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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

LONNIE BENSON, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

MSI COMPUTER CORP.,

Defendant.

CASE NO.:

**CLASS ACTION COMPLAINT**

- (1) VIOLATION OF THE FLORIDA UNFAIR & DECEPTIVE TRADE PRACTICES ACT, (FLA. STAT. § 501.201, et seq.)
- (2) BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
- (3) DECEIT AND FRAUDULENT CONCEALMENT
- (4) UNJUST ENRICHMENT/ RESTITUTION

**JURY TRIAL DEMANDED**

1 Plaintiff Lonnie Benson (“Plaintiff”) files this Class Action Complaint (“Complaint”)  
2 bringing this consumer class action for herself and on behalf of those similarly situated in Florida  
3 who purchased any of the 2020 or later models of the G series of laptops (i.e., the GV, GF, GL, GP,  
4 GE, and GS models), as well as its Prestige, Creator, Stealth, Summit, Katana, and Delta laptop lines  
5 (the “Laptops”). The Laptops were designed, manufactured, distributed, and sold by Defendant MSI  
6 Computer Corp. (“MSI”). This action seeks to remedy violations of law in connection with  
7 Defendant’s design, manufacture, marketing, advertising, selling, warranting, and servicing of the  
8 Laptops. The following allegations are based on personal knowledge as to Plaintiff’s own conduct  
9 and on the investigation conducted by their counsel and upon information and belief.  
10

11 **INTRODUCTION AND SUMMARY OF ACTION**

12 1. Unbeknownst to consumers, the Laptops are designed and manufactured with a  
13 common inherent defect in that, over time, the Laptops’ display hinges prematurely and unexpectedly  
14 crack and fail at their poorly secured mounting points and eventually detach from the display (the  
15 “Defect”).  
16

17 2. One of the essential attributes of a laptop or portable computer is the ability to open  
18 and close the case for ease of transport. This ability is contingent on the hinge being anchored to the  
19 two halves of the laptop and appropriately tensioned. A laptop’s universal design consists of a thin  
20 upper case, containing the monitor, and a thicker, more robust bottom case that contains the  
21 keyboard, hard drive, CPU, and other critical components. The hinge provides a connection between  
22 the two halves and allows the monitor to be opened and closed as needed.  
23

24 3. Plaintiff’s expert has determined that the Laptops are doomed to fail after a short  
25 number of open-close cycles due primarily to the use of fragile plastic mounting points to connect  
26 the hinge anchors to the interior of the top case. Importantly, the plastic mounting points are subject  
27 to undue amounts of stress due to MSI’s use of overly tight hinge joints and its failure to ensure that  
28

1 hinge screws are uniformly tightened. Excessive stress accelerates the deterioration of the plastic  
2 mounting points. Thus, over a relatively short amount of time, opening and closing a Laptop fractures  
3 and deforms this plastic, causing the hinge anchors to detach from the top case.

4  
5 4. The result of these defects in materials and workmanship is that the ordinary opening  
6 or closing of a Laptop places undue stress on the mounting points, causing the plastic anchors to  
7 fracture, deform, separate, break, or otherwise fail and become inoperable. Therefore, in the absence  
8 of an adequate fix, the Defect only worsens as time progresses. Once a hinge's display mounting  
9 points fail, the corresponding hinge screws will not re-seat without repair.

10 5. When a hinge fails, opening or closing the Laptop places pressure on proximate  
11 components and causes further damage to the Laptop. Such damage includes cracking the plastic  
12 casing and/or screen bezel, damaging the display, detaching the display from the base, and preventing  
13 the display from properly opening, closing, and/or holding their display angle. These symptoms  
14 typically worsen each time the Laptop is opened or closed, as opening or closing a Laptop causes the  
15 detached hinge to exert pressure against the Laptop's plastic casing. A detached hinge is also  
16 typically unable to properly support the display in an open position, meaning the user is unable to  
17 use their Laptop with the display open.  
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1 that MSI will repair the product. If it is unable to repair the product, MSI warrants that it will replace  
2 or refund the purchase.

3 9. The Defect manifests both inside and outside of the Limited Warranty period.  
4 Notwithstanding its longstanding knowledge of the Defect, MSI has never publicly acknowledged  
5 the issue and routinely has refused to remedy the Defect or repair damaged Laptops without charge  
6 within or outside of the Limited Warranty period.  
7

8 10. According to Plaintiff and other owners of the Laptops who have experienced the  
9 Defect, the Defect is not a result of dropping the Laptop, using it roughly, or other user error. Rather,  
10 owners report that the Defect becomes suddenly apparent by way of a popping or crunching noise  
11 when opening or closing the laptop in the course of normal and intended use.  
12

13 11. Thousands of users from across the globe have reported this issue directly to MSI and  
14 on forums on MSI's website. There are hundreds or thousands of customer posts on Defendant's  
15 own online forum complaining of the hinge issue described above in the Laptops.

16 12. These complaints describe the Defect, the accompanying crunching sounds when the  
17 devices are opened, and even report plastic debris from the weak hinge anchors being expelled from  
18 the Laptops.

19 13. Many consumers complaining to MSI about the Defect were told that the issue was  
20 caused by user error and that MSI refused to provide complementary repair under the Limited  
21 Warranty. Many consumers who have attempted to secure replacements or repairs have been  
22 rebuffed by MSI, often forced to pay out of pocket between \$300 and \$500 for repairs or to secure  
23 replacements without MSI's assistance. Others who have secured repairs or replacements from MSI  
24 have quickly experienced the problem reappearing on the repaired or replaced Laptop, or in the next  
25 iteration of Laptop purchased.  
26  
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1           14. Despite being aware of the cause of the Defect, MSI and its representatives have often  
2 engaged in, or directed frustrated customers to engage in, ineffective repair methods. Many  
3 customers who attempted to exercise their rights under the warranty were told the hinge problems  
4 were the result of user error or a hardware problem and were instructed to order and install  
5 replacement hinges from MSI, which did not fix the Defect. MSI also often charges consumers the  
6 costs of repairs covered by the Warranty and for the costs of transportation to and from MSI's repair  
7 centers—many customers have reported that they opted against getting necessary repairs due to the  
8 exorbitant costs and/or waiting periods quoted by MSI. And when MSI accepted a Laptop for repair  
9 under warranty, it often replaced the hinges with the same part. None of these purported repairs  
10 remedied the hinge issues because none addressed the Defect. But all Laptop purchasers paid  
11 premium prices for these warranty services, the value of which was reflected in the market price of  
12 the Laptops at the point of sale. As such, all Laptop purchasers paid more for their Laptops than  
13 they would have, had the inefficacy, delay, and cost of using Defendant's warranty repair program  
14 been disclosed to consumers.  
15

16  
17           15. The Defect is material to consumers as it prevents the Laptops from being used as  
18 portrayed in MSI's advertising materials. MSI concealed, failed to disclose, or otherwise engaged  
19 in deceptive marketing with respect to the Defect. As a result, many consumers purchased Laptops  
20 that became practically unusable after just months of use.  
21

22           16. Despite their knowledge of the Defect, Defendant represented to consumers that the  
23 Laptops were premium portable computers—some with “military-grade durability.”<sup>2</sup> In fact,  
24 Defendant represented that many of the Laptops had been subject to “1900 strict tests . . . throughout  
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28 <sup>2</sup> See, e.g., MSI.com, available at [MSI MIL-STD 810G Grade Laptops](#) (last accessed July 2, 2025).

1 the production process as a way to provide gamers the best gaming experience.”<sup>3</sup> Defendant assured  
2 consumers that “[r]eliability matters for your laptop. Ruggedness, reliability and durability are what  
3 a laptop should be. To provide the best in Laptops for all kinds of professionals, MSI laptops go  
4 through tremendous rigorous tests. Tailored for professional minds and exploratory spirit, MSI  
5 laptops support you as you pursue your passions.”<sup>4</sup> Likewise, Defendant claimed that a subset of  
6 the Laptops met “the MIL-STD-810G military standard for reliability and durability.”<sup>5</sup> Defendant’s  
7 promotional materials, including its website and brochures, displayed the images below:  
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25 <sup>3</sup> *Business & Productivity Laptops*, MSI.com, available at  
26 [https://download.msi.com/archive/mnu\\_exe/pdf/2020-Q2-Brochure.pdf](https://download.msi.com/archive/mnu_exe/pdf/2020-Q2-Brochure.pdf) (last accessed Mar. 17,  
2026).

27 <sup>4</sup> *Id.*

28 <sup>5</sup> *See, e.g.*, MSI.com, available at [MSI MIL-STD 810G Grade Laptops](#) (last accessed Mar. 17,  
2026).



## Military-Grade Durability

To pursue the best of the best, the product meets the MIL-STD-810G military standard for reliability and durability. MSI always strives for professionalism with world-leading technology.



## Reliability Matters for Your Laptop

Ruggedness, reliability and durability are what a laptop should be. To provide the best in class laptops for all kinds of professionals, MSI laptops go through tremendous rigorous tests. Tailored for professional minds and exploratory spirit, MSI laptops support you as you pursue your passions.

17. Defendant uniformly represented to consumers that it had years of experience manufacturing computers and was in effect an expert in manufacturing, design, and use of computers.

18. Plaintiff and Class members saw or heard these representations about the Laptops from Defendant prior to purchasing their Laptops.

1           19.     MSI concealed from and/or failed to disclose to Plaintiff and the Class the defective  
2 nature of the Laptops and failed to remove the Laptops from the marketplace or take adequate action  
3 to remedy the Defect. Rather, MSI sold and serviced the Laptops even though it knew, or was  
4 reckless in not knowing, that the Defect impacted the functionality of the Laptops and would  
5 ultimately result in Plaintiff's and Class members' inability to use their Laptops for their intended  
6 purpose.  
7

8           20.     MSI engaged in a business practice of refusing to repair or replace defective Laptops  
9 pursuant to its Warranty, requiring injured consumers to pay the shipping cost of returning their  
10 Laptops for Warranty repairs, and delaying unreasonably the return of Laptops submitted for repair.  
11

12           21.     As a result of MSI's unlawful, unfair, fraudulent, misleading, and deceptive practices,  
13 Plaintiff and other consumers purchased the Laptops under the mistaken belief that they possessed  
14 high quality, reliable and functional hinges that were capable of normal use without damaging the  
15 machine.

16           22.     Had Plaintiff and the Class known the facts regarding the Defect in the Laptops, those  
17 facts would have been material to them and to any reasonable consumer in their decision to purchase  
18 the Laptops at the price they paid for them.

19           23.     Indeed, had Plaintiff and the Class known about the Defect at the time of purchase,  
20 they would have paid substantially less for their Laptops. Alternatively, they would not have  
21 purchased the Laptops at all, avoiding the significant out-of-pocket costs they have or will incur to  
22 repair or replace their Laptops once the Defect manifests.  
23

24           24.     As a direct and proximate result of MSI's unfair, deceptive, and fraudulent business  
25 practices, owners of the Laptops, including Plaintiff, have suffered injury in fact and actual damages  
26 including: (1) an ascertainable loss of money and/or property and/or value, including that their  
27 Laptops are unreliable and/or unusable for their intended purposes; (2) out-of-pocket expenditures  
28

1 for the replacement and attempted repairs of the Laptops; (3) time wasted attempting to repair the  
2 Defect; and (4) the failure to receive the benefit of the bargain in their purchases of the Laptops.

3 25. MSI has not provided a remedy for the Defect. Plaintiff and Class members have also  
4 incurred, and will continue to incur, out-of-pocket unreimbursed costs and expenses related to the  
5 Defect. MSI's unfair and deceptive trade practices were conducted in a manner giving rise to  
6 substantial aggravating factors. As a result of the Defect and the monetary costs associated with  
7 attempting to repair the damage stemming from the Defect, Plaintiff and Class members have  
8 suffered injury in fact, incurred damages, and otherwise have been harmed by MSI's conduct.

9  
10 26. In furtherance of the public interest, and in order to remedy MSI's wrongful conduct,  
11 Plaintiff brings this action as a class action and assert claims on behalf of themselves and a class of  
12 similarly situated persons seeking money damages, equitable relief, and injunctive relief for  
13 Defendant's conduct described herein.

14  
15 27. Because of the relatively small size of the typical individual Class members' claims,  
16 it is unlikely that individual Class members could afford to seek recovery on their own. This is  
17 especially true in light of the size and resources of Defendant. A class action is, therefore, the only  
18 reasonable means by which Class members can obtain relief.

19  
20 28. Accordingly, Plaintiff brings this consumer class action seeking monetary damages  
21 and injunctive relief for Plaintiff and members of the Class (defined below) to redress MSI's  
22 violations of the Florida Unfair and Deceptive Trade Practices Act, and other common law  
23 obligations.

24 **PARTIES**

25 29. As explained below, Plaintiff is an individual citizen of the United States residing in  
26 Florida and brings this action on behalf of themselves and all members of the putative class.



**PLAINTIFF’S SPECIFIC ALLEGATIONS**

1  
2 37. Plaintiff Lonnie Benson is a citizen of Florida and resided in Sarasota, Florida, at the  
3 time of purchase.

4 38. In or around January 2022, Plaintiff Benson purchased an MSI Raider GE76 12UHS-  
5 255B from GENTECH PC for \$4,078.03.

6 39. Plaintiff Benson researched the MSI Raider GE76 Laptop on-line and on MSI’s  
7 product website before purchasing. Plaintiff Benson did extensive research on the MSI website to  
8 find a laptop that matched the specs Plaintiff wanted. Plaintiff settled on the GE76 Laptop because  
9 it had the top of the line specs Plaintiff wanted as well and was advertised as portable, mobile, and  
10 usable on the go. Plaintiff Benson also reviewed information about MSI’s warranty on the MSI  
11 website.  
12

13 40. In early to mid, 2023, when Plaintiff Benson had been using the Laptop for just over  
14 one year, Plaintiff noticed the Laptop hinges were stiff and made a creaking noise. Within a few  
15 months, after gently trying to open the Laptop, the plastic casings holding the hinges to the frame of  
16 the screen broke completely off. As of now, the screen of Plaintiff Benson’s laptop is attached to the  
17 keyboard only through the feed cable. As such, Plaintiff Benson’s Laptop cannot be transported and  
18 has been rendered wholly unusable as a portable computer.  
19

20 41. In or around July 2, 2023, Plaintiff Benson reached out to MSI to have the Laptop  
21 repaired. MSI responded on or around July 23, 2023, stating there would be a 14 day expected service  
22 time, not including time for shipping. Plaintiff Benson was unsure of what the cost would be for the  
23 service, and they could not be without a computer for that long, so they did not send the Laptop in  
24 for repairs.  
25

26 42. A picture of Plaintiff Benson’s Laptop is below:  
27  
28



**Figure 2: Plaintiff Benson's Damaged Laptop**

43. Plaintiff Benson used and maintained the Laptop in a manner typical of a reasonable consumer.

44. Plaintiff Benson was unaware of, and lacked a reasonable means of discovering, the Defect prior to purchase.

45. Had Plaintiff Benson been told of the Defect, or if MSI either refused to honor its written Warranty or imposed unreasonable costs or barriers to prevent consumers from using it, Plaintiff would not have purchased a Laptop, or would have paid substantially less for it.

