www.apple.com. Prior to her purchase of the
10 M1 MacBook, she did not know, nor could she have known through reasonable diligence, of the
11 Defect in her laptop. Due to the Defect, Plaintiff Sherman's laptop did not operate as Defendant
12 warranted and promised in its advertisements, representations, packaging, and the information
13 publicly available in the marketplace as identified below and which Plaintiff Sherman relied on to
14 make her purchase. Nonetheless, shortly after Plaintiff Sherman's purchase and during the normal
15 course of use of her M1 MacBook, her screen displayed black bars followed by cracks, rendering her
16 screen inoperable. Accordingly, not only was Plaintiff Sherman's M1 MacBook defective at the
17 point of sale due to the Defect, but Apple has exacerbated the problems via its misrepresentations
18 and omissions concerning the M1 MacBook's screen. As a result of Apple's actions, Plaintiff
19 Sherman did not receive the benefit of her bargain and was injured as a result. To remedy this Defect,
20 Plaintiff Sherman visited Apple's CambridgeSide store to have her M1 MacBook repaired under
21 Apple's one-year limited warranty. However, Apple informed Plaintiff Sherman that it would not
22 cover the cost of her screen, leaving Plaintiff Sherman \$428 out of pocket. If Plaintiff Sherman had
23 been told of this Defect and the deceptive manner in which Apple would conceal this Defect and
24 thereafter refuse to cover it under its warranty, Plaintiff Sherman would not have purchased her M1
25 MacBook, or would have paid substantially less. Plaintiff Sherman remains very much interested in
26 purchasing Apple's laptops in the future and would consider doing so, if she felt confident that Apple
27 would correct the problems discussed here and throughout this Complaint.

28 ///

1 8. Plaintiff Nestor Almeida is, and at all times relevant to this action has been, a citizen
2 of Belleville, New Jersey. In or around January 2021, Plaintiff Almeida purchased his M1 MacBook
3 Pro directly from Apple at its online store, www.apple.com. Prior to his purchase of the M1
4 MacBook, he did not know, nor could he have known through reasonable diligence, of the Defect in
5 his laptop. Due to the Defect, Plaintiff Almeida's laptop did not operate as Defendant warranted and
6 promised in its advertisements, representations, packaging, and the information publicly available in
7 the marketplace as described below and which Plaintiff Almeida relied on to make his purchase.
8 Nonetheless, shortly after Plaintiff Almeida's purchase and during the normal course of use of his
9 M1 MacBook, his screen displays magenta squares followed by the whole screen going black,
10 rendering the screen inoperable. Accordingly, not only was Plaintiff Almeida's M1 MacBook
11 defective at the point of sale due to the Defect, but Apple has exacerbated the problems via its
12 misrepresentations and omissions concerning the M1 MacBook's screen. As a result of Apple's
13 actions, Plaintiff Almeida did not receive the benefit of his bargain and was injured as a result. To
14 remedy this Defect, Plaintiff Almeida visited an Apple store in Staten Island, New York to have his
15 M1 MacBook repaired under Apple's one-year limited warranty. However, Apple informed Plaintiff
16 Almeida that it would not cover the cost of his screen, otherwise leaving him out of pocket for the
17 cost of repair or replacement. If Plaintiff Almeida had been told of this Defect and the deceptive
18 manner in which Apple would conceal this Defect and thereafter refuse to cover it under its warranty,
19 Plaintiff Almeida would not have purchased his M1 MacBook, or would have paid substantially less.
20 Plaintiff Almeida remains very much interested in purchasing Apple's laptops in the future and
21 would consider doing so, if he felt confident that Apple would correct the problems discussed here
22 and throughout this Complaint.

23 9. Plaintiff Adelina LaVecchia is, and at all times relevant to this action has been, a
24 citizen of Middlesex, New Jersey. In or around January 2021, Plaintiff LaVecchia purchased her
25 M1 MacBook Pro from a BestBuy located in Bridgewater, New Jersey. Prior to her purchase of the
26 M1 MacBook, she did not know, nor could she have known through reasonable diligence, of the
27 Defect in her laptop. Due to the Defect, Plaintiff LaVecchia's laptop did not operate as Defendant
28 warranted and promised in its advertisements, representations, packaging, and the information

1 publicly available in the marketplace as identified below and which Plaintiff LaVecchia relied on to
2 make her purchase. Nonetheless, shortly after Plaintiff LaVecchia's purchase and during the normal
3 course of use of her M1 MacBook, her screen developed internal cracks accompanied by blue and
4 purple discoloration spread across a black screen, rendering the screen inoperable. Accordingly, not
5 only was Plaintiff LaVecchia's M1 MacBook defective at the point of sale due to the Defect, but
6 Apple has exacerbated the problems via its misrepresentations and omissions concerning the M1
7 MacBook's screen. As a result of Apple's actions, Plaintiff LaVecchia did not receive the benefit of
8 her bargain and was injured as a result. To remedy this Defect, Plaintiff LaVecchia visited an Apple
9 store located in Bridgewater, New Jersey to have her M1 MacBook repaired under Apple's one-year
10 limited warranty. However, Apple informed Plaintiff LaVecchia that it would not cover the cost of
11 her screen, leaving her \$578 out of pocket for the cost of the repair. If Plaintiff LaVecchia had been
12 told of this Defect and the deceptive manner in which Apple would conceal this Defect and thereafter
13 refuse to cover it under its warranty, Plaintiff LaVecchia would not have purchased her M1
14 MacBook, or would have paid substantially less. Plaintiff LaVecchia remains very much interested
15 in purchasing Apple's laptops in the future and would consider doing so, if she felt confident that
16 Apple would correct the problems discussed here and throughout this Complaint.

17 10. Plaintiff Dan Henderson is, and at all times relevant to this action has been, a citizen
18 of Williamstown, New Jersey. In or around November 2020, Plaintiff Henderson purchased his M1
19 MacBook Air directly from Apple at its Williamston location. Prior to his purchase of the M1
20 MacBook, he did not know, nor could he have known through reasonable diligence, of the Defect in
21 his laptop. Due to the Defect, Plaintiff Henderson's laptop did not operate as Defendant warranted
22 and promised in its advertisements, representations, packaging, and the information publicly
23 available in the marketplace as identified below and which Plaintiff Henderson relied on to make his
24 purchase. For example, during Plaintiff Henderson's normal course of use of his M1 MacBook, his
25 screen displayed black bars followed by cracks, rendering the screen inoperable. Accordingly, not
26 only was Plaintiff Henderson's M1 MacBook defective at the point of sale due to the Defect, but
27 Apple has exacerbated the problems via its misrepresentations and omissions concerning the M1
28 MacBook's screen. As a result of Apple's actions, Plaintiff Henderson did not receive the benefit of

1 his bargain and was injured as a result. To remedy this Defect, Plaintiff Henderson visited Apple's
2 Williamstown store to have his M1 MacBook repaired under Apple's one-year limited warranty.
3 However, Apple informed Plaintiff Henderson that it would not cover the cost of his screen, leaving
4 him \$428 out of pocket. If Plaintiff Henderson had been told of this Defect and the deceptive manner
5 in which Apple would conceal this Defect and thereafter refuse to cover it under its warranty,
6 Plaintiff Henderson would not have purchased his M1 MacBook, or would have paid substantially
7 less. Plaintiff Henderson remains very much interested in purchasing Apple's laptops in the future
8 and would consider doing so, if she felt confident that Apple would correct the problems discussed
9 here and throughout this Complaint.

10 11. Plaintiff Maritza Angeles is, and at all times relevant to this action has been, a citizen
11 of New York, New York. In or around December 2020, Plaintiff Angeles purchased her M1
12 MacBook Air from an Apple store located in New York, New York. Prior to her purchase of the M1
13 MacBook, she did not know, nor could she have known through reasonable diligence, of the Defect
14 in her laptop. Due to the Defect, Plaintiff Angeles' laptop did not operate as Defendant warranted
15 and promised in its advertisements, representations, packaging, and the information publicly
16 available in the marketplace as identified below and which Plaintiff Angeles relied on to make her
17 purchase. Nonetheless, shortly after Plaintiff Angeles' purchase and during the normal course of use
18 of her M1 MacBook, her screen developed internal cracks accompanied by their spreading across
19 the screen, rendering the display inoperable. Accordingly, not only was Plaintiff Angeles' M1
20 MacBook defective at the point of sale due to the Defect, but Apple has exacerbated the problems
21 via its misrepresentations and omissions concerning the M1 MacBook's screen. As a result of
22 Apple's actions, Plaintiff Angeles did not receive the benefit of her bargain and was injured as a
23 result. To remedy this Defect, Plaintiff Angeles visited the Apple store where she made her purchase
24 to have her M1 MacBook repaired under Apple's one-year limited warranty. However, Apple
25 informed Plaintiff Angeles that it would not cover the cost of her screen. Due to financial reasons,
26 Plaintiff Angeles has had to forego this repair. If Plaintiff Angeles had been told of this Defect and
27 the deceptive manner in which Apple would conceal this Defect and thereafter refuse to cover it
28 under its warranty, Plaintiff Angeles would not have purchased her M1 MacBook, or would have

1 paid substantially less. Plaintiff Angeles remains very much interested in purchasing Apple's laptops
2 in the future and would consider doing so, if she felt confident that Apple would correct the problems
3 discussed here and throughout this Complaint.

4 12. Plaintiff Tim Inselmann is, and at all times relevant to this action has been, a citizen
5 of Center Moriches, New York. In or around January 2021, Plaintiff Inselmann purchased his M1
6 MacBook Pro online from Amazon. Prior to his purchase of the M1 MacBook, he did not know, nor
7 could he have known through reasonable diligence, of the Defect in his laptop. Due to the Defect,
8 Plaintiff Inselmann's laptop did not operate as Defendant warranted and promised in its
9 advertisements, representations, packaging, and the information publicly available in the
10 marketplace as identified below and which Plaintiff Inselmann relied on to make his purchase.
11 Nonetheless, shortly after Plaintiff Inselmann's purchase and during the normal course of use of his
12 M1 MacBook, his screen displayed cracks on the right-side and middle of the screen, rendering the
13 display inoperable. Accordingly, not only was Plaintiff Inselmann's M1 MacBook defective at the
14 point of sale due to the Defect, but Apple has exacerbated the problems via its misrepresentations
15 and omissions concerning the M1 MacBook's screen. As a result of Apple's actions, Plaintiff
16 Inselmann did not receive the benefit of his bargain and was injured as a result. To remedy this
17 Defect, Plaintiff Inselmann visited an Apple store located in Lake Grove, New York to have his M1
18 MacBook repaired under Apple's one-year limited warranty. However, Apple informed Plaintiff
19 Inselmann that it would not cover the cost of his screen, leaving him \$460 out of pocket for the cost
20 of the repair. If Plaintiff Inselmann had been told of this Defect and the deceptive manner in which
21 Apple would conceal this Defect and thereafter refuse to cover it under its warranty, Plaintiff
22 Inselmann would not have purchased his M1 MacBook, or would have paid substantially less.
23 Plaintiff Inselmann remains interested in purchasing Apple's laptops in the future and would consider
24 doing so, if he felt confident that Apple would correct the problems discussed here and throughout
25 this Complaint.

26 13. Plaintiff William West-Davis is, and at all times relevant to this action has been, a
27 citizen of Kings Mountain, North Carolina. In or around February 2021, Plaintiff West-Davis
28 purchased his M1 MacBook Pro from Best Buy. Prior to his purchase of the M1 MacBook, he did

1 not know, nor could he have known through reasonable diligence, of the Defect in his laptop. Due
2 to the Defect, Plaintiff West-Davis' 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 West-Davis relied on to make his purchase. For
5 example, during Plaintiff West-Davis' normal course of use of his M1 MacBook, his screen
6 displayed black bars followed by cracks, rendering the screen inoperable. Accordingly, not only was
7 Plaintiff West-Davis' M1 MacBook defective at the point of sale due to the Defect, but Apple has
8 exacerbated the problems via its misrepresentations and omissions concerning the M1 MacBook's
9 screen. As a result of Apple's actions, Plaintiff West-Davis did not receive the benefit of his bargain
10 and was injured as a result. To remedy this Defect, Plaintiff West-Davis visited Apple's Charlotte
11 North Lake mall store to have his M1 MacBook repaired under Apple's one-year limited warranty.
12 However, Apple informed Plaintiff West-Davis that it would not cover the cost of his screen, leaving
13 him more than \$1000 out of pocket. If Plaintiff West-Davis had been told of this Defect and the
14 deceptive manner in which Apple would conceal this Defect and thereafter refuse to cover it under
15 its warranty, Plaintiff West-Davis would not have purchased his M1 MacBook, or would have paid
16 substantially less. Plaintiff West-Davis remains very much interested in purchasing Apple's laptops
17 in the future and would consider doing so, if he felt confident that Apple would correct the problems
18 discussed here and throughout this Complaint.

19 14. Plaintiff Patricia Medbery is, and at all times relevant to this action has been, a citizen
20 of Portsmouth, Rhode Island. In or around November 2020, Plaintiff Medbery purchased her M1
21 MacBook Pro directly from Amazon. Prior to her purchase of the M1 MacBook, she did not know,
22 nor could she have known through reasonable diligence, of the Defect in her laptop. Due to the
23 Defect, Plaintiff Medbery's laptop did not operate as Defendant warranted and promised in its
24 advertisements, representations, packaging, and the information publicly available in the
25 marketplace as described below and which Plaintiff Medberry relied on to make her purchase.
26 Nonetheless, shortly after Plaintiff Medbery's purchase and during the normal course of use of her
27 M1 MacBook, her screen displayed cracks towards the bottom of the display, rendering the display
28 inoperable. Accordingly, not only was Plaintiff Medbery's M1 MacBook defective at the point of

1 sale due to the Defect, but Apple has exacerbated the problems via its misrepresentations and
2 omissions concerning the M1 MacBook's screen. As a result of Apple's actions, Plaintiff Medbery
3 did not receive the benefit of her bargain and was injured as a result. To remedy this Defect, Plaintiff
4 Medbery called Apple's customer support line to ask whether her M1 MacBook would be repaired
5 under Apple's one-year limited warranty. Apple informed Plaintiff Medbery that it would not cover
6 the cost of her screen, and was not quoted a repair price. If Plaintiff Medbery had been told of this
7 Defect and the deceptive manner in which Apple would conceal this Defect and thereafter refuse to
8 cover it under its warranty, Plaintiff Medbery would not have purchased her M1 MacBook, or would
9 have paid substantially less. Plaintiff Medbery remains very much interested in purchasing Apple's
10 laptops in the future and would consider doing so, if she felt confident that Apple would correct the
11 problems discussed here and throughout this Complaint.