### **STATEMENT OF FACTS**

57. Established in Taiwan in 1986, MSI designs, develops, manufactures, and sells personal computers, computing hardware, and related items and accessories throughout the world, including in the United States.

58. Unlike many computer manufacturers, MSI is largely vertically integrated in that “it owns the entire chain from production plants to sell-through.”<sup>7</sup> MSI designs, develops, and

<sup>7</sup> John Gaudiosi, *How MSI Is Delivering A Powerful ESports Experience*, AListDaily.com (Mar. 28, 2017), available at <https://www.alistdaily.com/strategy/msi-delivering-powerful-esports-experience/> (last accessed Mar. 17, 2026).

1 manufactures its computer hardware and components from its headquarters in Taiwan and its  
2 factories in China.

3 59. MSI bills itself as a computer company that caters to “gamers,” or consumers who  
4 purchase laptops for the purpose of playing video games. According to one associate marketing  
5 manager at MSI, “what separates the MSI brand from other companies is that it’s always been  
6 focused on gamers.”<sup>8</sup> Defendant targets the gamer market by touting their gamer-friendly “hardware  
7 and manufacturing process” and has sponsored eSports teams, or professional gamers, since 2008  
8 because “[m]arketing to these teams speaks directly to the customers we’re trying to target.”<sup>9</sup> MSI  
9 has also hosted an international gaming event since 2010.<sup>10</sup> Defendant now calls itself “the most  
10 trusted name in gaming and eSports.”<sup>11</sup>

11  
12 60. The majority of MSI’s laptops are marketed to gamers. The largest segment of their  
13 laptop offerings belongs to the “G series,” so-called because they are designed to cater to the needs  
14 of gamers. The G series can be subdivided into at least seven tiers comprised of the GV, GF, GL,  
15 GP, GE, GS, and GT models.<sup>12</sup> MSI appears to have begun transitioning its naming conventions  
16 away from the use of two letter prefixes in favor of named lines. Several of the G series laptop lines  
17 have adopted combination names (i.e., the Titan GT Series, Raider GE Series, or Vector GP Series),  
18 while the remainder are now known only by their new names (i.e., the Stealth (formerly GS Series),  
19  
20  
21

22 \_\_\_\_\_  
<sup>8</sup> *Id.*

23 <sup>9</sup> *Id.*

24 <sup>10</sup> *Evil Geniuses Win Msi Beat It 2010*, HLTV.org (Jun. 9, 2010), available at  
<https://www.hltv.org/news/5203/evil-geniuses-win-msi-beat-it-2010> (last accessed Mar. 17, 2026).

25 <sup>11</sup> *MSI Vision*, MSI.com, available at  
<https://us.msi.com/about/profile#:~:text=As%20a%20world%20leading%20gaming,in%20our%20products%20in%20return> (last accessed Mar. 17, 2026).

26  
27 <sup>12</sup> *The MSI G Series consists of seven laptop tiers*, available at  
<https://www.notebookcheck.net/The-MSI-G-Series-consists-of-seven-laptop-tiers-we-go-over-each-one-here.407761.0.html> (last accessed Mar. 17, 2026).  
28

1 Crosshair / Pulse (formerly GL Series), Sword / Katana (formerly GF Series) and Cyborg (formerly  
2 Thin GF Series). MSI also has three other lines of gaming laptops released in 2021.

3 61. Since the mid-to-late 2010s, MSI has also ventured outside of the gamer market with  
4 several laptop lines intended for business and/or creative users, including the Prestige, Summit, and  
5 Creator lines.<sup>13</sup>

6  
7 62. MSI first ventured into the U.S. gaming laptop market in the mid-2000s with the  
8 release of the several G series computers.<sup>14</sup> Since that time, MSI has released dozens of G series  
9 laptops. All of these laptops sell at a premium. The most recent basic version of the lower tier models  
10 (e.g., the GF) retails for around \$1,000, while the most recent basic version of the highest tier model  
11 (the GT) retails for around \$4,000. The Raider gaming laptop retailed for around \$1,599.

12  
13 63. MSI's non-gaming laptops are also sold at a price premium. The basic models of the  
14 Creator series retail for around \$1,199, while higher-end versions retail for \$2,399. Models of the  
15 Prestige begin around \$999 and rise to around \$1,900.

16 64. Defendant justifies these price premiums, in part, based on its representations to  
17 consumers that it has years of experience in the manufacture of computers and is in effect an expert  
18 in the manufacture, design, and use of computers. For example, MSI claims that it is “[c]ommitted  
19 to advancing user experiences through the finest product quality,” and “has devoted countless  
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24 <sup>13</sup> Hilbert Hagedoorn, *MSI Outs Business Laptops and New MSI Logo*, Guru3D.com (2021),  
25 available at <https://www.guru3d.com/story/msi-outs-business-laptops-and-new-msi-logo> (last  
26 accessed Jan. 31, 2024); Jeremy Hellstrom, *MSI Announces New Premium Notebook Designed For  
Content Creators – The P65*, PCper.com (Aug. 31, 2018), available at  
[https://pcper.com/2018/08/msi-announces-new-premium-notebook-designed-for-content-creators-  
the-p65/](https://pcper.com/2018/08/msi-announces-new-premium-notebook-designed-for-content-creators-the-p65/) (last accessed Mar. 17, 2026).

27 <sup>14</sup> See Darren Murph, *MSI's GX700 gives way to Intel 965PM and NVIDIA NB8P*, Engadget.com  
28 (Jan. 15, 2007), available at [https://www.engadget.com/2007-01-15-msis-gx700-gives-way-to-  
intel-965pm-and-nvidia-nb8p.html](https://www.engadget.com/2007-01-15-msis-gx700-gives-way-to-intel-965pm-and-nvidia-nb8p.html) (last accessed Mar. 17, 2026).

1 resources into research and development not only to pursue innovative features, but also to ensure  
2 ultimate stability.”<sup>15</sup>

3 65. Plaintiff and Class members saw or heard these representations from Defendant about  
4 the Laptops prior to purchasing their Laptops, as well as the other representations detailed below.  
5

6 66. MSI designed, manufactured, marketed, sold, and distributed the Laptops to tens of  
7 thousands of consumers in Florida and throughout the United States.

8 **A. MSI’s Misleading Marketing of the Laptop**

9 67. The Laptops are comprised of devices from several lines of MSI’s laptop computers.  
10 All of the Laptops share and suffer from the same inherent defects in material and/or workmanship  
11 as described in detail below.

12 68. Defendant marketed, promoted, and sold the Laptops as portable and durable  
13 premium laptop computers. On its website, Defendant advertises its products, including its Laptops,  
14 as being “powerful in functionality” with “high-quality hardware components.”<sup>16</sup> It also describes  
15 its Laptops as “high-quality, cost-effective products.”<sup>17</sup> Defendant touts itself as having the  
16 reputation of being a “leading laptop brand, renowned for providing a luxurious and unparalleled  
17 experience . . . synonymous with top-tier excellence in the laptop industry.”<sup>18</sup>  
18

19 69. Defendant’s marketing materials repeatedly emphasized the mobility, portability, and  
20 durability of the Laptops. For example, Defendant made the following representations about the  
21 Laptops:  
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24  
25 <sup>15</sup> *Business & Productivity Laptops*, MSI.com, available at  
[https://download.msi.com/archive/mnu\\_exe/pdf/2020-Q2-Brochure.pdf](https://download.msi.com/archive/mnu_exe/pdf/2020-Q2-Brochure.pdf) (last accessed Mar. 17,  
2026).

26 <sup>16</sup> *MSI Business*, MSI.com, available at, <https://www.msi.com/Business> (last accessed Mar. 17,  
2026).

27 <sup>17</sup> *Id.*

28 <sup>18</sup> <https://msi-laptop-story.msi.com/en> (last accessed Mar. 17, 2026).

- 1           • MSI touted the “[u]ltra-[p]ortability” and “mobility” of the GS Stealth Series, describing  
2           it as “a great companion on-the-go,” and representing that it had a “premium chassis.”<sup>19</sup>  
3           “Reinforced with a black metal chassis, the GS66 is perfected for daily travel uses.”<sup>20</sup>  
4  
5           • Defendant represented that the GE65 Raider offered “top-of-the-line specs,”<sup>21</sup> stating that  
6           it “has what it takes to be a portable gaming laptop.”<sup>22</sup>  
7  
8           • Defendant described the GP65 Leopard and GL75 as “[w]ell-built device[s,]” and “lighter  
9           than previous models but still maintaining military-grade durability.”<sup>23</sup>  
10  
11          • Defendant represented that the GF75 and 65 Thin Series are “[p]erformance made  
12          portable.”<sup>24</sup>  
13  
14          • Defendant represented that the Delta 15 has an “All-New Portable Design” and is a  
15          “lightweight laptop [...] ideal for gamers on the move.”<sup>25</sup>

16 <sup>19</sup> *MSI Gaming Laptop Naming Explained*, MSI.com (Jun. 14, 2019), available at  
17 <https://web.archive.org/web/20190727111021/https://www.msi.com/blog/msi-gaming-laptop-naming-explained> (last accessed Mar. 17, 2026).

18 <sup>20</sup> *GS 66 Stealth Product Page*, MSI.com, available at  
19 <https://web.archive.org/web/20200626073357/https://us.msi.com/Laptop/GS66-Stealth-10SX>  
(Archived Jun 26, 2020) (last accessed Mar. 17, 2026).

20 <sup>21</sup> *MSI Gaming Laptop Naming Explained*, MSI.com (Jun. 14, 2019), available at  
21 <https://web.archive.org/web/20190727111021/https://www.msi.com/blog/msi-gaming-laptop-naming-explained> (last accessed Mar. 17, 2026).

22 <sup>22</sup> *GS 66 Stealth Product Page*, MSI.com, available at  
23 [https://web.archive.org/web/20211016060232/https://us-store.msi.com/Laptops/Gaming-Series/GE-Series?product\\_id=698](https://web.archive.org/web/20211016060232/https://us-store.msi.com/Laptops/Gaming-Series/GE-Series?product_id=698) (archived Oct. 16, 2021) (last accessed Mar. 17, 2026).

24 <sup>23</sup> *Best mainstream gaming laptop!*, MSI.com (Jun. 20, 2019), available at  
25 <https://us.msi.com/news/detail/Bestmainstreamgaminglaptop114247> (last accessed Mar. 17, 2026).

26 <sup>24</sup> *MSI Unveil New Laptops at “MSIology” Virtual Launch Event*, MSI.com (Jan. 14, 2021),  
27 available at  
28 <https://us.msi.com/news/detail/MSIUnveilNewLaptopsatMSIologyVirtualLaunchEvent121353>  
(last accessed Mar. 17, 2026).

<sup>25</sup> *MSI Announces the Brand New AMD Advantage™ Edition Gaming Laptops with Latest Radeon™ RX 6000M Series Graphics*, MSI.com (Jul. 9, 2021), available at  
<https://us.msi.com/news/detail/MSIAnnouncetheBrandNewAMDAdvantageEditionGamingLaptopswithLatestRadeonRX6000MSeriesGraphics122219> (last accessed Mar. 17, 2026).

- 1 • Defendant represented the Titan 18 HX as having “powerful hardware, integrated into a  
2 sleek chassis that is less than an inch thick, enhances mobility, making it more efficient  
3 and versatile.”<sup>26</sup>
- 4 • Defendant represented the Cyborg 15 as having a “thin and light body” that is “perfect  
5 for on-the-go gaming,” and that the “integration of aluminum material on cover  
6 guarantees a smooth, high-quality feel on first contact and keeps it light.”<sup>27</sup>
- 7 • Defendant represented the Modern Series as being “the best everyday laptop” with  
8 “ultra-portability.”<sup>28</sup> It also represented the Modern Series as a “reliable device for daily  
9 tasks . . . balancing performance with convenience.”<sup>29</sup> Defendant represented, on its  
10 official YouTube channel, that the “thin” GL 63 is “extremely portable.”<sup>30</sup>

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13 70. Defendant further provides assurances to customers regarding the Laptops’ durability  
14 and MSI’s pre-sale testing by stating that “[o]ver 1900 strict tests are run throughout the production  
15 process as a way to provide gamers the best gaming experience,” and promises that “MSI laptops are  
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21 <sup>26</sup> *Titan 18 HX Product Page*, MSI.com, available at <https://us.msi.com/Laptop/Titan-18-HX-A14VX> (last accessed Mar. 17, 2026).

22 <sup>27</sup> *Cyborg 15 Product Page*, MSI.com, available at <https://us.msi.com/Laptop/Cyborg-15-AI-A1VX> (last accessed Mar. 17, 2026).

23 <sup>28</sup> *Modern Series*, MSI.com, available at <https://www.msi.com/Business-Productivity> (last  
24 accessed Mar. 17, 2026).

25 <sup>29</sup> *2024 MSI Modern Series - The Ideal Companion for Your Everyday Needs*, MSI.com, available  
26 at <https://www.msi.com/blog/2024-msi-modern-series-the-ideal-companion-for-your-everyday-needs> (last accessed Mar. 17, 2026).

27 <sup>30</sup> *Hesitating to get a budget gaming laptop? – MSI Thin GF63*, YouTube.com, available at  
28 <https://www.youtube.com/watch?v=Qbw3WMCR-oc> (last accessed Mar. 17, 2026); *GL63 Unboxing – Now Powered by 9th Gen Intel Core Processors | MSI*, YouTube.com, available at  
<https://www.youtube.com/watch?v=uWujUnNZxmY> (last accessed Mar. 17, 2026).