12 15. Plaintiff Handy Colindrez is, and at all times relevant to this action has been, a citizen
13 of Woodbridge, Virginia. In or around April 2021, Plaintiff Colindrez purchased her M1 MacBook
14 Pro from a Best Buy located in Woodbridge. Prior to her purchase of the M1 MacBook, she did not
15 know, nor could she have known through reasonable diligence, of the Defect in her laptop. Due to
16 the Defect, Plaintiff Colindrez's laptop did not operate as Defendant warranted and promised in its
17 advertisements, representations, packaging, and the information publicly available in the
18 marketplace as identified below and which Plaintiff Colindrez relied on to make her purchase.
19 Nonetheless, shortly after Plaintiff Colindrez's purchase and during the normal course of use of her
20 M1 MacBook, her screen displayed lines and purple squares, covering the screen and rendering the
21 screen inoperable. Accordingly, not only was Plaintiff Colindrez's M1 MacBook defective at the
22 point of sale due to the Defect, but Apple has exacerbated the problems via its misrepresentations
23 and omissions concerning the M1 MacBook's screen. As a result of Apple's actions, Plaintiff
24 Colindrez did not receive the benefit of her bargain and was injured as a result. To remedy this
25 Defect, Plaintiff Colindrez visited Apple's Genius Bar on June 7, 2021 located in Woodbridge to
26 have her M1 MacBook repaired under Apple's one-year limited warranty. Apple repaired his M1
27 MacBook under warranty. But the same lines and squares reappeared. Accordingly, Plaintiff
28 Colindrez returned to the Genius Bar on July 9, 2021 and was issued another repair. However, since

1 then, Plaintiff Colindrez's MacBook redeveloped the same lines and squares, rendering her display
2 useless. If Plaintiff Colindrez had been told of this Defect and the deceptive manner in which Apple
3 would conceal this Defect and thereafter refuse to cover it under its warranty, Plaintiff Colindrez
4 would not have purchased her M1 MacBook, or would have paid substantially less. Plaintiff
5 Colindrez remains very much interested in purchasing Apple's laptops in the future and would
6 consider doing so, if she felt confident that Apple would correct the problems discussed here and
7 throughout this Complaint.

8 16. Defendant Apple, Inc. is incorporated under the laws of the State of California and
9 maintains its principal place of business in Cupertino, California. In August 2018, Apple became
10 the world's first company to record a market capitalization of \$1 trillion and approximately two years
11 later, became the first publicly traded U.S. company to surpass \$2 trillion in August 2020.¹

12 JURISDICTION AND VENUE

13 17. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A)
14 because this case is a class action where the aggregate claims of all members of the proposed class
15 are in excess of \$5,000,000.00, exclusive of interest and costs, and Plaintiffs, as well as most
16 members of the proposed class, are citizens of states different from Defendant. This Court also has
17 supplemental jurisdiction over state law claims pursuant to 28 U.S.C. § 1367.

18 18. This Court has personal jurisdiction over Apple because its principal place of business
19 is within this District and it has sufficient minimum contacts in California to render the exercise of
20 jurisdiction by this Court proper and necessary.

21 19. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial part
22 of the events or omission giving rise to Plaintiffs' claims occurred in this District.

23 20. The practices described herein were conceived, reviewed, approved, and otherwise
24 controlled from Apple's headquarters in Cupertino, California. Employees at Apple's headquarters
25 directed the production and assembly of the M1 MacBook's hardware and software, including the
26 defective screens. Promotional activities and literature were developed and coordinated at, and

27 ¹ Sergei Klebnikov, "Apple Becomes First U.S. Company Worth More Than \$2 Trillion," *Forbes*
28 (Aug. 19, 2020), <https://www.forbes.com/sites/sergeiklebnikov/2020/08/19/apple-becomes-first-us-company-worth-more-than-2-trillion/?sh=56d534a66e6e> (last accessed Oct. 27, 2021).

1 emanated from, Apple’s California headquarters. The launch event for the M1 MacBook occurred
 2 in Cupertino. Apple made critical decisions about the development, marketing, and advertising of
 3 the M1 MacBook in California. Misrepresentations and omissions alleged herein were made by
 4 Apple employees based in California and were contained, among other places, on Apple’s website,
 5 which is maintained by Apple employees based in California. Warranty policies and procedures also
 6 were developed and carried out by Apple employees in Cupertino.

FACTUAL ALLEGATIONS

A. An Overview Of A Laptop’s Key Features

7
 8
 9 21. Merriam-Webster defines “laptop” as “a portable microcomputer having its main
 10 components (such as processor, keyboard, and display screen) integrated into a single unit capable
 11 of battery-powered operation.”² HowStuffWorks supports this definition by drawing a distinction
 12 between a desktop computer and a laptop:

13 A *desktop* computer includes a motherboard, video card, hard drive
 14 and other components in a large case. The monitor, keyboard, and
 15 other peripherals connect wirelessly or with cables . . . A *laptop*,
 16 however, is much smaller and lighter than even the most compact PC
 tower. *Its screen is an integrated part of the unit, as is its keyboard.*³

17 (emphasis added).

18 22. Cambridge Dictionary defines “laptop” as “a computer that is small enough to be
 19 carried around easily and is flat when closed.”⁴ Cambridge Dictionary provides the following
 20 alternative definition: “a computer that is small enough to be carried around easily and is designed
 21 for use outside an office.”⁵

22 23. In fact, according to Engineering360, “[t]he main advantage of a laptop is a compact
 23 form factor, facilitated by an integrated, hinged display . . . and can be transported in common toting

24 ² “Laptop,” *Merriam-Webster*, <https://www.merriam-webster.com/dictionary/laptop> (last accessed
 25 Oct. 26, 2021).

26 ³ Tracy v. Wilson and Robert Valdes, “How Laptops Work,” *HowStuffWorks* (May 12, 2021),
<https://computer.howstuffworks.com/laptop.htm> (last accessed Oct. 26, 2021).

27 ⁴ “Laptop,” *Cambridge Dictionary*, <https://dictionary.cambridge.org/us/dictionary/english/laptop>
 (last accessed Oct. 26, 2021).

28 ⁵ *Id.*

1 articles, such as a briefcase or schoolbag.”⁶ To this point, RS Web Solutions states that “[t]he first
2 and main advantage of a laptop, in comparison with a stationary computer, is its mobility . . . Laptops
3 are highly portable [by] virtue of their compact size. They can be easily taken from one place to
4 another in a carrying case or backpack. This is what makes them a highly convenient device that
5 you can carry even while traveling.”⁷

6 24. Because laptops are used outside of an office or other similar workstation, “[t]he
7 display is arguably the second-most important piece of hardware in a good laptop. After all, it’s the
8 means by which you actually use the device.”⁸ According to AnAndTech, when purchasing a new
9 laptop “it would be hard to argue that the display quality shouldn’t be near the top. There’s simply
10 no other part of a [laptop] that you’re going to use more.”⁹

11 25. Accordingly, consumers seeking to purchase a laptop over a desktop are, at a
12 minimum, interested in purchasing (1) an integrated unit, combining the display, keyboard, and
13 processor that is (2) portable, allowing the user to easily move around and travel with their unit. In
14 doing so, consumers reasonably expect their laptops to exist independently of external monitors for
15 their use and to withstand the normal use involved in transporting and loading and unloading their
16 laptops and opening and closing their laptop display.

17 **B. Apple Releases The M1 MacBook, Emphasizing The Interrelationship**
18 **Between The M1’s Superior Technology And Screen Display Capabilities**

19 26. According to Greg Joswiak, Senior Vice President of Apple’s Worldwide Marketing,
20 in designing the M1 MacBook, Apple stayed true to co-founder Steven Jobs’ commitment that Apple

21 ⁶ “Notebook and Laptop Computers Information,” Engineering360,
22 [https://www.globalspec.com/learnmore/industrial_computers_embedded_computer_components/m
obile_computing/notebook_laptop_computers](https://www.globalspec.com/learnmore/industrial_computers_embedded_computer_components/mobile_computing/notebook_laptop_computers) (last accessed Oct. 26, 2021).

23 ⁷ Souvik, “The Advantages and Disadvantages of Laptops You Should Know,” *Technology* (June
24 19, 2021), [https://www.rswebsols.com/tutorials/technology/advantages-disadvantages-
laptops#:~:text=Portability%3A,can%20carry%20even%20while%20traveling](https://www.rswebsols.com/tutorials/technology/advantages-disadvantages-laptops#:~:text=Portability%3A,can%20carry%20even%20while%20traveling) (last accessed Oct.
26, 2021).

25 ⁸ Matthew S. Smith, “Laptop displays: Everything you need to know,” *Digital Trends* (June 3,
26 2020), [https://www.digitaltrends.com/computing/everything-you-need-to-know-about-laptop-
displays/](https://www.digitaltrends.com/computing/everything-you-need-to-know-about-laptop-displays/) (last accessed Oct. 27, 2021).

27 ⁹ Brett Howse, “AT 101: Understanding Laptop Displays & How We Test Them,” *AnAndTech*
28 (July 10, 2018), <https://www.anandtech.com/show/13054/at-101-understanding-laptop-displays>
(last accessed Oct. 27, 2021).

1 build “the whole widget.”¹⁰ That is, Apple made and controlled the entire development of the M1
2 MacBook from start to finish. As Mr. Joswiak has noted in relation to the M1, “[w]e’ve been making
3 the whole widget for all of our products, from the iPhone to the iPads, to the watch. This was the
4 final element to making the whole widget on the Mac.”¹¹

5 27. Apple debuted its finished widget, the M1 MacBook on November 10, 2021, to great
6 fanfare. Apple announced that “[o]n a momentous day for the Mac, today [we] introduced a new
7 MacBook Air, 13-inch MacBook Pro . . . powered by the revolutionary M1, the first in a family of
8 chips designed by Apple specifically for the Mac.”¹² Apple’s CEO, Tim Cook, referred to the launch
9 of the new products, saying that “[t]he introduction of three new Macs featuring Apple’s
10 breakthrough M1 chip represents a bold change that was years in the making, and marks a truly
11 historic day for the Mac and for Apple.”¹³

12 28. Defendant’s marketing materials boast of the M1 MacBooks’ purportedly superior
13 “Retina display.” Defendant touts the “better picture” offered by the “brilliant Retina display” on the
14 M1 Macbook Pro 13”,¹⁴ and the “new levels of detail and realism” and “Lifelike colors” of the Retina
15 display on the M1 Macbook Air laptops.¹⁵ Defendant also highlights the small-bezel design of the
16 M1 Macbook Air screen, stating: “the display glass goes right to the edge of the enclosure, so nothing
17 takes away from your gorgeous view.”¹⁶

18 29. Defendant’s marketing of the M1 MacBooks also promised superior durability,
19 proclaiming that both models are “Designed to last,” explaining that “To maximize durability, we

20
21 ¹⁰ Om Malik, *The Omshow Podcast* (Nov. 17, 2020), <https://om.co/2020/11/17/why-m1-chip-by-apple-matters/> (last accessed Oct. 27, 2021).

22 ¹¹ *Id.*

23 ¹² Apple, “Press Release: Introducing the Next Generation of Mac,” *Newsroom* (Nov. 10, 2020),
24 Available at <https://www.apple.com/newsroom/2020/11/introducing-the-next-generation-of-mac/>
(last visited Sept. 14, 2021).

25 ¹³ *Id.*

26 ¹⁴ Apple.com, available at <https://www.apple.com/macbook-pro-13/> (last accessed September 11,
2021)

27 ¹⁵ Apple.com, available at <https://www.apple.com/macbook-air/> (last accessed September 11,
2021)

28 ¹⁶ *Id.*

1 assessed the [M1 MacBooks] in our Reliability Testing Lab, using rigorous testing methods that
2 simulate customers' experiences" and "our products go through rigorous testing before they leave
3 our doors."¹⁷

4 30. Apple has long touted its MacBook laptops as "Thin and Light. Yet rock solid," and
5 its "sturdy aluminum unibody design makes MacBook Air sleek, durable, and ready for anything."¹⁸

6 31. Connecting this superior technology to the display, Apple proclaimed that "[w]ith up
7 to an 8-core GPU, graphics are up to 5x faster, the biggest leap ever for MacBook Air, so immersive,
8 graphics-intensive games run at significantly higher frame rates."¹⁹ Apple continued that users can
9 "[i]ntegrate 3D effects into video in Final Cut Pro up to 5x faster" and that users can "[f]or the first
10 time, play back and edit multiple streams of full-quality, 4K ProRes video in Final Cut Pro without
11 dropping a frame."²⁰ Alongside the below photograph, Apple also informed consumers that they
12
13
14
15
16
17
18
19
20

21
22 ¹⁷ 13-Inch Macbook Air Product Environmental Report, Apple.com, available at
23 [https://www.apple.com/environment/pdf/products/notebooks/13-](https://www.apple.com/environment/pdf/products/notebooks/13-inch_MacBookAir_PER_Nov2020.pdf)
24 [inch_MacBookAir_PER_Nov2020.pdf](https://www.apple.com/environment/pdf/products/notebooks/13-inch_MacBookPro_PER_Nov2020.pdf) (last accessed Sep. 11, 2021); 13-Inch Macbook Pro
Product Environmental Report, Apple.com, available at
[https://www.apple.com/environment/pdf/products/notebooks/13-](https://www.apple.com/environment/pdf/products/notebooks/13-inch_MacBookPro_PER_Nov2020.pdf)
[inch_MacBookPro_PER_Nov2020.pdf](https://www.apple.com/environment/pdf/products/notebooks/13-inch_MacBookPro_PER_Nov2020.pdf) (last accessed Sep. 11, 2021).