1 built with state-of-the-art technology that promises quality and performance that has been  
2 continuously well-recognized by media and gamers around the world.”<sup>31</sup>

3 71. Likewise, Defendant explicitly touted the reliability and “Military-Grade Durability”  
4 of the business and creative laptop lines (e.g., the Prestige and Creator lines). For each of these  
5 models, Defendant claims that “[t]o pursue the best of the best, the product meets the MIL-STD-  
6 810G military standard for reliability and durability. MSI always strives for professionalism with  
7 world-leading technology.”<sup>32</sup> Each of the product pages for these laptops also display the following  
8 image(s):  
9



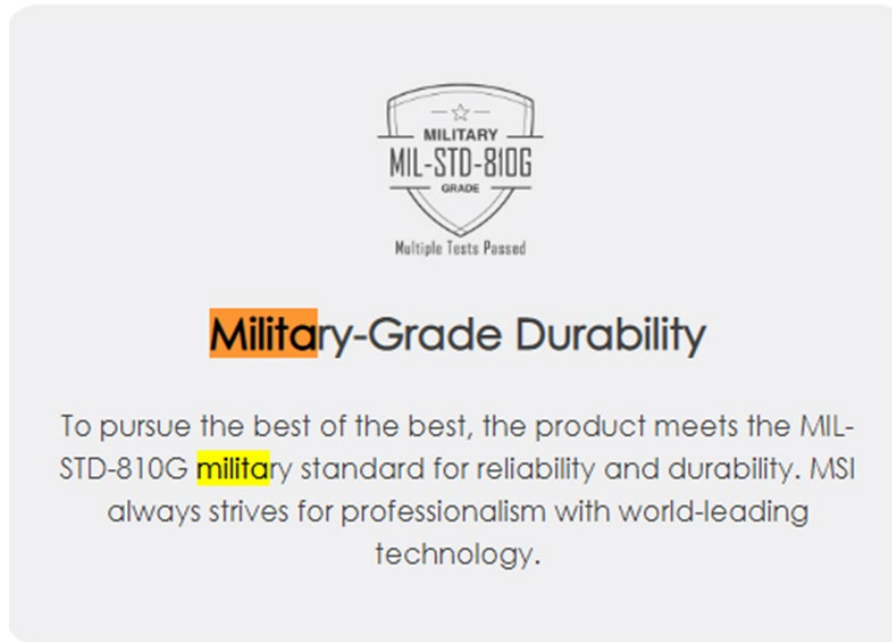
### Military-Grade Durability

To pursue the best of the best, the product meets the MIL-STD-810G military standard for reliability and durability. MSI always strives for professionalism with world-leading technology.

Learn more

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24 <sup>31</sup> *Business & Productivity Laptops*, MSI.com, available at [https://download.msi.com/archive/mnu\\_exe/pdf/2020-Q2-Brochure.pdf](https://download.msi.com/archive/mnu_exe/pdf/2020-Q2-Brochure.pdf) (last accessed Mar. 17, 2026).

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26 <sup>32</sup> See, e.g., *Prestige 14 Product Page*, MSI.com, available at <https://us.msi.com/Business-Productivity/Prestige-14-A12UX> (last accessed Mar. 17, 2026); *Prestige 15 - A12S Product Page*, MSI.com, available at <https://ca.msi.com/Business-Productivity/Prestige-15-A12SX> (last accessed Mar. 17, 2026); *Creator M16 - B12U*, MSI.com, available at <https://www.msi.com/Content-Creation/Creator-M16-B12UX> (last accessed Mar. 17, 2026).  
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12 72. MSI repeated these representations in its brochures: “Reliability matters for your  
13 laptop. Ruggedness, reliability and durability are what a laptop should be. To provide the best in  
14 Laptops for all kinds of professionals, MSI laptops go through tremendous rigorous tests. Tailored  
15 for professional minds and exploratory spirit, MSI laptops support you as you pursue your  
16 passions.”<sup>33</sup> A 2020 brochure prominently displayed the following image:  
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27 <sup>33</sup> *Business & Productivity Laptops*, MSI.com, available at  
28 [https://download.msi.com/archive/mnu\\_exe/pdf/2020-Q2-Brochure.pdf](https://download.msi.com/archive/mnu_exe/pdf/2020-Q2-Brochure.pdf) (last accessed Mar. 17, 2026).

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73. MSI represents that its testing procedures are designed to meet the “MIL-STD-810G” standard and that these specifically include testing to ensure the laptops withstand “shock,” “vibration,” and “mechanical vibrations of shipboard equipment.”<sup>34</sup>



74. The MIL-STD-810G is a testing standard used by the U.S. Department of Defense to verify the durability and reliability of equipment under a range of environmental conditions.<sup>35</sup> While

<sup>34</sup> <https://web.archive.org/web/20210421075516/https://www.msi.com/Business-Productivity/Summit-E14-A11X/Overview> (last accessed Mar. 17, 2026).

<sup>35</sup> See Department of Defense Test Method Standard, Environmental Engineering Considerations and Laboratory Tests, MIL-STD-810 G (31 October 2008), available at <https://www.atec.army.mil/publications/Mil-Std-810G/Mil-Std-810G.pdf>.

1 originally designed for military use, the testing standards are also used by commercial manufacturers  
2 to test the durability of consumer products. The testing standards include procedures to “evaluate the  
3 physical and functional performance of materiel likely to be exposed to mechanically induced shocks  
4 in its lifetime,”<sup>36</sup> and detailed testing methods to test products for resilience when exposed to  
5 “acceleration,” “vibration,” “explosive atmosphere,” “shock,” “gunfire shock,” and “ballistic  
6 shock.”<sup>37</sup>

7  
8 75. Defendant advertises the Prestige model as “finely-crafted machines [that] not only  
9 show unique taste, but also are immensely powerful. Thin and light yet immensely powerful, it  
10 enhances your style and workflow wherever you go,” as shown below:<sup>38</sup>



26 <sup>36</sup> *Id.* at 516.6-1.

27 <sup>37</sup> *Id.* at vii.

28 <sup>38</sup> *Prestige 15 (Intel® 11th Gen) Product Page*, available at <https://us.msi.com/Business-Productivity/Prestige-15-A11X> (last accessed Mar. 17, 2026).

1           76. In a 2019 brochure, Defendant described the Prestige Series laptop as “built as an icon  
2 of design with brilliant performance. It is a mobile studio for business individuals and creatives.  
3 Iconic and powerful, bring your ideas to life wherever you go,” as shown below:<sup>39</sup>  
4

## Prestige series

The mind is full of wonders and curiosity. The Prestige Series laptop is built as an icon of design with brilliant performance. It is a mobile studio for business individuals and creatives. Iconic and powerful, bring your ideas to life wherever you go.



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16           77. In the same brochure, Defendant stated: “[f]inely-crafted in an ultra-light chassis, the  
17 Creator Series product exemplifies creativity with a space gray finish and an elegantly brushed  
18 aluminum. This professional laptop is made to be portable, durable, and trendy wherever you go,”  
19 as shown below:  
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27 <sup>39</sup> Content Creation, MSI.com, available at [https://download.msi.com/archive/mnu\\_exe/pdf/2019-Content-Creation-Brochure-EN.pdf](https://download.msi.com/archive/mnu_exe/pdf/2019-Content-Creation-Brochure-EN.pdf) (last accessed Mar. 17, 2026).  
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## Creativity on the go

Finely-crafted in an ultra-light chassis, the Creator Series product exemplifies creativity with a space gray finish and an elegantly brushed aluminum. This professional laptop is made to be portable, durable, and trendy wherever you go.



78. Similarly, Defendant markets the “Creator” line as having “a 180° lay-flat [display] and the ultra-thin bezels that maximize screen real estate . . . [e]specially crafted in an ultra-light and slim aluminum chassis . . . made portable and stylish wherever you go,” as shown below:<sup>40</sup>



## Flip-n-Share

With a 180° lay-flat and the ultra-thin bezels that maximizes screen real estate, the Creator M16 makes it easy to share your inspiration with co-workers uninterrupted. Especially crafted in an ultra-light and slim aluminum chassis, the Creator M16 comes with people-centric design philosophy, made portable and stylish wherever you go.

79. Defendant marketed, promoted, and warranted that the Laptops were premium computers capable of portable use, able to perform the tasks of opening and closing, and able to perform all of the basic functions of similar laptops of their class.

<sup>40</sup> *Creator M16 - B12U*, MSI.com, available at <https://www.msi.com/Content-Creation/Creator-M16-B12UX> (last accessed Mar. 17, 2026).

1 80. Plaintiff and Class members purchased their Laptops to be used for mobile computing  
2 purposes like those portrayed by Defendant in its marketing materials for all of the Laptops.

3 81. Because the defective materials are fully enclosed within the Laptops and the Defect  
4 is only revealed by Laptop use, testing, or disassembly, reasonable consumers could not discover the  
5 Defect prior to purchase.  
6

7 82. The Laptops will be used or purchased by unsuspecting members of the putative class,  
8 and injunctive relief could prevent harm to those who remain unaware of the Defect, which can  
9 render the Laptops useless. Further, potential Class-wide notice may inform Class members of  
10 potential remedies that they may not be aware of.

11 83. As the Defect results from the defects in material and/or workmanship of the  
12 Laptops—i.e., the use of unsuitable plastic material to mount the laptop hinges—replacing the broken  
13 hinges with identical ones is unlikely to fully remedy the Defect.  
14

15 84. Plaintiff and Class members saw or heard these representations from Defendant about  
16 the Laptops prior to purchasing their Laptops.

17 85. During the Class Period MSI designed, manufactured, marketed, sold, and distributed  
18 the Laptops to tens of thousands of consumers throughout the United States and disseminated  
19 marketing materials from its headquarters in California.  
20

21 **B. The Defect**

22 86. Contrary to how they are portrayed in MSI's marketing materials, the Laptops contain  
23 a common inherent defect that, over time, causes their hinges to fail.

24 87. One of the essential attributes of a laptop or portable computer is the ability to open  
25 and close the case like a clam shell for ease of transport. This ability is contingent on the hinge being  
26 securely anchored to the two halves of the laptop and appropriately tensioned. A laptop's universal  
27 design consists of a thin upper case, containing the monitor, and a thicker, more robust bottom case  
28

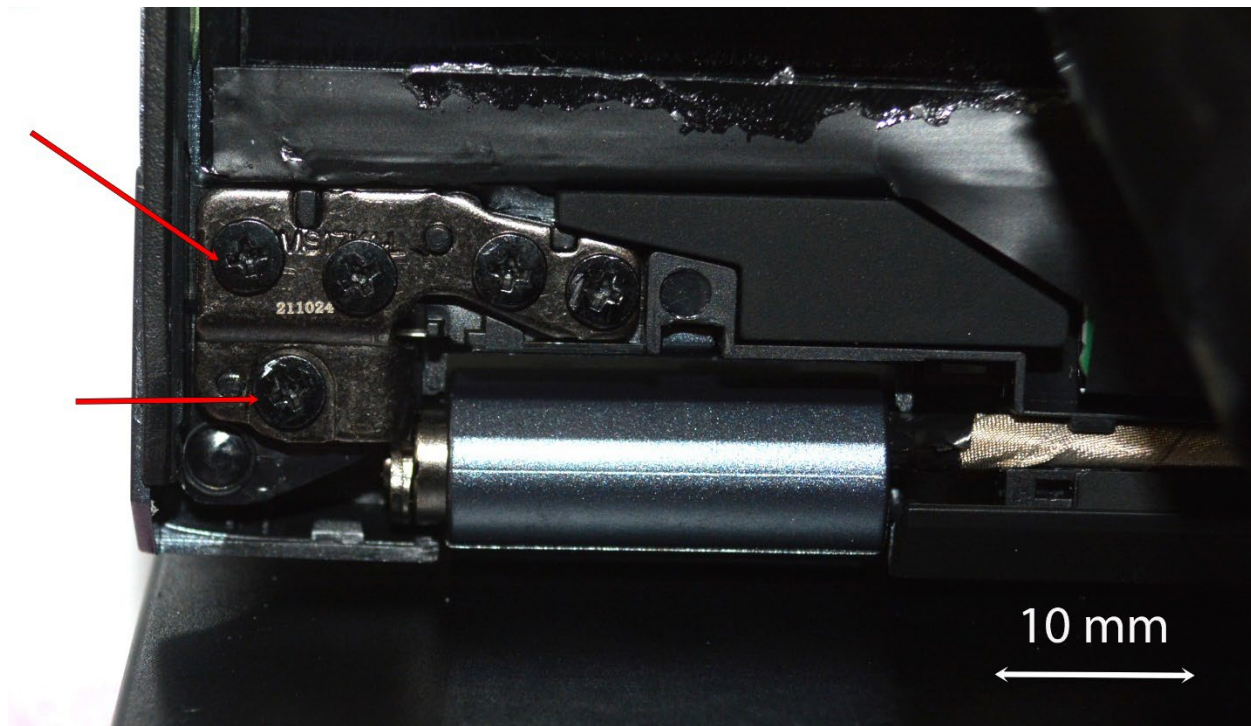
1 that contains the keyboard, hard drive, CPU, and other critical components. The hinge provides a  
2 connection between the two halves and allows the monitor to be opened and closed as needed.