25 ¹⁸ MacBook Air Product Page. Apple.com (Nov. 10, 2020), available at
26 <https://www.apple.com/lae/macbookair/index.html> (last accessed Sep. 11, 2021).

27 ¹⁹ Apple, "Press Release: Introducing the Next Generation of Mac," *Newsroom* (Nov. 10, 2020),
28 Available at <https://www.apple.com/newsroom/2020/11/introducing-the-next-generation-of-mac/>
(last visited Sept. 14, 2021).

²⁰ *Id.*

1 could “[w]atch more movies and TV shows with up to 18 hours of battery life, the longest ever on
2 MacBook Air.”²¹



16 32. Here, Apple suggests that users can watch movies and shows, play games, and edit
17 video all on their laptop. Apple’s reference to the “18 hours of battery life” is significant as
18 consumers reasonably expect to perform each of these tasks on their laptop regardless of where they
19 are and whether or not they have the ability to connect their laptop to an external display.

20 33. Apple then informs consumers that the M1 MacBook also features “[s]upport for P3
21 wide color” that “results in an even more vibrant, true-to-life Retina display.” Apple writes that
22 “[w]ith its sleek wedge-shaped designed, stunning Retina display, Magic Keyboard, and astonishing
23 level of performance thanks to M1, the new MacBook Air once again redefines what a thin and light
24
25
26
27

28 ²¹ *Id.*

1 notebook can do.” Apple then sets these comments out alongside the following photograph of the
2 M1 MacBook display:



15
16 34. Apple then repeats several of these representations for the M1 MacBook Pro. Apple
17 suggests that users can “[p]lay back full-quality, 8K ProRes video in DaVinci Resolve without
18 dropping a single frame.” Providing its most complimentary statements on the laptop, Apple writes
19 that “[w]ith its amazing performance and unbelievable battery life, combined with its gorgeous
20 Retina display, Magic Keyboard, and 3-pound compact design, the new 13-inch MacBook Pro is the
21 ultimate expression of what the M1 chip can do.”²²

22 ///

23 ///

24 ///

25 ///

26 ///

27
28 ²² *Id.*

1 35. These representations are expanded upon during Apple’s November 10, 2020 live
2 streaming in connection with the M1 MacBook’s release. Alongside the following photograph,
3 Apple writes that “users love [the M1 MacBook’s] stunning retina display, great everyday
4 performance, and incredibly portable, wedge-shaped design.”²³



16 36. Apple reports that “we’re thrilled that M1, our first chip for the Mac, enables the
17 MacBook Air to do things that were previously impossible on such a thin and light notebook.” Apple
18 explained that “[s]o, it you’re editing family photos or exporting a video for the web with iMovie the
19 new Air blazes right through it.”

20 37. Apple then suggests, alongside the below photograph, that the M1 chip combined
21 with the retina display and “the world’s fastest integrated graphics” allows consumers to “turn[]
22 [their] Air into a mobile photo studio.”

23 ///

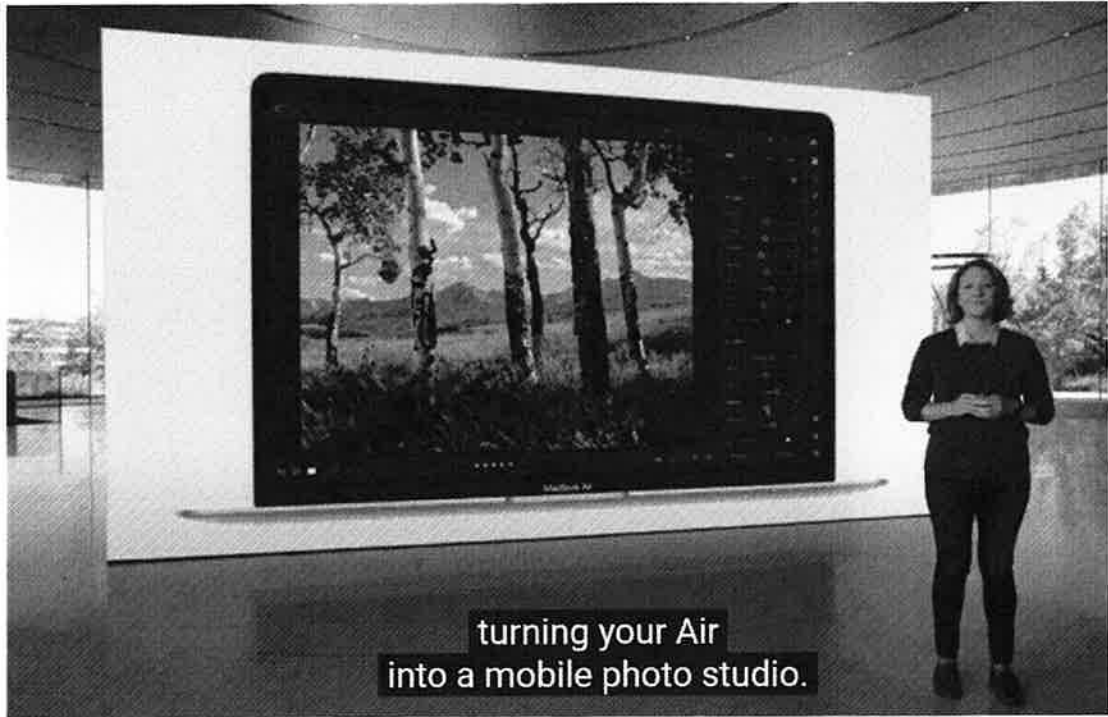
24 ///

25 ///

26 ///

27 ²³ Apple, “Apple Event – November 10,” Available at
28 <https://www.youtube.com/watch?v=5AwdkGKmZ0I> (last visited Sept. 14, 2021).

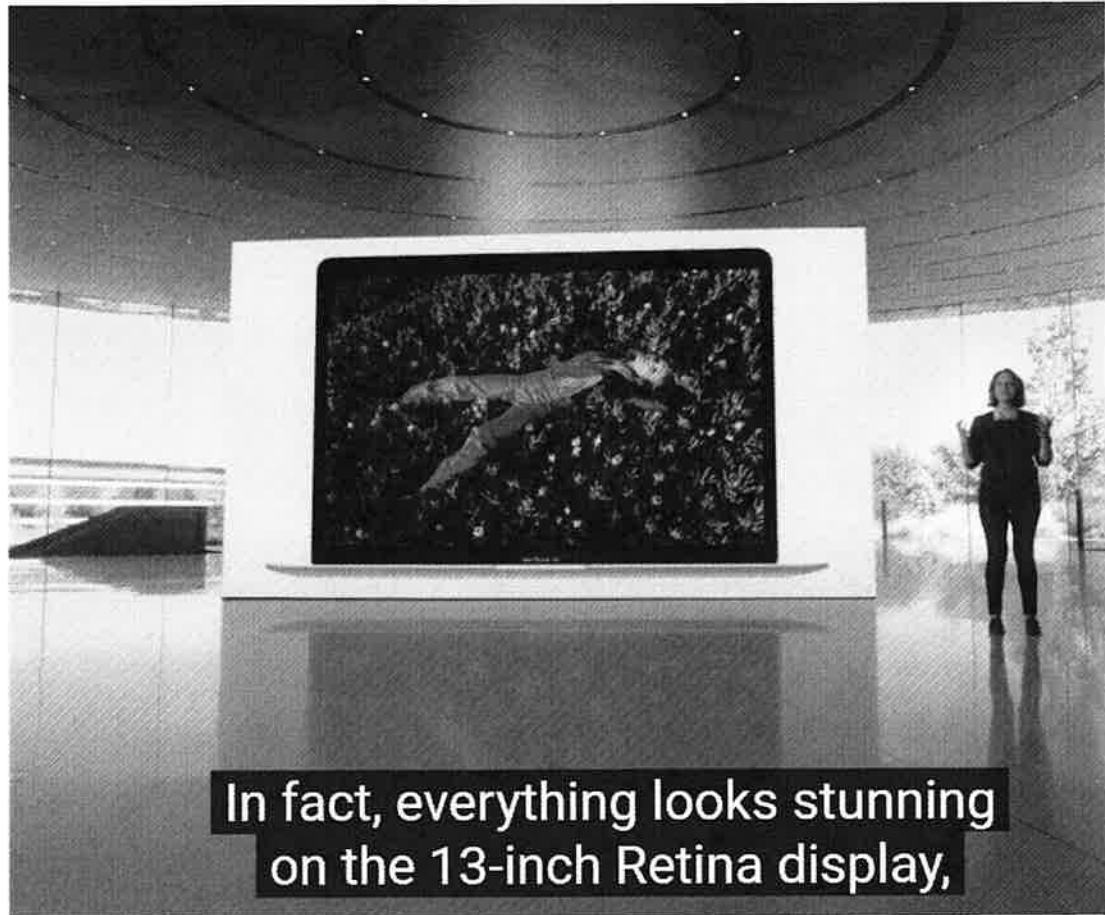
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



38. Alongside the following photograph, Apple states that “with the world’s fastest integrated graphics that feature up to eight cores, Air delivers up to five times faster graphics performance. That’s the biggest leap ever for MacBook Air. So when it comes to gaming, you can play immersive, graphically-intensive titles at significantly higher frame rates.”



1 39. Finally, Apple suggests that “[i]n fact, everything looks stunning on the 13-inch
2 Retina display, which now supports P3 wide color for even more vibrant, true-to-life images.”



18 40. However, as Plaintiffs’ experiences, as well as the sampling of the thousands of
19 comments publicly available online, demonstrate, not everything “looking stunning on the 13-inch
20 Retina display,” especially not the cracking, blacking out, or magenta, purple and blue lines and
21 squares that emerge on the screen within hours of powering up the M1 MacBook for the first time—
22 which is consistent with user experiences as demonstrated below.

23 41. Moreover, Apple fails to mention that each of the M1 MacBook’s advertised
24 capabilities, including playing “immersive, graphics-intensive games,” “integrat[ing] 3D effect into
25 video,” “play[ing] back and edit[ing] multiple streams of full-quality, 4K Pro Res video,” and
26 “watch[ing] more movies and TV shows” may be hampered by the cracking, blacking out, and
27 magenta, purple and blue lines and squares that emerge, rendering the M1 MacBook’s display
28 inoperable.

1 **C. Consumers' Experiences With The M1 MacBook's Screen**

2 42. The internet is replete with complaints from consumers who have expressed
3 dissatisfaction about the Defect on Apple's own website and numerous articles by tech's most
4 esteemed publications concerning these complaints. These complaints began immediately following
5 Apple's first sales of these devices. These complaints reveal numerous things about how Apple has
6 handled this screen issue. First, as the complaints below make clear, several Apple technicians begin
7 by denying that the Defect is widespread and often suggest that the Defect must have resulted from
8 the user's carelessness or negligence in protecting their \$999 or \$1299 device. Given the uniformity
9 in approach, this suggests that Apple's technicians have been put on notice concerning the Defect.
10 Second, at the same time that numerous Apple technicians deny that the problem exists, some Apple
11 technicians have clearly articulated that the issue is widespread and that numerous users have
12 reported the issue to them and their colleagues. Third, despite this latter admission, Apple has failed
13 to uniformly address the issue, forcing some users to pay for the repairs out of pocket, by saying that
14 the repairs are not covered under warranty or otherwise, requiring the user to handle the repair
15 themselves. Fourth, user comments have been deleted by Apple on Apple's forums, suggesting that
16 Apple has long been aware of these issues. Fifth, only after months of comments such as those
17 below, did Apple first publicly acknowledge that its screens are susceptible to cracking,
18 discoloration, and blacking out.

19 43. On December 3, 2020, for example, one user wrote on MacRumors.com the
20 following: "working on my M1 in bed. Put it next to me for like thirty seconds on a soft duvet to
21 take a call. Pick it back up to this damaged screen." The user reported that the M1 MacBook "wasn't
22 bumped, hit or damaged in any way. There is no crack or mark whatsoever. The screen is perfectly
23 smooth, with no marks. Just suddenly happened." The user then included the following photograph:

24 ///

25 ///

26 ///

27 ///

28 ///



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

44. On May 23, 2021, another user took to Apple's forum²⁴ to write that "I bought a MacBook Air M1 6 months ago and the screen cracked for no apparent reason. I left my computer on the top of my desk during the night and the next day I opened it the screen had 2 small cracks on the right which damaged the functioning of the screen. I contacted an authorized apple center which told me apple warranty would not cover it as it is a contact point crack; as if I have left something the size of a rice berry between the screen and the keyboard . . . It is absurd as I have nothing like it on my desk and the computer was properly closed as usual and didn't move the whole night. More than the price of repairing it, it is frustrating that apple doesn't believe its customers."

45. On May 27, 2021, another user took to Apple's forum to write that the "same thing happened to me. The laptop was sitting on my desk and when I opened it was broken, and showing bars. This seems to be a design flaw and it has been reported by several users on reddit."

²⁴ <https://discussions.apple.com/thread/252794122?answerId=255634544022&page=4> (last accessed Sept. 14, 2021).

1 46. On June 3, 2021, another user took to Apple’s forum to write that “Happen[ed] to me
2 as well! They are not willing to take responsibility! I am not planning to give up. Doesn’t make any
3 sense that a computer that is brand new and sitting on the desk can break this way. If they have
4 problems with the retina screen they just need to admit that.”

5 47. On June 28, 2021, another user wrote on Apple’s forum to write “Same thing here.
6 Sitting on my desk – came home opened it and it was cracked.”

7 48. On July 14, 2021, another user took to Apple’s forum to write We bought an M1
8 Macbook Air 4 months ago. Last weekend my wife was watching a movie on Netflix and adjusted
9 the screen at the end to change the viewing angle. The screen black out except for an area on the left
10 which had bright lines in an irregular pattern.” The user continued that “have taken the MBA to the
11 local Apple store and they advise[d] me that my wife caused the pressure crack and it is not covered
12 under warranty. Cost to repair is [\$539]. This leaves a very sour taste. The screen should not break
13 when the screen angle is changed.”