3 88. The Laptops suffer from a serious and inherent defect in design and materials. The  
4 Laptops are doomed to fail after a low number of open-close cycles due primarily to the use of fragile  
5 plastic mounting points to connect the hinge anchors to the interior of the top case. Importantly, the  
6 plastic mounting points are subject to undue amounts of stress due to MSI's use of overly tight hinge  
7 joints and its failure to ensure that hinge screws are uniformly tightened. Excessive stress accelerates  
8 the deterioration of the plastic mounting points. Thus, over a relatively short amount of time, opening  
9 and closing a Laptop fractures and deforms this plastic, causing the hinge anchors to detach from the  
10 top case.  
11

12 89. To better understand the cause of the Defect, Plaintiff's counsel retained a consulting  
13 expert. The consulting expert is a professional metallurgical engineer and professor in Mechanical  
14 Engineering. He has devoted more than 25 years of his career to product development, materials  
15 selection, and design and failure analysis.  
16

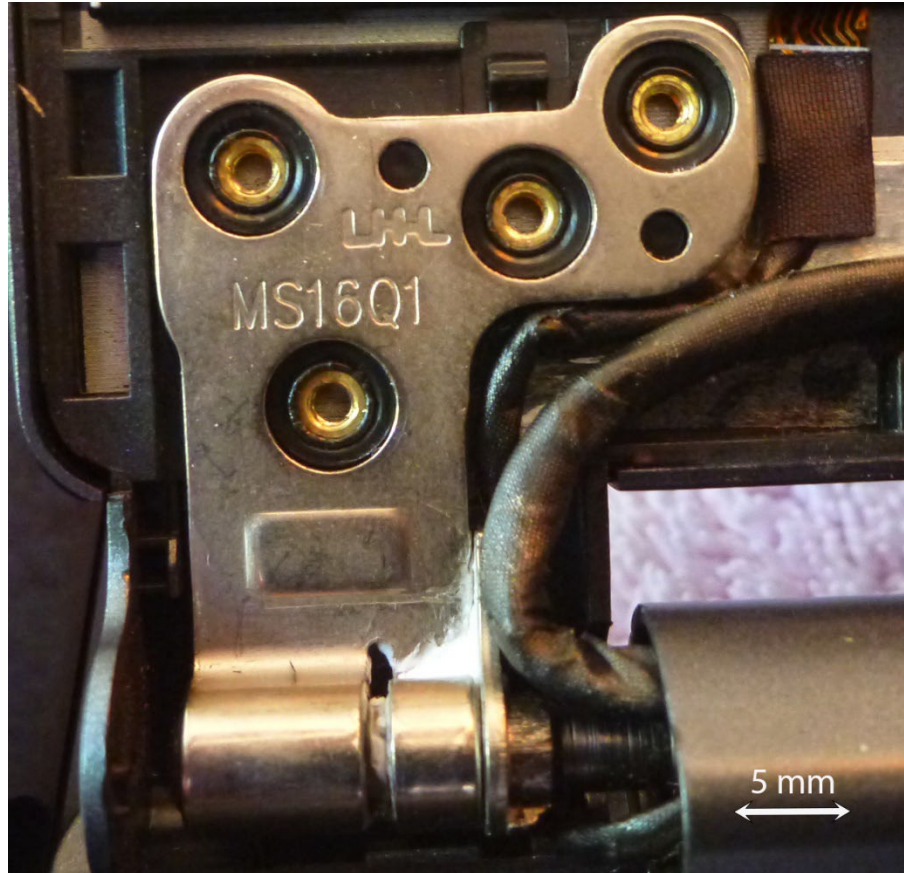
17 90. The consulting expert evaluated and tested several Laptop models to determine the  
18 cause of the Hinge Defect. His evaluation of the Laptops focused primarily on the materials,  
19 structural design, and behavior of the hinges during use. Based on his preliminary assessment, he  
20 determined that the Laptops suffer from a defect in design and materials that renders the hinges  
21 subject to early failure during regular use by even the most careful consumer.  
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1           91.     The image below shows how a Laptop hinge attaches to the upper case. The lower  
2 hinge is anchored into the laptop chassis while the upper hinge is mounted onto the thin plastic  
3 structure of the upper case using several small screws.  
4



16                           *Figure 6 – View of left hinge attached to upper case.*

17           92.     The mounting screws affix the hinge to the upper case via threaded brass anchors.  
18 These anchors are embedded in plastic mounting points, which connect the anchors to the upper case.  
19 An example of the anchoring system is shown in the image below.  
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**Figure 7 – View through hinge screw holes of brass anchors embedded in plastic.**

93. According to the consulting expert, the Hinge Defect is the result of the interplay of several factors. First, he observed that the hinges are secured to the upper case via metal screws sunk in brass anchors that are embedded in a fragile plastic material. Friction between the plastic mounting points and the exterior of the brass anchor is all that holds an anchor in place. However, the plastic material in which the anchors are embedded has very little strength or toughness and is prone to fracture and/or deformation. Additionally, the shape of the anchors ensures that only a small part of the anchor's surface area is in actual contact with the plastic. Accordingly, only a weak mechanical interface attaches the brass anchors to the top case. The amount of plastic material that contacts the brass anchor is inadequate to support the cyclical loading of opening and closing, and the plastic material itself is too weak and deformable to maintain the mechanical connection required for the stresses applied.

1           94.     Second, the consulting expert observed that the Laptops' hinges are inappropriately  
2 tensioned; they are overtightened and "stiff." This stiffness puts excessive stress on the anchors  
3 because it requires the user to exert more force on the top panel to open or close the device than if  
4 the hinges were appropriately tensioned. Such stress is exacerbated if the user does not carefully  
5 open the laptop by applying even pressure to the top edges of the screen. Opening a Laptop from one  
6 side—a common practice—subjects the plastic mounting points to increased rotational torque and  
7 applied stress.  
8

9           95.     Finally, the consulting expert observed that in each of the Laptops he tested, the hinge  
10 screws were inconsistently tightened. Disparities in screw tightness increase the likelihood that  
11 screws will further loosen over time and cause play to develop between the hinge and its anchor  
12 points.  
13

14           96.     These factors work together to ensure the premature failure of the hinges in the  
15 Laptops. Ordinary stress from opening and closing a Laptop causes the plastic mounting points to  
16 become brittle and eventually fail. The excessive stiffness of the hinges ensures that the plastic  
17 mounting points are subject to a higher level of stress than if the hinges were appropriately tensioned  
18 and accelerates the failure of the plastic material. This stress is amplified for anchors with relatively  
19 loose screws: play between the hinge and its anchors allows the hinge to seat and unseat a small  
20 distance in a cyclical manner, which further accelerates the degradation of the mechanical  
21 connection. After one or two mounting points fail the remaining mounting points will fail at an  
22 accelerated rate as each must support a larger percentage of the total load. Thus, once a hinge's  
23 performance falters, failure will likely follow shortly thereafter, depending on use.  
24

25           97.     When a hinge fails, opening or closing the Laptop places pressure on proximate  
26 components and causes further damage, including cracking the plastic casing and/or screen bezel,  
27 damaging the display, preventing the display from properly opening, closing, and/or holding its  
28

1 display angle, and, in the worst cases, wholly detaching the top case from the base. These symptoms  
2 typically worsen each time the Laptop is opened or closed, as opening or closing a Laptop causes the  
3 detached hinge to exert pressure against the Laptop's plastic casing. A detached hinge is also  
4 typically unable to properly support the display in an open position, meaning the user is unable to  
5 use their Laptop with the display open.  
6

7 98. Common third-party fixes often encourage the application of an epoxy to the anchors  
8 to strengthen their seat in the plastic or even that users anchor the hinges with screws that penetrate  
9 through the top case of the Laptops. These inexpensive fixes reflect how MSI could have managed  
10 this issue for a very small per-unit cost but chose to ignore it.

11 99. According to Plaintiff and other owners of the Laptops who have experienced the  
12 Defect, the common hinge problem is not a result of dropping or otherwise handling the laptop  
13 roughly. Rather, the Defect is often initially identified by the failure to close properly, i.e., the top  
14 panel sits higher on one side or does not fully close during the course of ordinary use. Thereafter, the  
15 user may hear popping or crunching sounds when the devices are opened as well as see plastic debris  
16 falling from the Laptop. Typically, at this point, one or both hinges are inoperable.  
17

18 100. According to Plaintiff and other owners of Laptops who have experienced the Defect,  
19 the hinge problems are triggered and exacerbated when the Laptop monitor is opened, closed, or  
20 adjusted.  
21

22 101. Because the Defect compromises the Laptops' hinges, it impairs the Laptops'  
23 portability and functionality.

24 102. As a result of the Defect, many consumers purchased computers that became  
25 practically unusable after just months of use.

26 103. Damage caused by the Defect renders the Laptops unsuitable for their essential  
27 purpose as portable computers. When the Defect manifests, it dramatically impairs the user's ability  
28

1 to open and close their laptop or adjust their screen angle, making it difficult or impossible to use the  
2 laptop without connecting to an outside screen. Thus, the Defect renders the laptop partially or  
3 wholly unusable as a portable device.

4  
5 104. Consequently, the Laptops are not fit for their intended purpose as functioning,  
6 compact, portable, or flexible computers and cannot satisfy the representations MSI made in its  
7 marketing materials and warranties.

8 105. Repairing the damage caused by the Defect is a difficult and costly undertaking.  
9 Repairs cost \$300 or more.

10 106. Many Laptop owners have communicated with MSI's employees and agents to  
11 request that MSI remedy and/or address the Defect and/or resultant damage at no expense. MSI has  
12 failed and/or refused to do so.

13 107. Had Plaintiff and Class members known about the Defect at the time of purchase,  
14 they would not have bought the Laptops, or would have paid substantially less for them.

15 108. The Defect manifests both inside and outside of the warranty period. As discussed  
16 herein, Defendant is unable to adequately fix the Defect during the warranty period and routinely  
17 refuses to repair the Defect free of charge outside of the warranty period.

18  
19 **C. MSI's Exclusive and Early Knowledge of the Defect**

20 209. Prior to releasing the Class Laptops for sale, MSI was in a superior position to know  
21 and did in fact know of the Defect, the resultant hinge failures, and the effects thereof on the quality,  
22 reliability, and functionality of the Laptops.

23 210. Plaintiff and those similarly situated did not, and could not, unravel MSI's pattern of  
24 deception and public silence.

25 211. MSI owed Plaintiff and all those similarly situated a duty to disclose the Defect  
26 because Defendant knew that the Laptops possessed defective hinges that were susceptible to failure  
27  
28

1 before they were released to the market. Defendant did not, however, disclose this information to  
2 consumers who were making their purchasing decisions. A reasonable consumer would assume that  
3 a laptop marketed as durable, portable, and reliable would be able to withstand ordinary use without  
4 hinge failure.

5  
6 *i. MSI's Knowledge of the Defect Prior to Release*

7 112. MSI knew or should have known about the Defect due to its extensive quality controls  
8 and pre-release testing process, as well as its experience with ongoing hinge issues in the Laptops.

9 113. MSI, like any product manufacturer, tests its products prior to release. Defendant  
10 represents that the Laptops are subject to “1900 strict tests . . . throughout the production process as  
11 a way to provide gamers the best gaming experience.”<sup>41</sup>

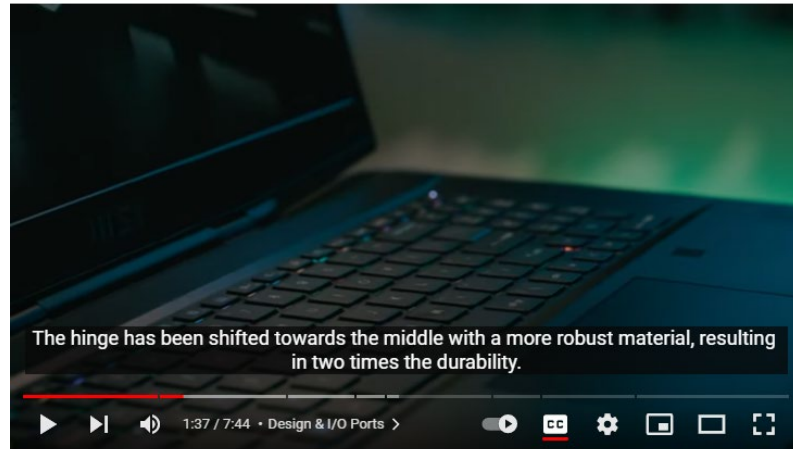
12 114. MSI conducted extensive testing on the Class Laptops and each of its components,  
13 including the hinges. MSI designed, engineered, and extensively tested each of its Class Laptops’  
14 parts purportedly to ensure the highest quality, safety, and reliability.

15 115. Defendant’s pre-release testing would have revealed the Defect. For example, tests to  
16 simulate consumer experience, including real-life user studies and reliability-growth tests, would  
17 have revealed the Defect. Because the Defect manifests during foreseeable normal consumer use,  
18 MSI’s purportedly rigorous testing would have revealed that the Class Laptops suffer from the Defect  
19 during normal and foreseeable use by consumers.

20 116. Additionally, MSI was aware of the Defect because its Laptops have been plagued by  
21 similar hinge issues since at least 2020. Although Defendant has refused to publicly acknowledge  
22 the Defect, they have implemented design changes attempting—and failing—to remedy the Defect.  
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27 <sup>41</sup> *Business & Productivity Laptops*, MSI.com, available at  
28 [https://download.msi.com/archive/mnu\\_exe/pdf/2020-Q2-Brochure.pdf](https://download.msi.com/archive/mnu_exe/pdf/2020-Q2-Brochure.pdf) (last accessed Jan. 31, 2024).

1 117. Promotional videos uploaded by Defendant to YouTube tout design changes to the  
2 hinges of several of the Laptops, including “reinforcing” the hinges and shifting the hinges to the  
3 middle of the Laptop, claiming that such changes make the Laptops more durable.<sup>42</sup> Screenshots  
4 from some of these videos are below:  
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Stealth GS Series - 12th Gen Laptop - Tutorial and Know-How Ep.3 | MSI



MSI Gaming  
320K subscribers

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<sup>42</sup> See MSI Gaming, *Highlights of MSIology: MSI Gameverse January 2022 (4K)* | MSI, YouTube.com (Jan. 6 2022), available at <https://www.youtube.com/watch?v=-QVjnAmhKIY>; MSI Gaming, *Stealth GS Series – 12<sup>th</sup> Gen Laptop – Tutorial and Know-How Ep.3* | MSI, YouTube.com (Mar 3, 2022), available at <https://www.youtube.com/watch?v=Jw8vuDYDOwQ>; See MSI Gaming, *GS66 Stealth Unboxing* | MSI, YouTube.com (Apr. 22, 2020), available at <https://www.youtube.com/watch?v=OS75BRO7Ur4>.

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GS66 Stealth Unboxing | MSI



MSI Gaming  
320K subscribers

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425



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ii. *MSI's Knowledge of the Defect After Release*



Highlights of MSIology: MSI Gameverse January 2022 (4K) | MSI



MSI Gaming  
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1           118. Defendant knew or should have known about the Defect due to post-release failure  
2 analyses, internet reviews, consumer complaints, warranty claim data, repair data, and replacement  
3 part sales data.