14 49. On July 23, 2021, another user wrote on Apple’s forum that “My 17 [year old]
15 daughter was at her desk, working on her MacBook Pro (M1 display) and shut it to take a break.
16 When she went back to work, on opening the device she noticed that the bottom of the display was
17 covered by flickering black and white lines and that there were also perpendicular coloured lines on
18 the left hand side of the screen.” The user also reported that “I assumed that, (oh, the naivety) as it
19 is less than 5 months old and that it hadn’t been dropped, bashed, dinged, or had anything spilled on
20 it, this would be a case of taking it to our local apple store for a straight replacement. A call to Apply
21 swiftly disabused me of any hope of a simple solution.”

22 50. On July 24, 2021, another user took to Apple’s forum to write “Have the same issue
23 and Apple won’t fix it.”

24 51. On July 29, 2021, another user took to Apple’s forum to write that “As of this
25 morning, I, too, have the same issue. Turned my M1 Macbook Pro on as usual and the screen was
26 obviously cracked. I have done nothing to cause this.”

27 52. On July 30, 2021, another user wrote on Apple’s forum that “I have just experienced
28 the same thing. On July 28th I closed my laptop to take the dog outside. I came back in and opened

1 up the laptop and there was a crack. It was very confusing as I could not understand how this would
2 have happened. Took the Mac to the apple store and was told right off the bat ‘I will tell you what
3 you did here’ and it was explained how I must have closed the lid on something. When I said that
4 did not happen they said I must have pushed down on it or held it wrong. I have not abused or
5 dropped this laptop . . . If you cannot afford to replace a \$700 screen choose a different laptop.”

6 53. On July 30, 2021, another user wrote on Apple’s forum that “This happened to me
7 too. Closed the lid of my laptop to carry it from the lounge to the bedroom. When I opened the lid
8 there were two hairline cracks emanating from the bottom left corner. There had certainly been no
9 debris under the screen and no undue pressure exerted.”

10 54. On July 30, 2021, another user wrote on Apple’s forum that “I just had the exact same
11 situation. I have a Macbook Air M1. I went to sleep with it in perfect condition. The next day I
12 opened the screen and the display had internal cracks and black bars running through it . . . I took it
13 to Apple and they said the exact same thing to me . . . that I ‘closed the lid with something very small
14 in between the lid and the keyboard. I had nothing in between the screen. The laptop was perfectly
15 clean and handled with care when I last used it working perfectly until the next time opening the lid.
16 They said warranty would not cover it because I had damaged it so I had to spend \$460 for repairs.”

17 55. On July 30, 2021, another user wrote on Apple’s forum that “had same issue – apple
18 charged me over \$500 to fix no matter what I said.”

19 56. On August 1, 2021, another user reported to Apple’s forum that “Personally I found
20 the striped screen overnight, three small lines. I don’t think it was me. I do not know what to do.”

21 57. On August 1, 2021, another user reported to Apple’s forum that “Yes I also had the
22 same [issue on the] left side of my screen [which] started to have these rainbow lines and when I
23 looked at it I [saw] these cracks at the bottom of the screen.”

24 58. On August 1, 2021, another user report to Apple’s forum that “I purchased an [M1]
25 for my son [on] June 10th. July 10th he woke up, opened the computer only to see that the screen
26 had a crack in it. Without apple care, it would have cost \$650 to get it repaired. The computer was
27 not dropped, there was no damage whatsoever. The crack just developed overnight, for no apparent
28 reason.”

1 59. On August 1, 2021, another user reported on Apple’s forum that “The same happened
2 to me. I bought the computer 3 months ago. It is frustrating that they are saying that I did something
3 to the computer. I don’t want to repair it because if it is a defect the same is going to happen with
4 the new screen and I just would [have] spent \$400 dollars. So, I don’t want the computer anymore.”

5 60. On August 1, 2021, another user reported on Apple’s forum that “I had the same issue
6 a couple of weeks ago with my wife’s [M1], but the technician decides that was our fault and we
7 have to pay 500 dollars.”

8 61. On August 1, 2021, another user reported on Apple’s forum that “I bought a M1
9 Macbook Air in November 2020, and the screen cracked in March 2021. Apple support told me that
10 I probably left something between the keyboard and the lid, but I did not.”

11 62. On August 2, 2021, another user reported on Apple’s forum that “My daughter has
12 the same issue. She saved up to buy a Macbook Air M1 for college and the screen now has an
13 internal crack without any misuse. The glass itself is not cracked but the screen is on the inside.
14 We’ve contacted Apple Support numerous times over chat [and] they want to charge her close to
15 \$500 to have it mailed in and screen replaced . . . She does not want to pay the repair costs and I
16 don’t blame her given the number of people reporting the issue. Now she is faced with starting her
17 freshman year at college with a nice shiny [M1] with a cracked screen! Hopefully Apple will take
18 notice and help out its loyal customer base who shouldn’t be having to pay to repair products with
19 faulty designs.”

20 63. On August 2, 2021, another user reported on Apple’s forum that “I have the same
21 problem. The screen cracked the same day after purchase! Macbook worked for about 6 hours and
22 a small crack appeared, which disabled the entire monitor.”

23 64. On August 2, 2021, another user reported on Apple’s forum that “Just to add my
24 response to this thread . . . Screen cracked and [has] black vertical bars down the left and horizontal
25 along the bottom. This cracked while being opened sat on a table, from no more than the pressure
26 of opening the lid. No crumbs or other [debris] on the keyboard or anything like that, perfectly clean
27 and never dropped or otherwise mishandled . . . Apple support [has] been absolutely shocking during
28

1 this whole thing, absolutely sticking their head in the sand that there might be some inherent issue
2 and that we're all not just smashing up our screens ourselves.”

3 65. On August 2, 2021, another user reported on Apple's forum that ***“I have also had***
4 ***multiple posts removed owing to my comment suggesting that the company who made my laptop***
5 ***might be aware of the design fault and the number of customers who have issues with it and might***
6 ***not want to accept the (potentially very expensive) liability for the repairs.”*** (emphasis added).

7 66. On August 3, 2021, another user reported on Apple's forum that “This happened to
8 me also. I had the laptop for 3 months. Closed it one day, opened it back up and the screen was
9 cracked for no apparent reason. I had to pay \$590 to get the screen replaced. I am so angry that this
10 happened.”

11 67. On August 4, 2021, another user reported on Apple's forum that “This also happened
12 to me. I keep my M1 Macbook Air closed and connected to monitors. I rarely ever even touch the
13 thing. Today when cleaning the dust off I noticed a very visible crack appeared in the lower right
14 screen right next to the right hinge on the screen. I took the [M1] to a local apple store and the
15 technician implied it was not covered by warranty and that I had to shell out \$400 to fix the screen.”

16 68. On August 4, 2021, another user reported on Apple's forum that “I had the exact same
17 problem . . . my Macbook Air M1 was purchased in February of this year and I opened the lid to
18 have a crack on the left hand side with no apparent external damage as the Mac sits on my desk as
19 well . . . Screen replacement costs are quite expensive and it's a shame this isn't covered under
20 Apple's warranty as it is classified as “accidental damage.”

21 69. On August 4, 2021, another user reported on Apple's forum that “The same thing
22 happened with me. I bought the MBA M1 [on] January 21. One day I just woke up and opened it
23 had a fish shaped crack – when I contacted Apple Service they said it won't be covered by the
24 warranty since it falls under ‘physical damage’ – I told them I always treated it with utmost care. I
25 am an international student and this is my first Apple product. I cannot afford to repair it – I do not
26 have the money. I do not know what to do now.”

27 70. On August 5, 2021, another user reported on Apple's forum that “I bought a MacBook
28 Pro in Feb[ruary 21]. In July, we went on holidays for one week, leaving the laptop on the desk.

1 When I came back, the screen had got two scratches on the left side and appeared several vertical
2 lines, making the computer unusable. Technical services are telling me that it's my fault because
3 I've probably hit it or left something small between the screen and the keyboard without notic[ing]
4 it but I'm sure I didn't. The cost of the repair is . . . almost half of the price I paid for the new
5 MacBook 6 months ago. This is frustrating. I think Apple should believe their customers and give
6 a solution. I feel like I am being stolen [from].”

7 71. On August 5, 2021, another user reported on Apple's forum, “Add me to the list.
8 Never had any issue with previous [MacBook Computers], but my new M1 screen is cracked. I am
9 extremely disappointed, I am pretty gentle with it and I should easily fall into the ‘normal wear and
10 tear’ category. In the past Apple has always been durable and I've been extremely happy with build
11 quality. These new M1s are a different story[.]”

12 72. On August 6, 2021, another user reported on Apple's forum, “Same problem here,
13 MB Air purchased in January chose this in the hope the quality product would last my daughter the
14 remainder of her education. 5-7 years. She was using it yesterday and left her desk for a break and
15 returned after about 20 minutes to find a black bar with colored lines down the right side. The screen
16 had not been closed. Closer inspection reveals a hairline crack that will spread with the lightest of
17 touches and when opening or closing, emanating from bottom right. No external marks near point
18 of origin and no debris on keyboard.”

19 73. On August 6, 2021, another user reported on Apple's forum, “Same thing happened
20 to me this morning. There was nothing caught in between the screen and keyboard when I shut the
21 lid. It's clearly a design flaw.”

22 74. On August 6, 2021, another user reported on Apple's forum, “I'm in the UK. Similar
23 story here to everybody else. Have not yet received my MacBook Pro back from repair but today
24 £575 was taken from my back account . . . This is the 8th Apple Laptop I have owned since the early
25 1990s. I have never experienced this issue before and can honestly say I have not treated my current
26 MacBook Pro any differently to the others. Clearly, the screen on this machine is too fragile. It's as
27 simple as that. Apple needs to admit to the fault ASAP. Simply ignoring its users' growing
28 complaints is not good enough. We expect better. We deserve better.”

1 75. On August 6, 2021, another user reported on Apple’s forum, “Same boat! This is the
2 second time it happens in the same exact spot after I replaced the screen. I have only had the laptop
3 since March 2021.”

4 76. On August 9, 2021, another user reported on Apple’s forum, “I bought a M1 Pro
5 [which was] delivered on June 22, 2021, and my screen frame broke in two weeks with no reason. I
6 also have a Mac product bought in 2016 and never had a similar problem either. Apple should really
7 take this problem seriously.”

8 77. On August 10, 2021, another user reported on Apple’s forum, “Same thing happened
9 to me! My laptop was fine when I went to bed two nights ago and when I went to use it the next day
10 the screen appears to have an internal crack and there are lines on the left side. I was complete[ly]
11 baffled and frustrated. I haven’t had my new M1 MacBook Air for 5 months yet, and this thing is
12 already broken. I had my old MacBook Air for YEARS with ZERO PROBLEMS. When I called
13 they told me it wasn’t covered under warranty because it’s not a hardware defect.”

14 78. On August 19, 2021, another user reported on Apple’s forum, “My posts detailing
15 difficulties I have/am experiencing have been deleted as apparently they contained ‘rants or
16 complaints that weren’t constructive.’”

17 79. On August 20, 2021, another user reported on Apple’s forum that “I recently also
18 experienced the same with my M1 MacBook Air, that I purchased in January 2021. And the Apple
19 Service Provider in my country was just playing by the book, that since it is cracked screen then
20 limited 1 year warranty is void. I have to pay at around \$650 to repair it, which I don’t want to do
21 as I don’t think this is human error. I hope Apple will soon recognize this problem and give
22 compensation to the users who experienced this.”

23 80. On August 20, 2021, another user reported on Apple’s forum, “Wow. My letter to
24 Apple’s Investor Relations – which I posted here yesterday – has disappeared from this thread.”

25 81. On August 24, 2021, another user reported on Apple’s forum, “I bought a MacBook
26 Air M1 4 months ago and the screen cracked for no apparent reason too. I left my computer on the
27 top of my desk when I finished the internet class at night and the next morning I opened it and would
28 have the internet class too. But the screen had 2 small cracks on the left. I didn’t know why.”

1 82. On August 26, 2021, another user reported on Apple’s forum that, “My MacBook Air
2 2020 M1 Chip is only 6 months old and this happened to me last Friday. In the morning I was
3 working, I closed the Mac to go get a coffee, when I came back and opened it up it had vertical and
4 horizontal cracks that were getting worse and worse. When I took it to get it checked the technician
5 blamed me for dropping it, when the Mac has never left my house. I do home office [work], so it
6 doesn’t move from my desk. Also, I find it incoherent how such an EXPENSIVE product that is
7 supposed to be movable everywhere can get cracks just by opening and closing it. The only answer
8 they give me in the store is that the warranty does not cover it, although in their diagnosis, they say
9 that everything is fine and there is no physical damage to the screen. I do not understand how they
10 still want to charge me. When I have called to complaint, they tell me that the only solution is to
11 wait for Apple to publish in their list of failed products, the model and series of my Mac . . . I have
12 Apple products of several years that I can assure you have actually fallen off and nothing has
13 happened to them. So it does not enter my head how something that has never moved can have so
14 many cracks and they blame you for it.”

15 83. On August 28, 2021, another user reported on Apple’s forum that “This is really
16 disappointing. The crack on my Mac happened overnight and Genius Bar quote me a \$500+ bill.
17 Why won’t Apple cover this? It seems to be an Apple manufacturing issue. It’s happening on a lot
18 of computers so it’s only responsible to address it.”

19 84. On August 29, 2021, another user reported on Apple’s forum that “Similar issue with
20 my MacBook Air. It’s cracked twice now. No shell, screen protector, or camera protector. I’m
21 extremely careful with my MacBook. I’ve already paid for the first repair, and I’m even willing to
22 pay for the second, but I’m concerned that this very expensive computer will get cracked again at
23 any point. I don’t have the money or the time to continue getting this repaired.”

24 85. On September 1, 2021, another user reported on Apple’s forum that “I have the exact
25 same issue. Took it to Apple and they said it’s not covered despite there being no damage to the
26 laptop. This is unreasonable. I had the laptop open and adjusted the angle and the screen cracked.
27 There was no undue force applied to the screen.”
28

1 86. On September 3, 2021, another user reported on Apple’s forum that “my Mac has
2 cracked exactly as you have explained here and I agree it’s a defect that apple needs to come clean
3 on. Also right about how the genius acted at the apple store, they knew and are stuck between a rock
4 and a hard place due to apple not acknowledging this cracking problem as a defect.”

5 87. On September 5, 2021, another user reported on Apple’s forum that “My M1 Air
6 simply just cracked! Apple store simply said I did this without any nicks, marks, damage anywhere
7 on the machine. I have been using Mac laptops since probably 2003 and have never had a screen
8 break. Actually never on my windows laptops either.”

9 88. On September 6, 2021, another user reported on Apple’s forum that the “same thing
10 happened to me today as per photo attached, I want really know how to fix this issue.”

11 89. On September 6, 2021, another user reported on Apple’s forum that “not a single
12 damage or scratch on my newly bought MacBook’s display and body. But internal damage happens
13 magically and Apple refused to repair in warranty. My MacBook [w]as purchased 15 days ago.”

14 90. On September 6, 2021, another user reported on Apple’s forum that “Same thing
15 happened to my MacBook Pro M1. Bought it in May and this morning I opened the lid to find a
16 small crack and one black line mid screen. Took to authorized service center and they told me that
17 I’d need to pay as it’s out of warranty terms.”

18 91. On September 7, 2021, another user reported on Apple’s forum that “I bought the
19 MacBook Air in January this year. In May the screen was broken. It was replaced by Apple support.
20 Cost me over \$700. They said damage was ‘obviously’ due to physical abuse. Got it back in mid-
21 July. Only used on my desk and not moved since its repair. 6 weeks later it was broken again with
22 a small crack on bottom right. In my case too my previous MacBook Air lasted many years with no
23 issues.”

24 92. On September 10, 2021, another user reported on Apple’s forum that “This is crazy!!!
25 So we just bought my high school daughter a MacBook Air M1 less than 20 days ago and already
26 has a crack. It was never dropped it was just sitting on the desk. Then I googled that people are
27 having issues with random cracking of the Mac M1 screens.”

28

1 93. On September 11, 2021, another user reported on Apple’s forum that “I have the
2 same. Just broke a day ago. Went to Apple sagemore and spoke to the manger. They asked for
3 \$480.00 for screen replacement. According to her, per their policy such damage is presumed to be
4 customer’s fault. Will just wait until Apple admit this issue. I will not pay for something that is not
5 my doing. Apple should fix this issue.”

6 94. On September 12, 2021, another user reported on Apple’s forum that “They are not
7 admitting anything, and soon my computer will have a year of sitting at home broken because I
8 trusted Apple . . . absurd that thousands of people complaining for months and Apple just keeps
9 ignoring us.”

10 95. On September 14, 2021, another user reported on Apple’s forum that “I have the same
11 problem with my MacBook Air M1 in less than one month. I went to sleep and in the morning I
12 opened the screen was broken . . . When I called Apple they told me that I would have to prove that
13 it wasn’t an accident.”

14 96. On September 14, 2021, another user reported on Apple’s forum that “what a
15 disappointment! When globally customers speak about the same problem, company is supposed to
16 listen and evaluate themselves.”

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 97. On September 15, 2021, another user posted the below photo on Apple’s forum:



16 98. On September 16, 2021, another user posted the following photo on Apple’s forum
17 alongside the following caption: “This is my cracked screen. I didn’t repair it as I don’t want to pay
18 almost \$750 for something that I didn’t do. I hope Apple soon recognizes that this issue is not the
19 customer’s fault and resolve the cracked screen.”

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



102. The undeleted comments on Apple’s forum runs into the hundreds. The fact that so many consumers made similar complaints about the Defect indicates that the complaints were not the result of individual circumstances or user errors, but instead a systematic problem with the M1 MacBook’s screen. However, instead of addressing this issue as a Defect, Apple has ignored its consumers’ complaints.

D. Other Sources Of Apple’s Knowledge Of The Defect

103. In addition to examples of the user reports set out above, including Apple’s deletion of some comments, Apple would have long known about the Defect from multiple other sources, including through its extensive quality control and pre-release testing stemming from Apple’s desire to “make the whole widget,” its own technicians who repaired and reported the problems internally,

1 its online reputation management, articles that have been published by well-regarded journalists in
2 the tech field, as well as its own statement on the Defect. Accordingly, Apple was under a duty to
3 disclose that the M1 MacBooks were defective because it knew of the Defect. Nonetheless, Apple
4 concealed this knowledge and has continued to sell the M1 MacBooks.

5 104. First, Apple would have known about the Defect through its own quality control and
6 extensive pre-release durability testing which it does on all of its products, including the M1
7 MacBooks. Apple has previously acknowledged that “every new product requires its own test.” To
8 this end, Apple has numerous labs and testing facilities designed for these sorts of pre-release tests,
9 including, for example, Apple’s Secret Wireless Testing Lab and its Input Design Lab. In the past,
10 Apple has widely publicized its rigorous pre-release tests. For instance, Apple claims that in testing
11 its iPhone, the device must go through five tests, including a “three-point bending test,” a “pressure-
12 point cycling test,” a “torsion test,” a “sit test,” and real-life user studies. In fact, as explained above,
13 Apple has recognized that “we assessed the [M1 MacBooks] in our Reliability Testing Lab, using
14 rigorous testing methods that simulate customers’ experiences.” Accordingly, Apple, in releasing
15 its most powerful MacBook performed pre-release testing that would have revealed the Defect.
16 Nonetheless, Apple began the sale of these devices without disclosing this knowledge.

17 105. Second, as discussed above, presumably thousands of users of the M1 MacBook have
18 taken their laptops to Apple for repair. Apple’s technicians have either admitted knowledge of the
19 Defect or have feigned ignorance. Either way, in some cases Apple did repair numerous of these M1
20 MacBooks and would have had knowledge of how widespread the Defect is from these repairs.

21 106. Third, online reputation management (commonly called “ORM” for short) is now a
22 standard business practice among most major companies and entails monitoring consumer forums,
23 social media, and other sources on the internet where consumers can review or comment on consumer
24 services. “Specifically, [online] reputation management involves the monitoring of the reputation of
25 an individual or a brand on the internet, addressing content which is potentially damaging to it, and
26
27
28

1 using customer feedback to try to solve problems before the damage to the individuals or brand's
2 reputation."²⁵ Many companies offer ORM consulting services for businesses.

3 107. Like most companies, Apple presumably cares about its reputation and regularly
4 monitors online consumer reviews because they provide valuable data regarding quality control
5 issues, customer satisfaction, and marketing analytics. Reviews like those copied above would be
6 particularly attention-grabbing for Apple's management because extreme reviews are sometimes the
7 result of extreme problems and – just like any other company – Apple is presumably sensitive to the
8 reputational impact of negative online reviews. Hence, Apple's management knew or should have
9 known about the above-reference consumer complaints shortly after each complaint was posted
10 online. This is especially true given that the comments started appearing online shortly after the M1
11 MacBook was released and have continued through the date of the filing of this Consolidated
12 Complaint.

13 108. Fourth, these complaints were also memorialized by well-regarded tech publications
14 that have written publicly and extensively on this Defect. On August 1, 2021, for example, one
15 journalist, Alan Martin, wrote that "Multiple reports have emerged suggesting that both the MacBook
16 Pro M1 and MacBook Air M1's screens could be fragile enough to crack under normal use.
17 Discussion threads have popped up on both Reddit and Apple's own support community, with
18 multiple accounts outlining similar cases. After closing their laptops, owners reported reopening
19 them later to be greeted by cracks, black lines, and discoloration on their panels."²⁶ Similarly, on
20 August 2, 2021, for example, one journalist, Enrico Frahn, wrote that "[a]n increasing number of M1
21 MacBook Air and MacBook Pro owners say that the retina display of their Apple laptop has cracked
22 during normal usage. Claims like these can be found on the Apple Support Forums, Reddit, and
23 Apple-centric websites like 9to5mac, which has also reported on the issue."²⁷

24 ²⁵ Online Reputation, <https://websolutions-maine.com/online-reputation/>.

25 ²⁶ Alan Martin, "MacBook M1 Screens Are Reportedly Cracking Without Warning," (Aug. 1,
26 2021), Available at <https://www.tomsguide.com/news/macbook-m1-screens-are-reportedly-cracking-without-warning> (last accessed Sept. 14, 2021).

27 ²⁷ Enrico Frahn, "M1 MacBook Owners Complaint That Their Screens Cracked For No Apparent
28 Reason," NotebookCheck (Aug. 2, 2021), Available at <https://www.notebookcheck.net/M1-MacBook-owners-complain-that-their-screens-cracked-for-no-apparent-reason.553114.0.html>.

1 109. Fifth, Apple, perhaps sensing the onslaught of litigation, only in recent weeks has
2 publicly acknowledged the Defect, stating that “[t]o enable the thin design of Mac notebook
3 computers, the clearance between the display (screen) and the top case is engineered to tight
4 tolerances.” Inadvertently admitting the existence of the Defect, Apple proceeded to caution its
5 users, suggesting that “[i]f you use a camera cover, palm rest cover, or keyboard cover with your
6 Mac notebook, remove the cover before closing your display. Leaving any materials on your display,
7 keyboard, or palm rest might interfere with the display when it’s closed and cause damage to your
8 display.”

9 110. Apple’s knowledge of this Defect is not recent. It has known since beginning sales
10 of the M1 MacBook that the screen was defective. Nonetheless, Apple actively concealed this
11 knowledge in the pursuit of greater profit.

12 **E. Apple Has Failed To Adequately Address The M1 MacBook Defect**

13 111. Apple provided (and provides) a written one-year limited warranty with each
14 MacBook.

15 112. Apple’s warranty states, in pertinent part:

16 WHAT IS COVERED BY THIS WARRANTY?

17 Apple Inc. of One Infinite Loop, Cupertino, California 95014, U.S.A. (“Apple”) warrants the Apple-branded hardware product and Apple-branded accessories
18 contained in the original packaging (“Apple Product”) against defects in material and
19 workmanship when used normally in accordance with Apple’s published guidelines
20 for a period of ONE (1) YEAR from the date of original retail purchase by the end-
21 user (“Warranty Period”).

22 ***

23 WHAT WILL APPLE DO IN THE EVENT THE WARRANTY IS BREACHED?

24 If during the Warranty Period you submit a claim to Apple or an AASP in accordance
25 with this warranty, Apple will, at its option:

26 (i) repair the Apple Product using new or previously used parts that are equivalent to
27 new in performance and reliability,

28 (ii) replace the Apple Product with the same model (or with your consent a product
that has similar functionality) formed from new and/or previously used parts that are
equivalent to new in performance and reliability,

1 (iii) exchange the Apple Product for a refund of your purchase price.
2

3 113. The Limited Warranty gives Apple sole discretion to repair, replace, or refund the
4 purchase price of a defective M1 MacBook. Apple has not exercised its discretion and carried out
5 its obligations under this warranty in good faith. When a consumer submits a warranty claim, Apple
6 either requires the consumer to pay for the repairs or simply replaces the defective M1 MacBook
7 with another M1 MacBook with the same defect. In turn, the program does not fix the Defect. As a
8 result, consumers have experienced repeated screen failures.

9 **CLASS ACTION ALLEGATIONS**

10 114. Plaintiff brings this lawsuit under Federal Rule of Civil Procedure 23(a), (b)(1),
11 (b)(2), and/or (b)(3) as representatives of:

12 **Nationwide Class:**

13 All persons within the United States who purchased, other than for resale, a model
year 2020 or later M1 MacBook Air or M1 MacBook Pro.

14 **California Subclass:**

15 All persons who purchased, other than for resale, within California, a model year 2020
or later M1 MacBook Air or M1 MacBook Pro.

16 **Florida Subclass:**

17 All persons who purchased, other than for resale, within Florida, a model year 2020
or later M1 MacBook Air or M1 MacBook Pro.

18 **New Jersey Subclass:**

19 All persons who purchased, other than for resale, within New Jersey, a model year
2020 or later M1 MacBook Air or M1 MacBook Pro.

20 **New York Subclass:**

21 All persons who purchased, other than for resale, within New York, a model year
2020 or later M1 MacBook Air or M1 MacBook Pro.

22 **North Carolina Subclass:**

23 All persons who purchased, other than for resale, within North Carolina, a model year
2020 or later M1 MacBook Air or M1 MacBook Pro.

24 **Rhode Island Subclass:**

25 All persons who purchased, other than for resale, within Rhode Island, a model year
2020 or later M1 MacBook Air or M1 MacBook Pro.

26 **Virginia Subclass:**

27 All persons who purchased, other than for resale, within Virginia, a model year
28 2020 or later M1 MacBook Air or M1 MacBook Pro.

1 115. The following persons and entities are excluded from the Class: Apple and its officers,
2 directors, employees, subsidiaries, and affiliates; all judges assigned to this case and any members
3 of their immediate families; and the parties' counsel in this litigation. Plaintiffs reserve the right to
4 modify, change, or expand the Class definition, including proposing additional subclasses, based
5 upon discovery and further investigation.

6 116. **Numerosity.** Apple sold tens of thousands of the M1 MacBooks. Members of the
7 Classes are widely dispersed throughout the county. Class members are so numerous that joinder is
8 impracticable.

9 117. **Typicality.** Plaintiffs' claims are typical of the claims of all Class members.
10 Plaintiffs, like all Class members, purchased a M1 MacBook containing a defective screen.
11 Plaintiffs, like all Class members, would not have purchased, or would have paid substantially less
12 for, an M1 MacBook had they known of the defect or that Apple would respond inadequately when
13 the Defect manifested.

14 118. **Adequacy.** Plaintiffs will fairly and adequately protect the interests of the Class.
15 They have no interests antagonistic to the interests of other Class members and are committed to
16 vigorously prosecuting this case. Plaintiffs have retained competent counsel experienced in the
17 prosecution of consumer protection class actions involving defective consumer electronics.