4           119. MSI, like other hardware companies, collects, reviews, and analyzes detailed  
5 information about repairs requested or made on laptops still under warranty at its retail locations,  
6 repair centers, and third-party service centers, including the type and frequency of such repairs.  
7 Complete data on such repairs is exclusively within MSI’s control and unavailable to Plaintiffs  
8 without discovery.  
9

10           120. Though MSI’s repair data is not publicly accessible, it is apparent from publicly  
11 available data that a significant percentage of Laptop owners have sought repairs for the Defect.  
12 After being denied by MSI or receiving high quotes for repairs from MSI, consumers have also  
13 sought out repairs from other servicers and considered alternative solutions, including do-it-yourself  
14 fixes.  
15

16           121. Defendant would have been made aware of the Defect due to the large number of  
17 repairs or repair requests made during the Laptops’ warranty period.

18           122. On information and belief, Defendant also monitors the internet for articles,  
19 comments, and posts made about the Defect. At a minimum, Defendant reviews on a weekly basis  
20 the comments posted to its own website (the MSI.com forum) for problems with MSI devices.  
21

22           123. Online reputation management (“ORM”) is now a standard business practice among  
23 most major companies, including MSI, and entails monitoring consumer forums, social media, and  
24 other sources on the internet where consumers can review or comment on consumer services.  
25 “Specifically, [ORM] involves the monitoring of the reputation of an individual or brand on the  
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1 internet, addressing content which is potentially damaging to it, and using customer feedback to try  
2 to solve problems before the damage to the individual's or brand's reputation."<sup>43</sup>

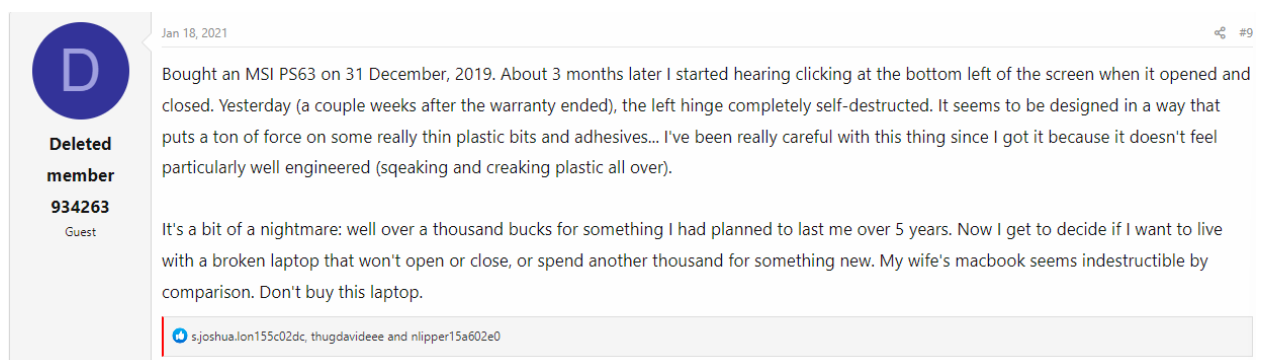
3 124. Thus, MSI reports on social media data reflecting negative consumer data, has a  
4 strong presence on various popular platforms, and carefully curates the reputation of its brand and  
5 products.  
6

7 125. From previous litigation, MSI is aware that consumers provide feedback about its  
8 products not only on MSI forums, but also on popular social media sites such as Twitter, YouTube,  
9 and Reddit. MSI thus accounts for consumer online behavior in its ORM strategy.

10 126. As discussed below, numerous online reviews and posts discussing the Defect made  
11 or should have made Defendant aware of the Defect.

12 127. First, MSI was or should have been aware of the Defect from the complaints posted  
13 to its own website. In the MSI.com forums there are several threads of comments from customers  
14 complaining about the impact of the Defect on their Class Laptops.  
15

16 128. One thread entitled "Are hinge issues still a thing?" stretches to four pages of  
17 comments posted over the course of three years.<sup>44</sup> Below are complaint examples:  
18




25 <sup>43</sup> *Online Reputation*, WebSolutions, available at <https://websolutions-maine.com/online-reputation/> (last accessed Mar. 17, 2026).  
26

27 <sup>44</sup> *Are hinge issues still a thing?*, MSI.com, available at <https://forum-en.msi.com/index.php?threads/are-hinge-issues-still-a-thing.343279/>.  
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Jun 20, 2021 #41




**sk84life**  
New member  
Joined: Jun 20, 2021  
Messages: 1

Just piling on so people know for sure that YES, MSI laptop hinges are still built like crap. Got my PS63 on January 2020. After six months one hinge broke, now at 18 months the second one broke. I've got it held together with a bunch of duct tape while I don't get a better fix, but it totally sucks.

This was my first and last MSI laptop.

For the record my previous laptop, a Sony Vaio, was 10 years old and still as solid as on day one, when I replaced it with the MSI. So, yeah, I treat my stuff VERY gently.

Feb 27, 2021 #20




**regedit9157a0**  
2e2  
New member  
Joined: Feb 27, 2021  
Messages: 1

Definitely, an issue, on my PS63 right hinge started to tear off the screen in less than a year, had to get the lid replaced on warranty. The next thing I know - in 3 months or so, the left hinge starts to crack of the screen. I get this is a very thin and lightweight laptop, but that's not expected behavior. The problem is that the aluminum plate on the back is so thin and wobbly, I'm not sure I can fix it with m3 screws through the lid

Last edited: Feb 27, 2021

Feb 27, 2021 #21




**fra189127802**  
ad  
New member  
Joined: Feb 27, 2021  
Messages: 1

It's ridiculos, mine broken today after only TEN month of use. We are not talking about some crappy walmart or counterfaiit chinese laptop, we paid a lot over average for this, and what we got back? MSI doesn't even recognise this as a design flaw. Luckily my hinge didn't damaged the screen or the lid, everything is intact, even the screen frame, but now i can't close the laptop, even lightly inclinate the screen or similar would make the screen frame to blend, and i don't know exactly how to fix the hinge. Someone was successful at fixing the hinge themself, maybe with some special glue or something?

Last edited: Feb 27, 2021

Mar 14, 2021 #25



**nlipper15a602**  
e0  
New member  
Joined: Mar 14, 2021  
Messages: 5

[rhettv153f02d8](#) said: ☹

Bought an MSI PS63 on 31 December, 2019. About 3 months later I started hearing clicking at the bottom left of the screen when it opened and closed. Yesterday (a couple weeks after the warranty ended), the left hinge completely self-destructed. It seems to be designed in a way that puts a ton of force on some really thin plastic bits and adhesives... I've been really careful with this thing since I got it because it doesn't feel particularly well engineered (squeaking and creaking plastic all over).

It's a bit of a nightmare: well over a thousand bucks for something I had planned to last me over 5 years. Now I get to decide if I want to live with a broken laptop that won't open or close, or spend another thousand for something new. My wife's macbook seems indestructible by comparison. Don't buy this laptop.

I have the same laptop and the SAME problem. LEFT HINGE binded. Can't close without destroying the bezel

[s.joshua.lon155c02dc](#)

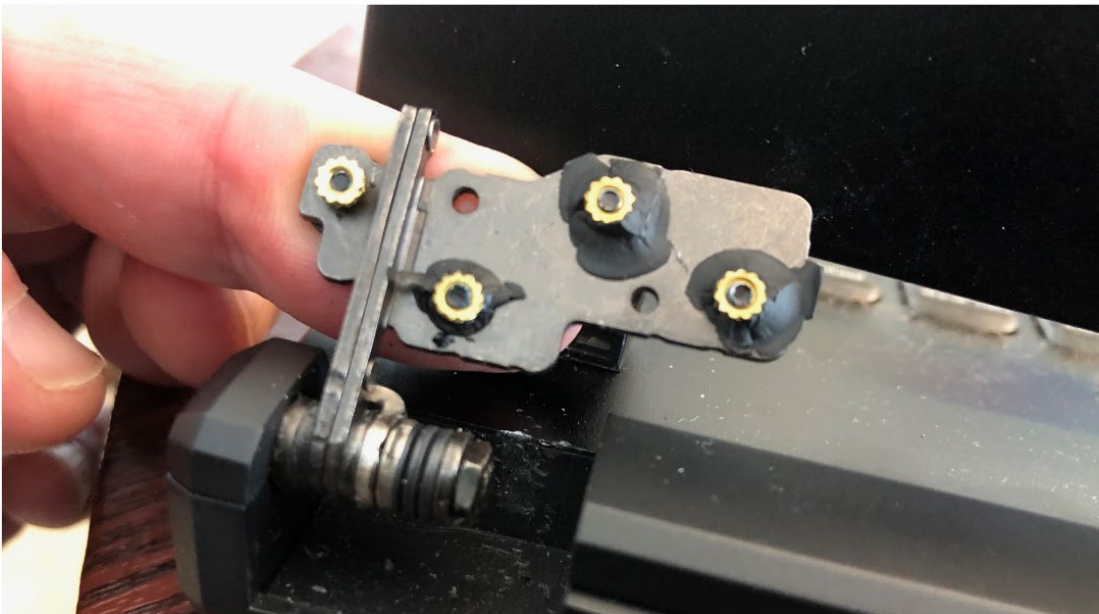
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Feb 1, 2021 #11

**B**


**botsk155c02e**  
0  
New member  
Joined: Feb 1, 2021  
Messages: 3

MSI GE75 RAIDER 9SE-1036US-BB7975H16G1T0DX10MA  
Purchased Nov 2019 \$1200!!  
Owner: 75 year old who treated the laptop with kid gloves  
Right hand hinge broke 14 months later - unbelievable. Plastic parts shattered into many small pieces. Shutting the laptop now causes the lid to separate from the bottom.  
Laptop expert examined it Sunday Jan 31 - the hinge is extremely tight. That caused the breakage. He tried to loosen the bolt that attaches the metal hinge to the laptop, but we did not have the proper tool to so it. Looks like it needs a Smurf wrench. He said it was definitely a manufacturing defect.  
Why, after 14 months, did the hinge get so tight? Is it designed to get tight over time? (/s)  
Got it at Costco - they add 12 months to MSI warranty. However, they contacted MSI, MSI said it was not a manufacturing defect, therefore Costco won't cover it. So much for that garbage.  
Any ideas on which non-MSI laptop she should get?




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Jul 30, 2020 #1

 **szaboboldzsar**  
035  
New member  
Joined: Jul 30, 2020  
Messages: 1


Are the broken hinges still a thing with the 2020 series? I'm currently looking at the GL65 Leopard and the GF65 Thin, do any of these laptops have known hinge issues?

Sep 1, 2020 #2

 **else63**  
New member  
Joined: May 13, 2019  
Messages: 2


GE75 RAIDER 8SF , LEFT HINGE broken .

Sep 1, 2020 #3

 **noritaka.sakai**  
New member  
PRIVATE E-2

2020 GS66 and there is a click sound everytime I lift up the screen

Feb 12, 2021 #12

 **jsmy9152502d**  
6  
New member  
Joined: Feb 12, 2021  
Messages: 1

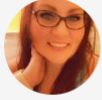
The exact same thing just happened to me yesterday.  
Did you manage to do something about it? I have looked for a hinge cover replacement on internet but I have to buy the whole metal cover to get it and I think that is ridiculous because it is intact!

**Model:** GE75 Raider 95F



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May 23, 2021 #33




**sollitar154602**  
e0  
New member  
Joined: May 23, 2021  
Messages: 2

Crazy, this just literally happened to me today (May 22, 2021). Right one just broke when I was close the laptop after being on it for a couple of hours. I've had this laptop 14-15 months. This is ridiculous that this keeps happening, but MSI won't fix the issue. My next laptop will not be MSI. I've submitted a ticket just to see what they say, but I'm definitely not hopeful after reading other's issues and MSI not wanting to fix it. Fingers crossed for a good outcome

Attachments


		
<a href="#">MSI1.jpg</a> 86.1 KB Views: 650	<a href="#">MSI2.jpg</a> 78.8 KB Views: 1,757	<a href="#">MSI3.jpg</a> 93.3 KB Views: 952

May 25, 2021 #36




**demikoavalian**  
156f02e4  
New member  
Joined: May 25, 2021  
Messages: 5

This sad, sad thing happened to me today. I bought the Stealth 15M not even 2 months ago and seeing this happening this fast?? It looks more like the top panel coming off. If I hold the top corner with a finger, then the screen is closing / opening perfectly without any issues, so i'm hoping this is not a hinge thing. Can anyone confirm, please? Not even 2 month passed, it's a totally new laptop!!!




May 25, 2021 #37



**lycc202129902**  
a9  
Member  
Joined: Mar 16, 2021  
Messages: 131


did u have issue closing the lid or it just happened now? pls share video of lids being open and close, this would be easier to see if it's from hinge itself or panel.


May 25, 2021 #38



**demikoavalian**  
156f02e4  
New member  
Joined: May 25, 2021  
Messages: 5

No, no issues with closing the lid whatsoever. I was using the laptop normally today and didn't even notice when or how it happened. I just noticed it when I had the laptop on my lap and moved a bit, and then it made small creaking sound.

 [20210525\\_164751\\_1](#)  
Watch "20210525\_164751\_1" on Streamable.  
[streamable.com](#)

 [20210525\\_164724\\_1](#)  
Watch "20210525\_164724\_1" on Streamable.  
[streamable.com](#)

Also, couple days before the panel coming off, the top right fan (same corner where panel is damaged) started to make sound. On cooler boost sound is heard loudly. On normal cooler mode (without boost) the sound is still heard if you bring your ear near. The sound is like something is stuck in the fan or something is holding the fan motor.

Last edited: May 25, 2021

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Jun 30, 2021 #43

**S**

**sachin.saraswa**  
**t174154602db**  
New member  
Joined: Jun 30, 2021  
Messages: 2

Hello All.  
Please help me with this hinge issue. ( MSI GE75 Raider 9SE )

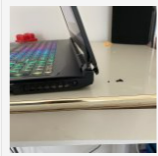
The plastic joint cracked open at the base of the hinge.

Should I go ahead and ask for the MSI to do repair ? how much it will cost?

Ears pulled. This is my last MSI laptop. I had dell , lenovo laptops for work , opened closed million times in 12 yrs , they never broke. HP gaming laptop x16t is still working fine after 13 yrs .

I purchased this thru COSTCO. They are super fraud with comes to provide warranty.