18 119. **Commonality and Predominance.** Questions of law and fact common to the class
19 members predominate over questions that may affect only individual Class members, because Apple
20 acted on grounds generally applicable to the Class as a whole. Questions of law and fact common
21 to the Class include:

- 22 a. Whether the M1 MacBook was defective at the time of sale;
- 23 b. Whether the Defect substantially impairs the value of the M1 Macbook;
- 24 c. Whether Apple knew of the defect but continued to promote and sell the
25 MacBook, including its defective scree, without disclosing the defect or its
26 consequences to consumers;
- 27 d. Whether a reasonable consumer would consider the Defect and its
28 consequences important to the decision whether to purchase an M1 MacBook;

- 1 e. Whether Apple breached implied warranties connected to the M1 MacBook;
- 2 f. Whether Apple's representations and omissions relating to the M1 MacBook
- 3 and its embedded defect were likely to deceive a reasonable consumer;
- 4 g. Whether Plaintiffs and Class members overpaid for their M1 MacBook as a
- 5 result of the Defect;
- 6 h. Whether Plaintiffs and Class members are entitled to equitable relief,
- 7 including restitution and injunctive relief; and
- 8 i. Whether Plaintiffs and Class members are entitled to damages or other
- 9 monetary relief, and if so, in what amount.

10 120. **Superiority.** A class action is superior to all other available methods for the fair and
11 efficient adjudication of this controversy. Because the amount of each individual Class member's
12 claim is small relative to the complexity of the litigation, and because of Apple's financial resources,
13 Class members are not likely to pursue legal redress individually for the violations detailed in this
14 complaint. Individualized litigation would significantly increase the delay and expense to all parties
15 and to the Court and would create the potential for inconsistent and contradictory rulings. By
16 contrast, a class action present fewer management difficulties, allows claims to be heard which would
17 otherwise go unheard because the expense of bringing individual lawsuits, and provides the benefits
18 of adjudication, economies of scale, and comprehensive supervision by a single court.

19 121. Class certification is also appropriate under Rules 23(b)(1) and/or (b)(2) because:

- 20 a. The prosecution of separate actions by the individual members of the Class
- 21 would create a risk of inconsistent or varying adjudications establishing
- 22 incompatible standards of conduct for Apple;
- 23 b. The prosecution of separate actions by individual Class members would create
- 24 a risk of adjudication that would, as a practical matter, be dispositive of the
- 25 interests of other Class members not parties to the adjudications, or would
- 26 substantially impair or impede their ability to protect their interests; and
- 27
- 28

- 1 c. Apple has acted and refused to act on grounds generally applicable to the
2 Class, thereby making appropriate final injunctive relief with respect to the
3 members of the Class as a whole.

4 **FIRST CAUSE OF ACTION**
5 **Violation of California’s Unfair Competition Law,**
6 **Cal. Bus. & Prof. Code § 17200, *et seq.***

7 122. Plaintiffs incorporate by this reference the allegations contained in the preceding
8 paragraphs as if fully set forth herein.

9 123. Plaintiffs assert this claim on behalf of the Class or, in the alternative, the California
10 Subclass.

11 124. The UCL proscribes “any unlawful, unfair or fraudulent business act or practice and
12 unfair, deceptive, untrue or misleading advertising.” Cal. Bus. & Prof. Code § 17200.

13 **Unlawful**

14 125. Apple’s conduct is unlawful, in violation of the UCL, because it violates the
15 Consumers Legal Remedies Act, the Song-Beverly Act, and California’s False Advertising Law.

16 **Unfair**

17 126. Apple’s conduct is unfair in violation of the UCL because it violates California public
18 policy, legislatively declared in the Song-Beverly Consumer Warranty Act, requiring a manufacturer
19 to ensure that goods it places on the market are fit for their ordinary and intended purpose. Apple
20 violated the Song-Beverly Act because the MacBook is unfit for its most central purpose: displaying
21 content.

22 127. Apple acted in an unethical, unscrupulous, outrageous, oppressive, and substantially
23 injurious manner. Apple engaged in unfair business practices and acts in at least the following
24 respects:

- 25 a. Apple promoted and sold laptops it knew were defective because they contain
26 a display prone to failure;
27 b. Apple promoted and sold laptops with a defective display despite knowing
28 that users do not expect the display to materially degrade over time;

- 1 c. Apple failed to disclose that the M1 MacBook is defective, and represented
2 through advertising, its website, product packaging, press releases, and other
3 sources that the MacBook possesses particular qualities that were inconsistent
4 with Apple's actual knowledge of the product;
- 5 d. Apple made repairs and provided replacements that caused Plaintiffs to
6 experience repeated instances of failure, rendering the Limited Warranty
7 useless;
- 8 e. Apple failed to exercise adequate quality control and due diligence over the
9 M1 MacBook before placing it on the market; and
- 10 f. Apple minimized the scope and severity of the problems with the MacBook,
11 refusing to acknowledge that its display is defective, failing to provide
12 adequate relief to consumers, and suggesting to consumers that their
13 aftermarket conduct resulted in the failure of the display when Apple had
14 actual knowledge of the true cause of the failure.

15 128. The gravity of harm resulting from Apple's unfair conduct outweighs any potential
16 utility. The practice of selling defective laptops without providing an adequate remedy to cure the
17 defect—and continuing to sell those laptops without full and fair disclosure of the defect—harms the
18 public at large and is part of a common and uniform course of wrongful conduct.

19 129. The harm from Apple's conduct was not reasonable avoidable by consumers. The
20 MacBook suffers from a latent defect, and even after receiving a large volume of consumer
21 complaints, Apple did not disclose the defect. Plaintiffs did not know if, and had no reasonable
22 means of discovering, that the MacBook display was defective.

23 130. There were reasonably available alternatives that would have furthered Apple's
24 business interests by satisfying and retaining its customers while maintaining profitability, such as:
25 (1) acknowledging the defect and providing a permanent fix for defective keyboards; (2) adequately
26 disclosing the defect to prospective purchasers; (3) extending the warranty for the MacBook; and (4)
27 offering refunds or suitable non-defective replacement laptops to consumers with failed displays.

28 ///

Fraud by Omission

1
2 131. Apple’s conduct is fraudulent in violation of the UCL because it is likely to deceive
3 a reasonable consumer and:

- 4 a. Apple knowingly and intentionally concealed from Plaintiffs and Class
5 members that the M1 MacBook contains a latent defect that renders the
6 keyboards prone to failure;
- 7 b. Apple volunteered information to Plaintiffs and Class members through
8 advertising and other means that the M1 MacBook—and their displays—were
9 functional, premium products without disclosing facts that would have
10 materially qualified those partial representations; and
- 11 c. Apple promoted the high quality and premium features of the MacBook,
12 including the display, despite knowing the MacBook is defective, and failed
13 to correct its misleading partial disclosures.

14 132. Apple had ample means and opportunities to alert Plaintiffs and Class members of the
15 defective nature of the MacBook, including on Apple’s MacBook and MacBook Pro webpages; in
16 its advertisements of the MacBook; on the MacBook’s external packaging; and as part of the
17 standardized MacBook setup process. Apple uniformly failed to disclose that the MacBook is
18 defective. Had Apple disclosed that the MacBook is defective, Plaintiffs and Class members would
19 not have purchased a MacBook, would not have purchased a MacBook at the prices they did, or
20 would have returned their MacBook during their respective buyer’s remorse periods.

21 133. Apple was under a duty to disclose the Defect because of its exclusive knowledge of
22 the defect before selling the MacBook stemming from its quality control and pre-release testing,
23 repairs made after release, complaints made directly to Apple, online complaints and its deletion of
24 those complaints, online reputation management, and articles published by respected journalists, as
25 well as its own statement on the matter would have put it on notice that the M1 MacBook were not
26 as advertised and because it made partial representations about the MacBook and its display without
27 disclosing the display defect.

1 c. Advertised the MacBook with intent not to sell it as advertised.

2 141. Through its design, development, and pre-release testing of the display, as well as
3 through consumer complaints, Apple knew that the MacBook's display is defective and prone to
4 failure.

5 142. Apple was under a duty to disclose that the MacBook is defective because it had
6 superior knowledge of the defect—stemming from repairs, complaints made directly to Apple, online
7 complaints and its deletion of those complaints, its quality control and pre-release testing, online
8 reputation management, and articles published by respected journalists, as well as its own statement
9 on the matter—and because it made partial, materially misleading representations about the
10 MacBook's high quality and premium features, including the display.

11 143. Apple had ample means and opportunities to disclose to Plaintiffs and Class members
12 that the MacBook is defective, including through advertisements, on external packaging, and during
13 the laptop's setup process. Despite its exclusive knowledge and opportunities to disclose the laptop's
14 defective nature, Apple failed to disclose the defects to Plaintiffs and Class members either prior to
15 purchase or before Plaintiffs' and Class members' respective buyer's remorse periods expired.

16 144. Apple's misrepresentations and omissions were material. Had Plaintiffs and Class
17 members known that the MacBook is defective, they would not have purchased the MacBook, would
18 not have purchased it at the prices they did, or would have returned their MacBook during their
19 respective buyer's remorse periods.

20 145. Under California Civil Code section 1782(a), on their own behalf and on behalf of the
21 Class, Plaintiffs separately sent notices to Apple on September 13, 2021 and again on October 2,
22 2021 via letter sent by certified mail, return receipt requested to Apple's principal place of business,
23 advising Apple of its violations and that it must correct, replace, or otherwise rectify the goods
24 alleged to be in violation. Apple failed to correct its business practices or provide the requested relief
25 within 30 days. Accordingly, Plaintiffs now seek monetary damages under the CLRA.

26 146. Plaintiffs were injured by Apple's CLRA violations. As a result, Plaintiffs are entitled
27 to actual damages in an amount to be proven at trial, reasonable attorney's fees and costs, declaratory
28 relief and punitive damages.

1 1792.4. Those sections provide that, in order to validly disclaim the implied warranty of
2 merchantability, a manufacturer must ‘in simple and concise language’ state: “(1) The goods are
3 being sold on an ‘as is’ or ‘with all faults’ basis. (2) The entire risk as to the quality and performance
4 of the goods is with the buyer. (3) Should the goods prove defective following their purchase, they
5 buyer and not the manufacturer, distributor, or retailer assumes the entire cost of all necessary
6 servicing or repair.” Apple’s attempted warranty disclaimer does not conform to sections 1792.3
7 and 1792.4.

8 157. As a direct and proximate cause of Apple’s breaches of the Song-Beverly Consumer
9 Warranty Act, Plaintiffs Friend and Pareas, and California Subclass members have been damaged in
10 an amount to be proven at trial.

11 158. Plaintiffs Friend and Pareas seek costs and expenses, including reasonable attorneys’
12 fees, under California Civil Code section 1794.

13 **FOURTH CAUSE OF ACTION**
14 **Violation of California’s False Advertising Law,**
15 **Cal. Bus. & Prof. Code § 17500, *et seq.***

16 159. Plaintiffs incorporate by this reference the allegations contained in the preceding
17 paragraphs as if fully set forth herein.

18 160. Plaintiffs Friend and Pareas bring this claim on behalf of the California Subclass.

19 161. Defendant’s acts and practices, as described herein, have deceived and/or are likely
20 to continue to deceive class members and the public. As described above, and throughout this
21 Complaint, Defendant misrepresented the M1 MacBook and concealed the Defect.

22 162. By its actions, Defendant disseminated uniform advertising regarding the Devices
23 into California. The advertising was, by its very nature, unfair, deceptive, untrue, and misleading
24 within the meaning of Cal. Bus. & Prof. Code § 17500, *et seq.* Such advertisements were intended
25 to and likely did deceive the consuming public for the reasons detailed herein.

26 163. The above-described false, misleading, and deceptive advertising Defendant
27 disseminated continues to have a likelihood to deceive in that Defendant failed to disclose the Defect
28

1 and how its negatively consumers' experience with the M1 MacBooks, by rendering the screens
2 inoperable.

3 164. Defendant continued to misrepresent to consumers that its M1 MacBooks were
4 reliable, durable, and capable of operating as Laptops, when, in fact, that was not the case as
5 described in detail throughout this Complaint.

6 165. In making and disseminating the statements alleged herein, Defendant knew, or
7 should have known, its advertisements were untrue and misleading in violation of California law.
8 Plaintiffs and other class members based their purchasing decisions on Defendant' omitted material
9 facts. The revenue attributable to products sold in those false and misleading advertisements likely
10 amounts to hundreds of millions of dollars. Plaintiff and class members were injured in fact and lost
11 money and property as a result.

12 166. The misrepresentations and non-disclosures by Defendant of the material facts
13 described and details herein constitute false and misleading advertising and, therefore, constitute
14 violations of Cal. Bus. & Prof. Code § 17500, *et seq.*

15 167. As a result of Defendant's wrongful conduct, Plaintiffs and the class members lost
16 money in an amount to be proven at trial. Plaintiffs and the class members are therefore entitled to
17 restitution as appropriate for this cause of action.

18 168. Plaintiffs and class members seek all monetary and non-monetary relief allowed by
19 law, including restitution of all profits stemming from Defendant's unfair, unlawful, and fraudulent
20 business practices; declaratory relief; reasonable attorneys' fees and costs under California Code of
21 Civil Procedure § 1021.5; injunctive relief; and other appropriate equitable relief.

22 **FIFTH CAUSE OF ACTION**
23 **Violation of the Florida Deceptive and Unfair Trade Practices Act,**
24 **Fla. Stat. § 501.201, *et seq.* ("FDUTPA")**

25 169. Plaintiffs incorporate by this reference the allegations contained in the preceding
26 paragraphs as if fully set forth herein.

27 170. Plaintiff Seveland asserts this claim on behalf of himself and the Florida Subclass.
28

1 171. Plaintiff Seveland and Florida Subclass members are “consumers” within the
2 meaning of Fla. Stat. § 501.203(7).

3 172. Apple engaged in “trade or commerce” within the meaning of Fla. Stat. § 501.203(8).

4 173. The FDUPTA prohibits “[u]nfair methods of competition, unconscionable acts or
5 practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Fla.
6 Stat. § 501.204(1).