Attachments




[Laptop Hinge.jpg](#)  
1.3 MB Views: 1,661

Jan 11, 2022 #59

**I**

**irimescu.cosmi**  
**15a702e4**  
Cosmin  
Joined: Jan 11, 2022  
Messages: 1

Same problem with PRESTIGE 15 A10SC



Mar 1, 2023 #78

**R**

**richardgtem15**  
**c302e6**  
New member  
Joined: Mar 1, 2023  
Messages: 1

[switzze15d602ec said:](#) ☹

End 2020 GP75 ,left side broken, send it at MSI warranty , im waiting..... i wanted to take a laptop with a 3080 or 3070ti , it was almost 2 weeks ago, but now i'm not sur it will be a MSI.

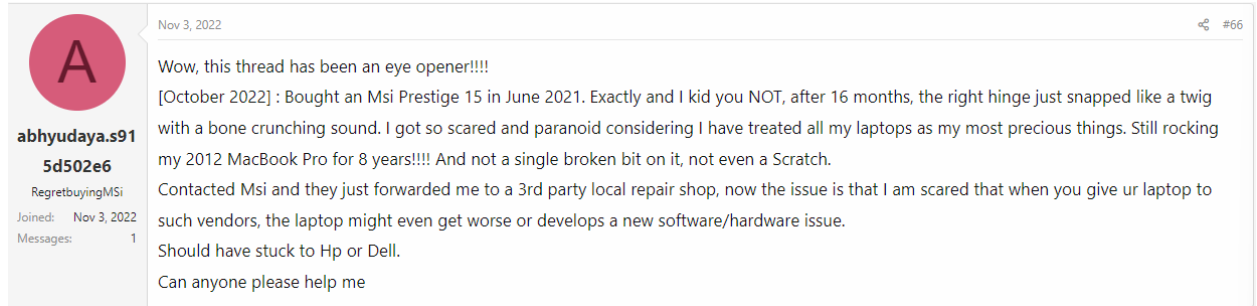
My MSI GE75 Raider 95E hinge broke 2 weeks ago (right side). This is the second time it has broken - planned obsolescence by MSI. Hinges are poorly designed. I guess I will scrap this computer and buy a more dependable brand. Too bad MSI ccan't resolve this problem because, otherwise, the computer is great.

Jan 29, 2023 #74

**T**

**tnk18041154f**  
**02d8**  
New member  
Joined: Jan 29, 2023  
Messages: 1

I bought a MSI GF66 in march 2022 and have always treated it with a lot of precaution and the left hinge just broke two days ago. Reading all your comments, I realize this is a common issues and it just amazes me that MSI isn't doing anything about that. I will contact their repair service and try to get it fixed. Just hoping they are not going to make me pay for their poor quality build.



129. Many similar threads containing consumer complaints about the Laptops exist on the MSI forum.<sup>45</sup>

130. Likewise, consumers have voiced identical complaints on various online forums, including Reddit.com.

131. For example, on March 11, 2022, a Laptop owner with the username “Nijaro” created a Reddit thread entitled “My hinge just exploded after one year of extremely careful use. What an I supposed to do now? Feels like MSI is a scam to let the hinge design ruin my entire laptop. :(((((((.”<sup>46</sup> Multiple commenters posted replies in the thread with their own accounts of how the Defect impacted their Laptops, including:

<sup>45</sup> See, e.g., *Hinge/Bracket broken*, MSI.com (Dec. 5, 2022), available at <https://forum-en.msi.com/index.php?threads/hinge-bracket-broken-gp76-10ug.381177/>; *Hinge Manufacturing Defects*, MSI.com (Mar. 18, 2023), available at <https://forum-en.msi.com/index.php?threads/hinge-manufacturing-defects.384315/>; *70 MSI Modern 14 Laptops...Broken hinge on more than half*, MSI.com (Apr. 13, 2022), available at <https://forum-en.msi.com/index.php?threads/70-msi-modern-14-laptops-broken-hinge-on-more-than-half.374442/#post-2153305>; *Another faulty hinge*, MSI.com (Jun 4, 2019), available at <https://forum-en.msi.com/index.php?threads/another-faulty-hinge.320016/>.

<sup>46</sup> *My hinge just exploded after one year of extremely careful use. What an I supposed to do now? Feels like MSI is a scam to let the hinge design ruin my entire laptop. :(((((((*, Reddit.com, available at [https://www.reddit.com/r/MSILaptops/comments/tbnctr/my\\_hinge\\_just\\_exploded\\_after\\_one\\_year\\_of/](https://www.reddit.com/r/MSILaptops/comments/tbnctr/my_hinge_just_exploded_after_one_year_of/) (last accessed Mar. 17, 2026).

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Interesting-Tough671 · 1 yr. ago

What model do you have? This is my fear also so I am keeping it docked lid open

↑ 3 ↓ Reply Share ...



Nijjaro OP · 1 yr. ago

Prestige 14 A10SC ... Lid was always worrying, but I was very very gentle, and surely didn't think it would explode and pop my entire case open with plastic bits inside now. Jesus Christ.

Unsatisfied customer. I feel scammed TBH. Now I am supposed to mail it off and pay a hoard?



I am never recommending MSI to anyone unless they miraculously fix this.

↑ 6 ↓ Reply Share ...



WiseTomCat · 1 yr. ago

using a 11th gen prestige 15 and i see it happening to mine as well in near future. Also overheats and had 10% less battery capacity when i received it. The battery wear has gone down to 23% in 4 months. used msi pc for 10+ years without any issue and this is my 1st and last msi laptop

Edit: The Display is not bright either to be that bad for 1500\$



proscriptus · 1 yr. ago

Custom

MSI is FAMOUS for shitty hinges. I've got a GE73 that sits on my desktop and gets closed like once a month, and it's hinges are going.

Then there's my kid's GF63, the trackpad died after 18 months.

Compare that to my six year old XPS15, which is still flawless.



InteractionFancy3747 🌍 · 2 mo. ago

GL75-9SEK | 32GB RAM | 1TB SSD + 1TB SDD | RTX2060 | i7-9750H | 120Hz

This hinge just went out on my GL75 here a few months ago. It locked up and went stupid hard and my 2 year old sold slammed the lid shut.



shecho18 🍌 +3 · 1 yr. ago  
MSI PS63 - alive and kicking

Sorry to say but welcome to the club. If you have additional warranty send it back to them through the place you got it from, otherwise I would recommend a good computer repair shop or getting it repaired yourself using 2 component (JB Weld) glue. Make sure that you clean the area properly, un-tighten the hinges just a little bit and use some machine oil for them and you will be good. However, hinge design MSI is using is horrible and is the 1st reason, among other things, I will never buy anything from them again. There are other, better, manufacturers out there.

↑ 6 ↓ 🗨 Reply Share ...



electronicsman2020 · 1 yr. ago

This this very same thing with my GS 73vr. Still going strong two years later and I used Crazy Glue. Also able to open the lid with one hand. It seems much more reliable than before. I take it with me everywhere I can and don't feel it can get stolen .



shecho18 🍌 +3 · 1 yr. ago  
MSI PS63 - alive and kicking

I was the same :) no shame in admitting. I had my glued hinge give up on me the other day, again. As of this moment both hinges have been glued at least 4 times. What I am looking at the most is my display, as I have replaced it the first time my hinge gave way thus cracking the original display. Replacement was around 100 eur and from that point I said to myself that I will repair it every time and not invest heavily in repairs. I will use it to the ground and then go with another manufacturer, but then again I am like that with other things I use :).

132. In another Reddit thread dated September 4, 2022, and entitled “Msi ge76 hinge issue,

How can I fix this?,”<sup>47</sup> the thread creator posted an image of their broken hinge:



bhavishah\_321 🍌 +3 · 1 yr. ago  
GF72VR / GE75 Raider


Typical MSI shit. Happened on my GF72VR, thought maybe I was just unlucky and purchased a GE75 Raider, happened on that too, decided to never buy MSI ever again, bought Asus ROG G17, happily rocking with it ever since.

<sup>47</sup> *Msi ge76 hinge issue, How can I fix this?*, Reddit.com, available at [https://www.reddit.com/r/MSILaptops/comments/xmlo6v/msi\\_ge76\\_hinge\\_issue\\_how\\_can\\_i\\_fix\\_t\\_his/?rdt=56576](https://www.reddit.com/r/MSILaptops/comments/xmlo6v/msi_ge76_hinge_issue_how_can_i_fix_t_his/?rdt=56576) (last accessed Mar. 17, 2026).





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133. In the same thread, other Laptop owners replied:





 **gimmeFreeItems** · 6 mo. ago


Hey, ge76 raider as well here. Hinge started doing clicking sound and looked just like yours. Week later it broke completely off, another week and second one snapped as well. Send it to MSI asap to save what's not broken yet

 6   Reply  Share ...

 **BackgroundSituation8** 🏆 +1 · 6 mo. ago

This. Same here. Not worth the risk with their record. How many times can u roll a dice and hit 6?

 5   Reply  Share ...

 **Adventurous9810** 🏆 · 6 mo. ago

GE66 | i7 11800H | RTX 3070 135w | 165Hz 1440p

After your laptop comes back from repair, you can loosen the hinges to prevent it from breaking again if you want. Here's a guide I created  
[\(https://www.reddit.com/r/MSILaptops/comments/t2ezja/msi\\_ge66\\_after\\_4\\_months\\_recommended\\_reading\\_if\\_you/\)](https://www.reddit.com/r/MSILaptops/comments/t2ezja/msi_ge66_after_4_months_recommended_reading_if_you/)

134. Many similar threads containing consumer complaints about the Defect exist on Reddit.<sup>48</sup>

<sup>48</sup> See, e.g., *Msi hinges*, Reddit.com (Jan. 31, 2022), available at <https://www.reddit.com/r/MSILaptops/comments/shbn7q/comment/hv1sj6v/>; *Hey guys, my MSI GS 63 8RE hinge broke. It's not under warranty and I want to know if there is any way to fix this*

1 135. YouTube.com features dozens of videos posted as early as 2017 by Laptop owners  
2 requesting or providing advice about how to repair broken hinges on the Laptops.

3 www.youtube.com › watch

MSI laptop hinge repair with J-B WELD again

4 www.youtube.com › watch

5 **msi gl63, repair, hinge**



6 29:37 Go to channel MSI GE63 gaming laptop - Not powering on, water damage repair Electronics Repair School•31K views

7 YouTube · Vinsor Official · Mar 18, 2021

8 www.tiktok.com › video

9 **Broken hinge repair on a MSI gaming laptop. #msi #repair ...**



10 Let's start by removing the sticker. to expose the charging port connector. Flux. Some yummy flux. Now let's tin the flex in solder. While I'm ...

11 TikTok · mtc.tech · May 23, 2023

12 www.instagram.com › reel

13 **LaptopDoctor | Fix MSI Gaming laptop hinge with broken ...**



14 Professionally repairing broken plastic hinge support. Replacing bronze inserts with longer ones and supporting with epoxy.

15 Instagram · Oct 11, 2022

16 www.youtube.com › watch

17 **MSI GE76 Raider Repair Guide: Fixing Damaged Hinges ...**



18 Join this channel to get access to perks:

19 <https://www.youtube.com/channel/UCi9k5jW0NCc2ysNCSdGbQQQ/join> You...

20 YouTube · SureCanDo Computer Services · Apr 26, 2024

21 www.youtube.com › watch

22 **Broken Hinge Laptop - How to Fix**



23 I walk you through how to fix a broken laptop hinge. This laptop hinge ... MSI laptop hinge repair with J-B WELD again. The GGPCTU™ Channel•29K ...

24 YouTube · R3DLIN3S · Feb 21, 2019

25  
26 \_\_\_\_\_  
27 *problem. Thanks, Reddit.com (Feb. 13, 2022), available at*  
28 [https://www.reddit.com/r/MSILaptops/comments/sruf7e/hey\\_guys\\_my\\_msi\\_gs\\_63\\_8re\\_hinge\\_broke\\_its\\_not/](https://www.reddit.com/r/MSILaptops/comments/sruf7e/hey_guys_my_msi_gs_63_8re_hinge_broke_its_not/); *Display broke off on of the hinges?*, Reddit.com (Jun. 22, 2022), available at [https://www.reddit.com/r/MSILaptops/comments/vii2yr/display\\_broke\\_off\\_on\\_of\\_the\\_hinges/](https://www.reddit.com/r/MSILaptops/comments/vii2yr/display_broke_off_on_of_the_hinges/).

1           136. Despite Defendant’s awareness of the Defect and the wealth of information provided  
2 by disgruntled customers, MSI has failed to reveal, repair, prevent, or adequately respond to the  
3 Defect.

4           137. Defendant knew that functionality, mobility, maneuverability and portability were,  
5 and continue to be, material factors for consumers purchasing a Laptop.

6           138. MSI concealed from and/or failed to disclose to the public at large—including to  
7 Plaintiff and the Class—the defective nature of the Laptops and failed to remove the Laptops from  
8 the marketplace or take adequate action to remedy the Defect. Rather, MSI sold and serviced the  
9 Laptops even though it knew, or was reckless in not knowing, that the Defect impacted the  
10 portability, mobility, and functionality of the Laptops and would ultimately result in Plaintiff’s and  
11 Class members’ inability to use their Laptops for their intended purpose.  
12

13           139. Moreover, Defendant’s omissions are accompanied by affirmative misrepresentations  
14 as to the Laptops’ durability and portability, detailed above.  
15

16 **D. Defendant’s Limited Warranty Fails to Remedy the Defect**

17           140. MSI sold the Class Laptops with a standard one-year written express warranty, which  
18 covers defects in materials and workmanship.

19           141. Defendant’s Limited Warranty warrants a Laptop against damage, including  
20 accidental damage, for 12 months after the “manufacture date or purchase date after registering  
21 online.”<sup>49</sup> Excluded from the warranty is damage caused by, among other things, “[p]roduct damage  
22 caused by catastrophes, thunder stroke, faulty electric power and environmental factors . . .  
23 Unauthorized changes of non MSI parts, modifications or alterations[,] parts removal in or to the  
24 products, [and] [d]amage caused by operator error or operator fails to comply user manual  
25  
26

27 \_\_\_\_\_  
28 <sup>49</sup> *Warranty Information*, MSI.com, available at <https://us.msi.com/page/warranty> (last accessed Mar. 17, 2026).

1 instruction, such as[,] but not limited to improper storage resulting in product get wet, corrosion, fell  
2 off, squeezed or exposed to inadequate temperature/humid environment.”<sup>50</sup>

3 142. The Limited Warranty also provides Accidental Damage Coverage (“ADC”) “which  
4 covers limited accidental damage one (1) year from the date of purchase.”<sup>51</sup>

5 143. The Limited Warranty expressly warranted the Class Laptops in writing and promised  
6 that “MSI will either repair the original parts with new or reconditioned parts, or replace the notebook  
7 with one which is defined by MSI technician as a fully functional equivalent model.”

8 144. MSI provides the Limited Warranty to buyers after the purchase of a Laptop is  
9 completed.

10 145. Plaintiff was the beneficiary of the Limited Warranty.

11 146. None of the types of damage excluded from the Limited Warranty encompass damage  
12 caused by the Defect.

13 147. Nevertheless, MSI has refused to recognize the Defect as a defect covered by the  
14 Limited Warranty and regularly forces Laptop purchasers to pay for repair of damage caused by the  
15 Defect.

16 **E. Defendant’s Inadequate Warranty Performance.**

17 148. MSI imposes unreasonable and expensive requirements on its customers who attempt  
18 to invoke the Limited Warranty for repair of their Laptops.

19 149. MSI regularly attempts to divert consumers away from using the Limited Warranty  
20 repair procedures, including by instructing them to contact the retailer where they purchased the  
21 Laptop instead of contacting MSI for repairs and by simply failing to respond to requests for repair  
22

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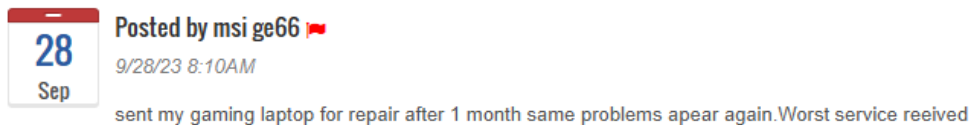
<sup>50</sup> *Id.*

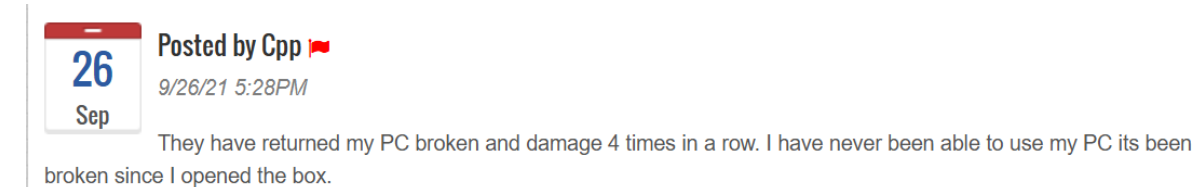
28 <sup>51</sup> *Id.*

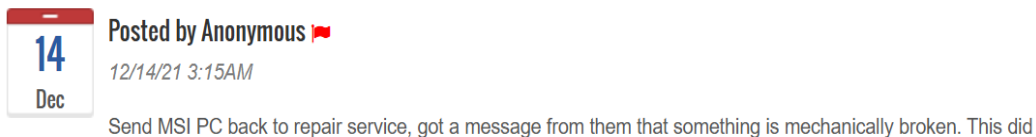
1 submitted under the Warranty. Even when Defendants do make repairs to the Laptop, the repairs do  
2 not remedy the Defect or cause additional damage to the Laptop.

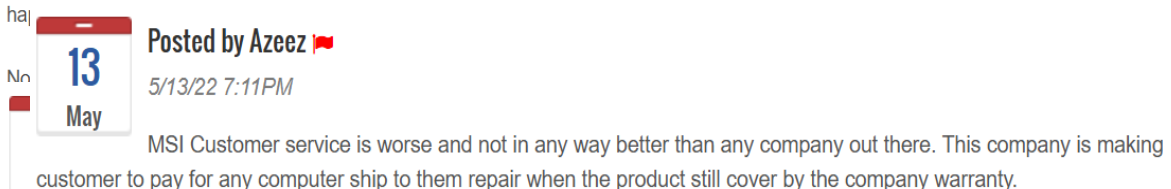
3 150. MSI requires at least 14-days' service time to complete repairs, in addition to the time  
4 required for shipping. Laptop purchasers report MSI taking more than six weeks for repairs. The  
5 length of time MSI requires to complete repairs and return the Laptops renders the Warranty  
6 protections useless for Laptop purchasers who cannot be without their Laptops for these periods.  
7

8 151. MSI received a score of 31.30 out of a possible 200 on the Customer Service  
9 Scoreboard.<sup>52</sup> Two hundred out of 213 consumer comments on the CSS were negative. MSI received  
10 a score of 1.9 out of 10 in the sub-category of "Issue Resolution."<sup>53</sup> Consumers' negative comments  
11 regularly refer to the inadequacy of Defendant's Warranty performance:  
12

13  Posted by msi ge66  
28 Sep 9/28/23 8:10AM  
sent my gaming laptop for repair after 1 month same problems appear again. Worst service received

14  
15  Posted by Cpp  
26 Sep 9/26/21 5:28PM  
They have returned my PC broken and damage 4 times in a row. I have never been able to use my PC its been broken since I opened the box.

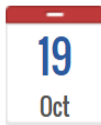
16  
17  
18  Posted by Anonymous  
14 Dec 12/14/21 3:15AM  
Send MSI PC back to repair service, got a message from them that something is mechanically broken. This did

19  
20  
21  Posted by Azeez  
13 May 5/13/22 7:11PM  
MSI Customer service is worse and not in any way better than any company out there. This company is making customer to pay for any computer ship to them repair when the product still cover by the company warranty.

22  
23  
24 2 weeks ago I was told that they will send it out and have it delivered within 1-1.5 weeks. The person on the phone is unprofessional and rude, and it takes time to get through to their support sometimes. I tried to call this previous Friday morning after 9am, they were meant to be open at 9am, their call center wasn't open until 9.40.... Very unprofessional! I am never gonna buy a product from them again!

25  
26  
27 <sup>52</sup> MSI Customer Service, CustomerServiceScoreboard.com, available at <https://www.customerservicescoreboard.com/MSI> (last accessed Mar. 17, 2026).

28 <sup>53</sup> *Id.*



Posted by JohnL

10/19/22 4:56PM

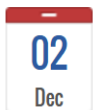
Not one of the better companies to deal with product issues even under warranty. I had a corruption in a 3-month-old Modern 14 notebook operating system. The restore image did not work and MSI gave me a choice of paying to ship it to them to repair or purchase a restore image on a USB drive for \$35. Still trying to get my \$35 back because the image on that drive didn't even support my model. Besides the Windows 10 version was at least a year out of support. Working with Better Business on trying to recoup my money. Not a good way to run customer support but I guess until people stop buying from them. It's business as usual for MSI. I know I won't buy another product from them.



Posted by Chris

1/24/17 12:42PM

Disgustingly poor customer service from MSI with my graphics card. Bought a GTX 970 couple months back, had a defective HDMI port. After a strenuous time trying to figure out how to RMA the card, it took them well over a month to fully repair and return the graphics card. When I got it back, it started to artifact with any slightly intensive programs, and now even just logging in causes it to artifact. Never purchasing from MSI again; this is ridiculous.



Posted by Anonymous

12/2/21 9:19PM

I purchased MSI Z490 GODLIKE motherboard in USA for about \$775 to build a system. It would not work. Since it is under warranty, I sent them for replacement. MSI returned the same motherboard back to me without doing anything but wrote 'repaired' in the note. It would not work. I sent it back. MSI sent me a refurbished motherboard. This too would not work. I just requested for a full refund and waiting for their reply.



Posted by RLahuerta

1/22/17 4:40PM

I will never buy again any product from MSI. I bought a GS70 that came with a defective RAM memory and I spent US\$ 500,00 to send the product back to MSI for repair and took almost 1 month to repair it.

They don't respect the customer at all!

152. MSI discloses none of the deficiencies in its warranty repair program, which are material to reasonable consumers. Most consumers who purchase Laptops that come with a warranty for repair services do not expect that the repairs will be inadequate, that their requests for repairs will be ignored, that they will be charged to send their Laptops for repair, or that using the repair service will require them to go without their Laptops for weeks on end. Accordingly, the market price of the Laptops at the point of sale is higher than it would be if these deficiencies were disclosed by MSI, and all consumers were overcharged by paying the retail price of the Laptops.

1 FRAUDULENT CONCEALMENT ALLEGATIONS

2 153. Absent discovery, Plaintiff is unaware of, and unable through reasonable  
3 investigation to obtain, the true names and identities of those individuals at MSI responsible for  
4 disseminating false and misleading marketing materials regarding the Laptops. MSI necessarily is in  
5 possession of all of this information. Plaintiff's claims arise out of MSI's fraudulent concealment of  
6 the Defect and the failures and malfunctions it causes, and Defendant's representations about the  
7 premium quality, reliability, and durability of the Laptops themselves. To the extent that Plaintiff's  
8 claims arise from MSI's fraudulent concealment, there is no one document or communication, and  
9 no one interaction, upon which Plaintiff bases their claims.

10 154. Plaintiff alleges that at all relevant times, including specifically at the times they  
11 purchased their Laptops, MSI knew, or was reckless in not knowing, of the Defect; MSI was under  
12 a duty to disclose the Defect based upon its exclusive knowledge of it, and its concealment of it; and  
13 MSI never disclosed the Defect to Plaintiff or the public at any time or place or in any manner.

14 155. Plaintiff makes the following specific fraud allegations with as much specificity as  
15 possible absent access to the information necessarily available only to MSI:

16 156. **Who:** MSI actively concealed the Defect from Plaintiff and Class members while  
17 simultaneously touting the quality and durability of the Laptops, as alleged herein. Plaintiff is  
18 unaware of, and therefore unable to identify, the true names and identities of those specific  
19 individuals at MSI responsible for such decisions.

20 157. **What:** MSI knew, or was negligent or reckless in not knowing, that the Laptops  
21 contain the Defect, as alleged herein. MSI concealed the Defect and made representations about the  
22 premium quality, reliability, and durability, and other attributes of the Laptops, as specified above.

23 158. **When:** MSI concealed material information regarding the Defect at all relevant times  
24 and made representations about the superior quality and durability, of the Laptops, starting no later  
25 than 2020, or at the subsequent introduction of certain models of Laptops to the market, continuing  
26 through the time of sale, and on an ongoing basis, and continuing to this day, as alleged above. MSI  
27 still has not disclosed the truth about the Defect in the Laptops to anyone outside of MSI. MSI has  
28 never taken any action to inform consumers at large about the true nature of the Defect in the Laptops.

1 And when consumers brought their Laptops to MSI complaining of the Defect, MSI denied any  
2 knowledge of or responsibility for the Defect, and in many instances (as detailed above), actually  
3 blamed the customer for causing the Defect.

4 159. **Where:** MSI concealed material information regarding the true nature of the Defect  
5 in every communication it had with Plaintiff and Class members and made representations about the  
6 premium quality, reliability, and durability of the Laptops. Plaintiff is aware of no document,  
7 communication, or other place or thing, in which MSI disclosed the truth about the Defect in the  
8 Laptops to anyone outside of MSI. Such information is not adequately disclosed in any sales  
9 documents, displays, advertisements, warranties, owner's manuals, or on MSI's website.

10 160. **How:** MSI concealed the Defect from Plaintiff and Class members and made  
11 representations about the premium quality, reliability, and durability of the Laptops. MSI actively  
12 concealed the truth about the existence and nature of the Defect from Plaintiff and Class members at  
13 all times, even though it knew about the Defect and knew that information about the Defect would  
14 be important to a reasonable consumer. MSI promised in its marketing materials that Laptops have  
15 qualities that they do not have.

16 161. **Why:** MSI actively concealed material information about the Defect in the Laptops  
17 for the purpose of inducing Plaintiff and Class members to purchase and/or lease Laptops, rather  
18 than purchasing or leasing competitors' laptops, and made representations about the premium  
19 quality, reliability, and durability of the Laptops. Had MSI disclosed the truth, for example in its  
20 advertisements or other materials or communications, Plaintiff and Class members (all reasonable  
21 consumers) would have been aware of it and would not have bought or leased the Laptops or would  
22 have paid less for them.

### 23 **TOLLING OF STATUTE OF LIMITATIONS**

24 162. Any applicable statute(s) of limitations have been tolled by MSI's knowing and active  
25 concealment and denial of the facts alleged herein. Plaintiff and the members of the Class could not  
26 have reasonably discovered the true, latent nature of the Defect until shortly before this class action  
27 litigation was commenced.

28



1 ascertained through discovery, which includes Defendant's records. Plaintiff estimates the number  
2 of Class members to be in at least the tens of thousands. The disposition of their claims through a  
3 class action will benefit both the parties and this Court.

4  
5 168. The proposed class is ascertainable because it is defined by reference to objective  
6 criteria. In addition, the names and addresses of all members of the proposed class can be identified  
7 in business records maintained by Defendant.

8 169. **Commonality**: There are questions of law and fact common to the Class that will  
9 materially advance the litigation, and these common questions predominate over any questions  
10 affecting only individual Class members. Among the questions common to the Class are:

11 a. Whether the Laptops suffer from a defect that causes the hinges to fail;

12 b. The origins and implementation of, and the justifications for, if any, MSI's policies  
13 and technology relating to the Defect and its manifestation in the Laptops;

14 c. When MSI became aware of the Defect in the Laptops and how it responded to that  
15 knowledge;

16 d. Whether MSI actively concealed and/or failed to notify consumers of the Defect in  
17 the Laptops;

18 e. Whether Defendant knew of the Defect but failed to disclose the problem and its  
19 consequences to their customers;

20 f. Whether a reasonable consumer would consider the Defect and its consequences to  
21 be material;

22 g. Whether Defendant's conduct violates state consumer protection laws as asserted  
23 herein;

24 h. Whether Defendant's sale of Laptops containing the Defect is an unfair, false,  
25 misleading, or deceptive act in the conduct of any trade or commerce;

1 i. Whether Defendant breached the implied warranty of merchantability by selling the  
2 Laptops containing the Defect;

3 j. Whether Plaintiff and the other Class members overpaid for their Laptops as a result  
4 of the Defect herein;

5 k. Whether Defendant's warranty service program is deceptive or unlawful, unfair, or  
6 fraudulent, within the meaning of the Florida Unfair and Deceptive Trade Practices Act, Fla. Stat. §  
7 501.203(7) *et seq.*;

8 l. Whether Plaintiff and Class members would have purchased their Laptops, and  
9 whether they would have paid a lower price for them, had they known that they contained the Defect  
10 at the time of purchase;

11 m. Whether Plaintiff and the Class are entitled to compensatory damages, including,  
12 among other things: (i) compensation for all out-of-pocket monies expended by members of the Class  
13 for replacement or repair of the Laptops; (ii) the failure of consideration in connection with and/or  
14 difference in value arising out of the variance between the Laptops as merchantable in the absence  
15 of the Defect, and as actually manufactured and sold possessing the Defect; and (iii) whether Plaintiff  
16 and the Class are entitled to all costs associated with repair and replacement of their Laptops; and

17 n. Whether Plaintiff and the other Class members are entitled to equitable relief,  
18 including, but not limited to, restitution or injunctive relief.