7 174. Apple’s acts and practices, described herein, are unfair in violation of Florida law in
8 at least the following respects:

- 9 a. Apple promoted and sold laptops it knew were defective because they contain
10 a display prone to failure;
- 11 b. Apple promoted and sold laptops with a defective display despite knowing
12 that users do not expect the display to materially degrade over time;
- 13 c. Apple failed to disclose that the M1 MacBook is defective, and represented
14 through advertising, its website, product packaging, press releases, and other
15 sources that the MacBook possesses particular qualities that were inconsistent
16 with Apple’s actual knowledge of the product;
- 17 d. Apple made repairs and provided replacements that caused Plaintiffs to
18 experience repeated instances of failure, rendering the Limited Warranty
19 useless;
- 20 e. Apple failed to exercise adequate quality control and due diligence over the
21 M1 MacBook before placing it on the market; and
- 22 f. Apple minimized the scope and severity of the problems with the MacBook,
23 refusing to acknowledge that its display is defective, failing to provide
24 adequate relief to consumers, and suggesting to consumers that their
25 aftermarket conduct resulted in the failure of the display when Apple had
26 actual knowledge of the true cause of the failure.
- 27
28

1 175. Apple also engaged in deceptive trade practices in violation of Florida law, by
2 promoting the performance and quality of the M1 MacBook display while willfully failing to disclose
3 and actively concealing the display's defective nature.

4 176. Apple committed deceptive acts and practices with the intent that consumers, such as
5 Plaintiff Seveland and Florida Subclass members, would rely upon Apple's representations and
6 omissions when deciding whether to purchase a MacBook.

7 177. Plaintiff Seveland and Florida Subclass members suffered from ascertainable loss as
8 a direct and proximate result of Apple's unfair and deceptive acts or practices. Had Plaintiff
9 Seveland and Florida Subclass members known that the M1 MacBook display contained a latent
10 defect, they would not have purchased the MacBook or would have paid significantly less for the
11 MacBook. Among other injuries, Plaintiff Seveland and Florida Subclass members overpaid for
12 their MacBook, and their MacBook suffered a diminution in value.

13 178. Plaintiff Seveland and Florida Subclass members are entitled to recover their actual
14 damages, under Fla. Stat. § 501.211(2), and reasonable attorney's fees under Fla. Stat. § 501.2105(1).

15 179. Plaintiff Seveland also seeks an order enjoining Apple's unfair and deceptive
16 practices pursuant to Fla. Stat. § 501.211, and any other just and proper relief available under the
17 FDUTPA.

18 **SIXTH CAUSE OF ACTION**
19 **Violation of the Massachusetts Consumer Protection Act,**
20 **Mass. Gen. Laws Ann. Ch. 93A, §§ 1, *et seq.***

21 180. Plaintiffs incorporate by this reference the allegations contained in the preceding
22 paragraphs as if fully set forth herein.

23 181. Plaintiff Sherman asserts this claim on behalf of herself and the Massachusetts
24 Subclass.

25 182. Apple and Massachusetts Subclass members are "persons" as meant by Mass. Gen.
26 Laws. Ann. Ch. 93A, § 1(a).

27 183. Apple operates in "trade or commerce" as meant by Mass. Gen. Laws Ann. Ch. 93A,
28 § 1(a).

1 184. Apple advertised, offered, or sold goods or services in Massachusetts and engaged in
2 trade or commerce directly or indirectly affecting the people of Massachusetts, as defined by Mass.
3 Gen. Laws Ann. Ch. 93A, § 1(b).

4 185. Demand for relief as required by Mass. Gen. Laws Ann. Ch. 93A § 9(3) was sent to
5 Apple on October 2, 2021 via certified mail, returned receipt requested. Apple did not remedy its
6 unfair and deceptive acts and practices, nor did it offer relief to the class members by way of
7 settlement or judgment.

8 186. Apple engaged in unfair methods of competition and unfair and deceptive acts and
9 practices in the conduct of trade or commerce, in violation of Mass. Gen. Laws Ann. Ch. 93A § 2(a).

10 187. Apple's acts and practices were "unfair" in at least the following respects:

- 11 a. Apple promoted and sold laptops it knew were defective because they contain
12 a display prone to failure;
- 13 b. Apple promoted and sold laptops with a defective display despite knowing
14 that users do not expect the display to materially degrade over time;
- 15 c. Apple failed to disclose that the M1 MacBook is defective, and represented
16 through advertising, its website, product packaging, press releases, and other
17 sources that the MacBook possesses particular qualities that were inconsistent
18 with Apple's actual knowledge of the product;
- 19 d. Apple made repairs and provided replacements that caused Plaintiffs to
20 experience repeated instances of failure, rendering the Limited Warranty
21 useless;
- 22 e. Apple failed to exercise adequate quality control and due diligence over the
23 M1 MacBook before placing it on the market; and
- 24 f. Apple minimized the scope and severity of the problems with the MacBook,
25 refusing to acknowledge that its display is defective, failing to provide
26 adequate relief to consumers, and suggesting to consumers that their
27 aftermarket conduct resulted in the failure of the display when Apple had
28 actual knowledge of the true cause of the failure.

1 188. Consumers could not have reasonably avoided injury because Apple’s business acts
2 and practices unreasonably created or took advantage of an asymmetry of information in which it
3 had superior knowledge of the Defect, precluding consumers from taking action to avoid or mitigate
4 injury.

5 189. Apple’s practices, omissions, and misrepresentations had no countervailing benefit to
6 consumers or to competition.

7 190. Apple intended to mislead Plaintiff Sherman and the Massachusetts Subclass
8 members and induce them to rely on its misrepresentations and omissions. Apple’s representations
9 and omissions were material because they were likely to deceive reasonable consumers.

10 191. Apple acted intentionally, knowingly, and maliciously to violate Massachusetts’s
11 Consumer Protection Act, and recklessly disregarded Plaintiff Sherman and Massachusetts Subclass
12 members’ rights. Apple’s knowledge stemming from repairs, complaints made directly to Apple,
13 online complaints and its deletion of those complaints, its quality control and pre-release testing,
14 online reputation management, and articles published by respected journalists, as well as its own
15 statement on the matter would have put it on notice that the M1 MacBook were not as advertised.

16 192. As a direct and proximate result of Apple’s unfair and deceptive practices, Plaintiff
17 Sherman and Massachusetts Subclass members have suffered and will continue to suffer injury,
18 ascertainable losses of money or property, and monetary and non-monetary damages. Had Plaintiff
19 Sherman and Massachusetts Subclass members known that the M1 MacBook display contained a
20 latent defect, they would not have purchased the MacBook or would have paid significantly less for
21 the MacBook. Among other injuries, Plaintiff Sherman and Massachusetts Subclass members
22 overpaid for their MacBook, and their MacBook suffered a diminution in value.

23 193. Plaintiffs and Massachusetts Subclass members seek all monetary and non-monetary
24 relief allowed by law, including actual damages, double or treble damages, injunctive or other
25 equitable relief, and attorney’s fees and costs.

26 ///

27 ///

28 ///

SEVENTH CAUSE OF ACTION
Violation of the New Jersey Consumer Fraud Act,
N.J. Stat. Ann. § 56:8-1, *et seq.* (“NJFCA”)

1
2
3 194. Plaintiffs incorporate by this reference the allegations contained in the preceding
4 paragraphs as if fully set forth herein.

5 195. Plaintiffs Almeida, LaVecchia, and Henderson bring this claim individually and on
6 behalf of the proposed New Jersey Subclass against Apple.

7 196. Plaintiffs Class and Subclass members, and Apple are “persons” within the meaning
8 of N.J. Stat. An.. § 56:801(d).

9 197. Apple’s advertisements discussed herein are “advertisements” within the meaning of
10 N.J. Stat. Ann. § 56:801(a).

11 198. The M1 MacBook is “merchandise” within the meaning of N.J. Stat. Ann. § 56:8-
12 1(c).

13 199. Apple’s sales of the M1 MacBook constitute “sales” within the meaning of N.J. Stat.
14 Ann. § 56:8-1(e).

15 200. New Jersey prohibits “any unconscionable commercial practice, deception, fraud,
16 false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or
17 omission of any material fact with intent that others rely upon such concealment, suppression or
18 omission, in connection with the sale or advertisement of any merchandise . . .” N.J. Stat. Ann. §
19 56:8-2.

20 201. Apple employed unconscionable commercial practices in its advertising and sale of
21 the M1 MacBook. Apple’s practices in connection with its advertising and sale of the M1 MacBook
22 entailed a lack of honesty and fair dealing.

23 202. Apple also engaged in deceptive trade practices in violation of New Jersey law, by
24 promoting the M1 MacBook’s screen while failing to disclose and actively concealing the screen’s
25 defective nature.

26 203. Apple intended for others rely upon its concealment of the M1 MacBook’s defective
27 nature when purchasing the laptop.
28

1 231. Defendant engaged in unfair methods of competition in or affecting commerce, and
2 unfair or deceptive acts and/or practices in or affecting commerce, through their advertisements and
3 packaging of Apple M1 laptops, by representing to Plaintiff and members of the North Carolina
4 Subclass that the products were premium and durable laptops with high-end features. Such pattern
5 of conduct was uniform in nature with respect to the marketing and sale of the laptops.

6 232. Defendant also knowingly concealed, suppressed and/or omitted material facts
7 regarding the Defect from Plaintiff and other members of the North Carolina Subclass knowing that
8 consumers would rely on the advertisements and Defendant's uniform representations concerning
9 the Apple M1 laptops and their high-end features and functionality.

10 233. Defendant's acts and/or omissions possessed the tendency or capacity to mislead or
11 create the likelihood of deception.

12 234. Defendant's acts and/or omissions were and are unfair because they offend
13 established public policy.

14 235. Defendant's acts and/or omissions were and are immoral, unethical, oppressive,
15 unscrupulous, or substantially injurious to consumers.

16 236. Defendant's acts and/or omissions were and are unfair because they amount to an
17 inequitable assertion of their power or position.

18 237. Until the present, Defendant knowingly accepted the benefits of their deception and
19 improper conduct in the form of profits from the increased sale of the Apple M1 laptops and/or paid
20 repair services.

21 238. As a proximate result of the above-described Consumer Protection Act violations,
22 Plaintiff and members of the North Carolina Subclass: (a) purchased and used Apple M1 laptops
23 when they would not otherwise have done so; (b) suffered economic losses consisting of the Apple
24 M1 laptops' cost of purchase or, alternatively, the diminished value of the Apple M1 laptops with
25 the screen defect; (c) suffered and/or will suffer additional economic losses in purchasing another
26 laptop and/or out of pocket repair costs; and (d) suffered and/or will suffer additional economic losses
27 incidental to the screen defect.
28

- 1 e. Engaging in any act or practice that is unfair or deceptive to the consumer
- 2 (R.I. Gen. Laws § 6-13.1-52(6)(xiii)); and
- 3 f. Using other methods, acts, and practices that mislead or deceive members of
- 4 the public in a material respect (R.I. Gen. Laws § 6-13.1-52(6)(xiv)).

5 246. Apple's representations and omissions were material because they were likely to
6 deceive reasonable consumers.

7 247. Apple intended to mislead Plaintiff Medberry and Rhode Island Subclass members
8 and induce them to rely on its misrepresentations and omissions.

9 248. Apple acted intentionally, knowingly, and maliciously to violate Rhode Island's
10 Deceptive Trade Practices Act, and recklessly disregarded Plaintiff Medberry and Rhode Island
11 Subclass members' rights. Apple's knowledge stemming from repairs, complaints made directly to
12 Apple, online complaints and its deletion of those complaints, its quality control and pre-release
13 testing, online reputation management, and articles published by respected journalists, as well as its
14 own statement on the matter would have put it on notice that the M1 MacBook were not as advertised.

15 249. As a direct and proximate result of Apple's unfair and deceptive acts, Plaintiff and
16 Rhode Island Subclass members have suffered ascertainable losses of money or property, and
17 monetary and non-monetary damages. Had Plaintiff and Rhode Island Subclass members known
18 that the M1 MacBook screens contain a latent defect, they would not have purchased the MacBook
19 or would have paid significantly less for it. Among other injuries, Plaintiff and Class and Subclass
20 members overpaid for their M1 MacBook, and their MacBook suffered a diminution in value.

21 250. Plaintiff and Rhode Island Subclass members seek all monetary and non-monetary
22 relief allowed by law, including actual damages or statutory damages of \$200 per Subclass Member
23 (whichever is greater), punitive damages, injunctive relief, other equitable relief, and attorney's fees
24 and costs.

25 ///

26 ///

27 ///

28 ///

TWELFTH CAUSE OF ACTION
Violation of the Virginia Consumer Protection Act,
Va. Code Ann. §§ 59.1-196, *et. seq.* (“VCPA”)

1
2
3 251. Plaintiffs incorporate by this reference the allegations contained in the preceding
4 paragraphs as if fully set forth herein.

5 252. Plaintiff Colindrez brings this claim individually and on behalf of the Virginia
6 Subclass.

7 253. The VCPA prohibits “[u]sing any . . . deception, fraud, false pretense, false promise,
8 or misrepresentation in connection with a consumer transaction.” Va. Code Ann. § 59.1-200(14).

9 254. Apple is a “person,” as defined by Va. Code Ann. § 59.1-198.

10 255. Apple is a “supplier,” as defined by Va. Code Ann. § 59.1-198.

11 256. Apple engaged in the complained-of conduct in connection with “consumer
12 transactions” with regards to “goods” and “services,” as defined by Va. Code Ann. § 59.1-198.
13 Apple advertised, offered, or sold goods or services used primarily for personal, family, or household
14 purposes.

15 257. Apple engaged in deceptive acts and practices by using deception, fraud, false
16 pretenses, false promise, and misrepresentation in connection with consumer transactions as
17 described herein.

18 258. Apple intended to mislead Plaintiff Colindrez and Virginia Subclass members and
19 induce them to rely on its misrepresentations and omissions.

20 259. Apple’s representations and omissions were material because they were likely to
21 deceive reasonable consumers.

22 260. Had Apple disclosed that it misrepresented the M1 MacBook, omitted material
23 information regarding the defect, and otherwise engaged in deceptive, common business practices,
24 Apple would have been unable to continue in business and it would have been forced to disclose the
25 Defect. Instead, Apple represented that the M1 MacBook’s contained superior displays when, in
26 fact, the displays contained the Defect. Plaintiff Vassallo and South Carolina Subclass members
27
28

1 acted reasonably in relying on Apple's misrepresentations and omissions, the truth of which they
2 could not have discovered.

3 261. Apple had a duty to disclose the above-described facts due to the circumstances of
4 this case. Apple's duty to disclose also arose from its:

- 5 a. Possession of exclusive knowledge regarding the Defect in the M1 MacBook;
- 6 b. Active concealment or misrepresentation regarding the quality of the M1
7 MacBook's display; and
- 8 c. Incomplete representations about the Device, while purposefully withholding
9 material facts from Plaintiff and the South Carolina Subclass that contradicted
10 these representations.

11 262. The above-described deceptive acts and practices also violate the following
12 provisions of VA Code § 59.1-200(A):

- 13 a. Misrepresenting that goods or services have certain qualities, characteristics,
14 ingredients, uses, or benefits;
- 15 b. Misrepresenting that goods or services are of a particular standard, quality,
16 grade, style, or model; and
- 17 c. Advertising goods or services with intent not to sell them as advertised, or
18 with intent not to sell them upon the terms advertised.

19 263. Apple acted intentionally, knowingly, and maliciously to violate Virginia's Consumer
20 Protection Act, and recklessly disregarded Plaintiff Colindrez and Virginia Subclass members'
21 rights. Apple's knowledge stemming from repairs, complaints made directly to Apple, online
22 complaints and its deletion of those complaints, its quality control and pre-release testing, online
23 reputation management, and articles published by respected journalists, as well as its own statement
24 on the matter would have put it on notice that the M1 MacBook were not as advertised. In light of
25 this conduct, punitive damages would serve the interest of society in punishing and warning others
26 not to engage in such conduct and would deter Apple and others from committing similar conduct in
27 the future.

SEVENTEENTH CAUSE OF ACTION
Fraudulent Concealment

1
2 301. Plaintiffs incorporate by this reference the allegations contained in the preceding
3 paragraphs as if fully set forth herein.

4 302. Plaintiffs bring this claim individually and on behalf of the proposed Class under
5 California law or, alternatively, the law of the state in which each respective Plaintiff purchased their
6 M1 MacBook.

7 303. Apple intentionally suppressed and concealed material facts about the performance
8 and quality of the M1 MacBook. As alleged herein, Apple knew that the M1 MacBook screen is
9 defective. Further, Apple was aware of numerous consumer complaints concerning defect-related
10 problems, but never disclosed the defect to Plaintiff and Class members.

11 304. Because the defect in the M1 MacBook is latent and unobservable until it arises,
12 Plaintiffs and Class members had no reasonable means of knowing that Apple's representations
13 concerning the M1 MacBook were incomplete, false, or misleading, or that it had failed to disclose
14 that the MacBook is defective. Plaintiffs and Class members did not and reasonably could not have
15 discovered Apple's deceit before they purchased the M1 MacBook or before the end of their buyer's
16 remorse periods.

17 305. Had Plaintiffs and Class members known that the M1 MacBook is defective, they
18 would not have purchased a MacBook, would not have purchased it at the price they did, or would
19 have returned it during their respective buyer's remorse periods.

20 306. Apple had a duty to disclose the Defect because the Defect is material and Apple
21 possessed exclusive knowledge of it. Apple conducted pre-release testing of the M1 MacBook and
22 its internal components. This testing would have revealed the existence of the Defect before the M1
23 MacBook's release. Only Apple had access to those test results. Apple's knowledge also stemmed
24 from complaints made directly to Apple, online complaints on Apple's forum, Apple's deletion of
25 those comments, and articles written by respected journalists on the topic.

26 307. Apple also had a duty to disclose the Defect because, through advertising, press
27 releases, and statements made during the launch event, on its M1 MacBook page, in its online
28

1 purchase portal, and in other sources that Plaintiffs and Class members encountered before
2 purchasing their laptops, Apple made partial representations regarding the supposed high quality of
3 the MacBook and its premium features—including the screen—but failed to disclose facts that would
4 have materially qualified these partial representations. Having volunteered information relating to
5 the screen to Plaintiff and Class members, Apple had a duty to disclose the whole truth about the
6 screen and, in particular, its defective nature.

7 308. Plaintiffs were exposed to Apple's specific representations about the M1 MacBook
8 before and immediately after purchase and within the time period in which they could have returned
9 his M1 MacBook without penalty. Plaintiffs saw Apple's representations about the M1 MacBook
10 online or in product advertisements, and received further information from Apple about the M1
11 MacBook during its setup process. Plaintiffs also saw the external packaging of the M1 MacBook—
12 which Apple developed—before purchasing or using the laptop and during the buyer's remorse
13 period. None of the informational sources Plaintiffs encountered—advertisements, websites,
14 external packaging, the set up process, or the MacBook launch event—indicated that the M1
15 MacBook is defective.

16 309. Apple concealed the defect to sell more M1 MacBook computers at a premium price,
17 prevent damage to its brand, and avoid the costs of developing a fix for the Defect and of repairs,
18 replacements, and refunds under its Warranty.

19 310. The facts about the M1 MacBook screen that Apple suppressed and omitted were
20 material, and Plaintiffs and Class members were unaware of them until they experienced the Defect.
21 Had Apple disclosed the Defect, including through advertising, press releases, the M1 MacBook
22 packaging, or the initial setup process, Plaintiffs and Class members would not have purchased an
23 M1 MacBook, would have paid substantially less for it, or would have returned it for a refund.

24 311. When deciding to purchase a MacBook, Plaintiff and Class members reasonably
25 relied to their detriment upon Apple's material misrepresentations and omissions regarding the
26 quality of the M1 MacBook and the absence of a product defect.

1 321. Plaintiffs and class members accepted the terms of use, which were silent on the latent
2 Defect. Plaintiffs and class members had no way of knowing that Apple’s misrepresentations as to
3 the M1 MacBook and of the Retina Display, and had no way of knowing that Apple’s
4 misrepresentations were misleading.

5 322. Although Apple had a duty to ensure the accuracy of the information regarding the
6 M1 MacBook and the Retina Display, it did not fulfill these duties.

7 323. Apple misrepresented material facts partly to pad and protect their profits, as it saw
8 that profits and sales of their M1 MacBooks were essential for their continued growth and to maintain
9 and grow their reputation as a premier designer and vendor of the Devices. Such benefits came at
10 the expense of Plaintiffs and class members.

11 324. Plaintiffs and class members were unaware of these material misrepresentations, and
12 they would not have acted as they did had they known the truth. Plaintiffs’ and class members’
13 actions were justified given Apple’s misrepresentations. Defendant was in the exclusive control of
14 material facts, and such facts were not known to the public.

15 325. Due to Apple’s misrepresentations, Plaintiffs and class members sustained injury due
16 to the purchase of Devices that did not live up to their advertised representations, especially those
17 concerning the Retina Display. Plaintiffs and class members are entitled to recover full or partial
18 refunds for M1 MacBooks they purchased due to Apple’s misrepresentations, or they are entitled to
19 damages for the diminished value of their M1 MacBooks, amounts to be determined at trial.

20 326. Apple’s acts were done maliciously, oppressively, deliberately, and with intent to
21 defraud, and in reckless disregard of Plaintiffs, and class members’ rights and well-being, and in part
22 to enrich itself at the expense of consumers. Apple’s acts were done to gain commercial advantage
23 over competitors, and to drive consumers away from consideration of competitor devices. Apple’s
24 conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct
25 in the future.

26 ///

27 ///

28 ///

NINETEENTH CAUSE OF ACTION
Negligent Misrepresentation

1
2 327. Plaintiffs incorporate by this reference the allegations contained in the preceding
3 paragraphs as if fully set forth herein.

4 328. Plaintiffs bring this claim individually and on behalf of the proposed Class under
5 California law or, alternatively, the law of the state in which each respective Plaintiff purchased their
6 M1 MacBook.

7 329. Apple negligently and recklessly omitted certain material facts regarding the M1
8 MacBooks and of the Retina Display. Apple failed to warn consumers that their M1 MacBooks
9 contained material Defects that resulted in the Retina Display not performing as warranted or
10 advertised.

11 330. The advertisements and warranties, which were made expressly through uniform
12 representations from Apple were material and would have been considered by a reasonable
13 consumer, including Plaintiffs, in making purchasing decisions.

14 331. Plaintiffs and class members acquired M1 MacBooks believing they would function
15 as advertised.

16 332. As a result, Plaintiffs and class members were directly and proximately injured by
17 Apple's negligence in failing to inform Plaintiffs and class members of the material Defects in the
18 M1 MacBook as it relates to the Retina Display. Accordingly, Plaintiffs and class members are
19 entitled to damages in an amount to be proven at trial.

20
21 **TWENTIETH CAUSE OF ACTION**
Quasi-Contract / Unjust Enrichment

22 333. Plaintiffs incorporate by this reference the allegations contained in the preceding
23 paragraphs as if fully set forth herein.

24 334. Plaintiffs bring this claim individually and on behalf of the proposed Class under
25 California law or, alternatively, the law of the state in which each respective Plaintiff purchased their
26 M1 MacBook/
27
28

1 345. Apple breached the express warranty to repair or replace or otherwise correct defects
2 in materials and workmanship in the M1 MacBook's screen. Apple has not repaired or replaced or
3 otherwise corrected these defects, or has been unable to do so.

4 346. In addition to this Limited Warranty, Apple otherwise expressly warranted several
5 attributes, characteristics, and qualities of the M1 MacBook Screen. Generally these express
6 warranties promised heightened, superior, and state-of-the art technology and promote the benefits
7 of the M1 MacBook. These warranties were made, inter alia, in advertisements, on Apple's website,
8 and in uniform statements provided by Apple to be made by Apple employees. Apple did not provide
9 at the time of sale, and has not provided since then, M1 MacBooks conforming to these express
10 warranties.

11 347. Furthermore, the Limited Warranty of repair and/or replacement fails in its essential
12 purpose because the contractual remedy is insufficient to make Plaintiffs and other Class members
13 whole and because Apple has failed and/or has refused to adequately provide the promised remedies
14 within a reasonable time.

15 348. Accordingly, recovery by Plaintiffs and other Class members, is not limited to the
16 warranty of repair or replacement, and Plaintiffs, individually and on behalf of the other class
17 members, seek all remedies as allowed by law.

18 349. Also, as alleged in more detail here, at the time that Apple warranted and sold the M1
19 MacBook it knew that the laptop did not conform to the warranties and was inherently defective, and
20 Apple wrongfully and fraudulently misrepresented and/or concealed material facts regarding the M1
21 MacBook. Plaintiffs and Class members were therefore induced to purchase the M1 MacBook under
22 false and/or fraudulent pretenses.

23 350. Moreover, many of the injuries flowing from the M1 MacBook cannot be resolved
24 through the limited remedy, as many incidental and consequential damages have already been
25 suffered due to Apple's fraudulent conduct as alleged herein, and due to its failure and/or continue
26 failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiffs' and
27 the other Class members' remedies would be insufficient to make Plaintiffs and the Class members
28 whole.

1 B. Award all actual, general, special, incidental, statutory, punitive, and consequential
2 damages and/or restitution to which Plaintiffs and Class members are entitled;

3 C. Award pre-judgment and post-judgment interest as provided by law;

4 D. Grant appropriate equitable relief, including, without limitation, an order requiring
5 Apple to: (1) adequately disclose the defective nature of the M1 MacBook; and (2) return to Plaintiffs
6 and Class members all costs attributable to remedying or replacing the M1 MacBook, including but
7 not limited to economic losses from the purchase or replacement laptops or screens;

8 E. Award reasonable attorney's fees and costs as permitted by law; and

9 F. Grant such other and further relief as the Court deems appropriate.

10 **DEMAND FOR JURY TRIAL**

11 Plaintiffs hereby demand a jury trial on all issues so triable.

12
13 Dated: November 5, 2021

BURSOR & FISHER, P.A.

14 By: /s/ L. Timothy Fisher
15 L. Timothy Fisher

16 L. Timothy Fisher (State Bar No. 191626)
17 Sean L. Litteral (State Bar No. 331985)
18 1990 North California Blvd., Suite 940
19 Walnut Creek, CA 94596
Telephone: (925) 300-4455
Facsimile: (925) 407-2700
Email: ltfisher@bursor.com
slitteral@bursor.com

20 **MIGLIACCIO & RATHOD LLP**
21 Nicholas A. Migliaccio (*pro hac vice*)
22 Jason S. Rathod (*pro hac vice*)
23 412 H St., NE
24 Washington, D.C. 20002
Telephone: (202) 470-3520
Facsimile: (202) 800-2730
E-Mail: nmigliaccio@classlawdc.com
jrathod@classlawdc.com

25 *Attorneys for Plaintiffs*

EXHIBIT A

CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)

I, L. Timothy Fisher, declare as follows:

1. I am an attorney at law licensed to practice in the State of California and a member of the bar of this Court. I am a Partner at Bursor & Fisher, P.A., counsel of record for Plaintiffs in this action. Plaintiff Friend resides in Fullerton, California and Plaintiff Pareas resides in Los Altos, California. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would competently testify thereto under oath.

2. The Complaint filed in this action is filed in the proper place for trial under Civil Code Section 1780(d) in that a substantial portion of the events alleged in the Complaint occurred in the Northern District of California. Specifically, the practices described in the Consolidated Amended Complaint were conceived, reviewed, approved, and otherwise controlled from Apple's headquarters in Cupertino, California, Employees at Apple's headquarters directed the production and assembly of the M1 MacBook's hardware and software, including the defective screens. Promotional activities and literature were developed and coordinated at, and emanated from, Apple's California headquarters. The launch event for the M1 MacBook occurred in Cupertino. Apple made critical decisions about the development, marketing, and advertising of the M1 MacBook in California, including in areas (Cupertino) that are encompassed by the Northern District of California.

I declare under the penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct and that this declaration was executed at Walnut Creek, California, this 5th day of November, 2021.

/s/ L. Timothy Fisher
L. Timothy Fisher