19  
20  
21  
22 170. **Typicality**: Plaintiff's claims are typical of the claims of the members of the Class, as  
23 all such claims arise out of Defendant's conduct in manufacturing, marketing, advertising,  
24 warranting, selling, and/or designing the Laptops. All of Plaintiff's claims are typical of the claims  
25 of the Class because Plaintiff and all Class members were injured in the same manner by Defendant's  
26 uniform course of conduct described herein. Plaintiff and all Class members have the same claims  
27 against Defendant relating to the conduct alleged herein, and the same events giving rise to Plaintiff's  
28

1 claims for relief are identical to those giving rise to the claims of all Class members. Plaintiff and all  
2 Class members sustained monetary and economic injuries including, but not limited to, ascertainable  
3 losses arising out of Defendant's wrongful conduct as described herein. Plaintiff is advancing the  
4 same claims and legal theories on behalf of themselves and all absent Class members.  
5

6 171. **Adequate Representation**: Plaintiff will fairly and adequately protect the interests of  
7 the members of the Class and has no interests antagonistic to those of the Class. Plaintiff has retained  
8 counsel experienced in the prosecution of complex class actions including, but not limited to,  
9 consumer class actions involving, *inter alia*, breach of warranties, product liability, product defects,  
10 and state consumer fraud statutes.

11 172. **Predominance**: This class action is appropriate for certification because questions of  
12 law and fact common to the members of the Class predominate over questions affecting only  
13 individual members.  
14

15 173. **Superiority**: A class action is superior to other available methods for the fair and  
16 efficient adjudication of this controversy, as individual joinder of all members of the Class is  
17 impracticable. Given the amount at issue for each Class member, individual suits would not be  
18 economically viable; however, should individual Class members bring separate actions, this Court  
19 would be confronted with a multiplicity of lawsuits burdening the judicial system while also creating  
20 the risk of inconsistent rulings and contradictory judgments. In contrast to proceeding on a case-by-  
21 case basis, in which inconsistent results will magnify the delay and expense to all parties and the  
22 court system, this class action presents far fewer management difficulties while providing unitary  
23 adjudication, economies of scale and comprehensive supervision by a single court.  
24

25 174. **Manageability**: Plaintiff is unaware of any difficulties that are likely to be  
26 encountered in the management of this action that would preclude its maintenance as a class  
27 action.  
28

**COUNT I**  
**VIOLATION OF THE FLORIDA UNFAIR & DECEPTIVE TRADE PRACTICES ACT,**  
**(FLA. STAT. § 501.201, et seq.)**  
**(On Behalf of the Florida Class)**

175. Plaintiff repeats and re-alleges each and every allegation contained in the preceding paragraphs of this Complaint as if fully set forth herein.

176. Plaintiff Benson brings this claim individually and on behalf of the proposed Florida Class.

177. Plaintiff and Florida Class members are “consumers” within the meaning of the Florida Unfair and Deceptive Trade Practices Act (“FDUPTA”), Fla. Stat. § 501.203(7).

178. Defendant engaged in “trade or commerce” within the meaning of Florida statutes § 501.203(8).

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

180. In the course of Defendant’s business, it failed to disclose and actively concealed the Defect in the Laptops with the intent that consumers rely on that concealment in deciding whether to purchase the Laptops.

181. Defendant knew, should have known, or was reckless in not knowing that the Defect in the Laptops rendered them unsuitable for their intended uses.

182. Despite Defendant’s knowledge of the Defect, Defendant intentionally concealed the Defect while advertising the Laptops as superior and high quality in their material and/or workmanship. In doing so, Defendant engaged in deceptive acts or practices in violation of the FDUTPA.

183. In addition to intentionally concealing the Defect, Defendant made affirmative misrepresentations as to the Laptops’ quality. Specifically, Defendant represented that the Laptops

1 were reliable, portable, and durable, leading consumers to reasonably believe that the Laptops were  
2 capable of performing basic computing functions, but because of the Defect, the Laptops cannot be  
3 so used. Additionally, Defendant represented that the Laptops are of premium quality, functionality,  
4 and reliability, when their hinges are prone to completely detaching from the device due to the  
5 stresses of ordinary use.

6  
7 184. In addition, MSI engaged in a consistent practice of refusing to repair or replace  
8 defective Laptops returned pursuant to its Warranty, requiring injured consumers to pay the shipping  
9 cost of returning their Laptops for Warranty repairs, and delaying unreasonably the return of Laptops  
10 submitted for repair. At the same time, Defendant concealed and omitted this material information  
11 about Defendant's Limited Warranty program, from Defendant's written Warranty, and from all  
12 advertising and pre-sale disclosure material. Accordingly, the market price of the Laptops reflects  
13 false information about the efficacy or desirability of Defendant's warranty services. Had Plaintiff and  
14 other consumers been aware of the undisclosed inefficacy, cost, and delay of Defendant's warranty  
15 repair program, the point-of-sale price of the Laptops would have been lower.

16  
17 185. Defendant's deceptive acts or practices were materially misleading. Defendant's  
18 conduct was likely to and did deceive reasonable consumers, including Plaintiff and Class members,  
19 about the true performance and value of the Laptops.

20  
21 186. Plaintiff and Class members were unaware of, and lacked a reasonable means of  
22 discovering, the material facts that Defendant suppressed.

23 187. Defendant's actions set forth above occurred in the conduct of trade or commerce.

24 188. Defendant's misleading conduct concerns widely purchased consumer products and  
25 affects the public interest. Defendant's conduct includes unfair and misleading acts or practices that  
26 have the capacity to deceive consumers and are harmful to the public at large.

1 189. Plaintiff and the Florida Class seek an award of compensatory damages, punitive  
2 damages, reasonable attorneys' fees pursuant to Florida Statute section 501.201 et seq., costs, interest  
3 and any other just and proper relief available under the FDUTPA.  
4

5 **COUNT II**  
6 **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
7 **(On Behalf of the Florida Class)**

8 190. Plaintiff and the Class incorporate by reference the allegations contained in the  
9 preceding paragraphs as if fully set forth herein.

10 191. When Defendant sold or leased its Laptops, Defendant extended an implied warranty  
11 to Plaintiff and Class members that the Laptops were merchantable.

12 192. Plaintiff and Class members who purchased the Laptop directly from Defendant are  
13 entitled to the benefit of their bargain: a defect-free premium laptop.

14 193. Defendant breached this implied warranty in that its Laptops were not and are not of  
15 merchantable quality. Specifically, the Laptops are not fit for the ordinary purposes for which laptops  
16 are used and do not conform to the promise or affirmations of fact made on their boxes.

17 194. Defendant was provided notice of these issues by numerous informal and formal  
18 complaints filed against it, including the instant Complaint and the various complaints detailed  
19 herein, and by numerous communications sent by Plaintiff and Class members.

20 195. Had Plaintiff and Class members known of the Defect at the time of sale or lease,  
21 Plaintiff and Class members would not have bought or leased the Laptops, or would have done so at  
22 a lower price.

23 196. As a direct and proximate result of Defendant's breach of the implied warranty of  
24 merchantability, Plaintiff and Class members have been damaged in an amount to be proven at trial.  
25

26 **COUNT III**  
27 **DECEIT AND FRAUDULENT CONCEALMENT**  
28 **(On Behalf of the Florida Class)**

1            197. Plaintiff incorporates by reference each allegation set forth in the preceding  
2 paragraphs as if fully set forth herein.

3            198. Plaintiff asserts this claim on behalf of the Florida Class.

4            199. Defendant concealed and suppressed material facts concerning the quality of the  
5 Laptops and the hinges therein.  
6

7            200. Defendant concealed and suppressed material facts concerning the Defect. Upon  
8 information and belief, the Defect is latent and lies in the internal mechanisms of the Laptops.  
9 Defendant knew that Plaintiff and Class members would not be able to inspect or otherwise detect  
10 the Defect prior to purchasing the Laptops. Defendant furthered and relied upon this lack of  
11 disclosure to promote further sales, all the while concealing the true nature of cause and Defect from  
12 Plaintiff and Class members.  
13

14            201. Defendant concealed and suppressed material facts showing that the Laptops are  
15 defective and instead denied that the Defect exists.

16            202. Defendant did so in order to boost confidence in its Laptops and falsely assure  
17 purchasers that the Laptops were reliable, functional, capable of premium performance, and suitable  
18 for professional use, and concealed the information in order to prevent harm to Defendant and its  
19 products' reputations in the marketplace and to prevent consumers from learning of the defective  
20 nature of the Laptops prior to their purchase or lease. These false representations and omissions were  
21 material to consumers, both because they concerned the quality of the Laptops and because the  
22 representations and omissions played a significant role in their decisions to purchase or lease the  
23 Laptops.  
24

25            203. Defendant had a duty to disclose the Defect in the Laptops because: it was known  
26 and/or accessible only to Defendant; Defendant had superior knowledge and access to the facts; and  
27  
28

1 Defendant knew the facts were not known to or reasonably discoverable by Plaintiff and Class  
2 members.

3 204. Defendant also had a duty to disclose because it made many general affirmative  
4 representations about the quality, warranty, and lack of defects in the Laptops as set forth above,  
5 which were misleading, deceptive, and/or incomplete without the disclosure of the additional facts  
6 set forth above regarding their actual quality, functionality, and reliability. Even when faced with  
7 complaints regarding the Defect, Defendant misled and concealed the true cause of the complained  
8 of symptoms. As a result, Class members were misled as to the true condition of the Laptops once at  
9 the time of purchase and again when the Defendant complained of the Defect to Defendant. The  
10 omitted and concealed facts were material because they directly impact the value, appeal, and  
11 usability of the Laptops purchased by Plaintiff and Class members. Whether a manufacturer's  
12 products are as stated by the manufacturer, backed by the manufacturer, and usable for the purpose  
13 for which they were purchased are material concerns to a consumer.  
14

15  
16 205. Defendant actively concealed and/or suppressed these material facts, in whole or in  
17 part, to protect its reputation, sustain its marketing strategy, and avoid recalls that would affect the  
18 brand's image and cost money, and it did so at the expense of Plaintiff and Class members.

19 206. On information and belief, Defendant has still not made full and adequate disclosure  
20 and continues to mislead Plaintiff and Class members and conceal material information regarding  
21 defects that exist in the Laptops.  
22

23 207. Plaintiff and Class members were unaware of these omitted material facts and would  
24 not have acted as they did if they had known of the concealed or suppressed facts, in that they would  
25 not have purchased laptops designed and manufactured by Defendant or chosen different models not  
26 known to possess the Defect. Plaintiff's and Class members' actions were justified. Defendant was  
27  
28

1 in exclusive control of the material facts and such facts were not known to the public, Plaintiff, or  
2 Class members.

3 208. Because of the concealment and/or suppression of the facts, Plaintiff and Class  
4 members sustained damages because they paid value for the Laptops unaware of the Defect that  
5 Defendant failed to disclose, and they paid for warranty extensions, temporary repairs, and parts to  
6 attempt to remedy the Defect. Had they been aware of the concealed Defect that existed in the  
7 Laptops, Plaintiff and Class members would have paid less for their Laptops or would not have  
8 purchased them at all.

9  
10 209. Accordingly, Defendant is liable to Plaintiff and Class members for damages in an  
11 amount to be proven at trial.

12 210. Defendant's acts were done maliciously, oppressively, deliberately, with intent to  
13 defraud, and in reckless disregard of Plaintiff's and Class members' rights and well-being to enrich  
14 Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient  
15 to deter such conduct in the future, which amount is to be determined according to proof.

16  
17 **COUNT IV**  
18 **UNJUST ENRICHMENT/RESTITUTION**  
19 **(On Behalf of the Florida Class)**

20 211. Plaintiff incorporates by reference each allegation set forth in the preceding  
21 paragraphs as if fully set forth herein.

22 212. Defendant has been unjustly enriched as a result of the conduct described in this  
23 Complaint, including by Plaintiff and Class members purchasing Laptops from Defendant and  
24 purchasing replacement parts and services from Defendant that Plaintiff and Class members would  
25 not have purchased but for Defendant's misconduct alleged above with respect to the Defect.

26 213. Plaintiff and Class members unknowingly conferred a benefit on Defendant of which  
27 Defendant had knowledge since MSI was aware of the defective nature of the Laptops and the  
28

1 resultant performance problems, yet failed to disclose this knowledge, and misled Plaintiff and Class  
2 members regarding the nature and quality of the Class Laptops while profiting from this deception.

3 214. Retention of these benefits by MSI would be unjust, inequitable, and against good  
4 conscience because Defendant received these benefits by engaging in a false, deceptive, and  
5 misleading scheme to market the Laptops as premium, portable, fully functional machines, and by  
6 engaging in the unlawful, unjust, and wrongful acts and practices described in this Complaint.  
7

8 215. The circumstances are such that it would be inequitable, unconscionable, and against  
9 good conscience to permit MSI to retain the benefit of profits that it unfairly obtained from Plaintiff  
10 and Class members.

11 216. These profits include the premium price Plaintiff and the Class paid for the Laptops  
12 and the cost of the parts, services, and extended warranties bought from Defendant to temporarily  
13 alleviate the Defect.  
14

15 217. The benefits, in whole or in part, that Defendant received were not legitimately earned  
16 and came at the expense of Plaintiff and Class members.

17 218. Defendant knows that the above-described conduct is unjust, inequitable, and  
18 wrongful, but systematically engages in this scheme anyway in order to gain unfair advantages and  
19 reap unearned financial benefits.  
20

21 219. Defendant is guilty of malice, oppression, and/or fraud through its willful and  
22 conscious disregard for the rights of Plaintiff and other Class members.

23 220. Plaintiff and the Class members are entitled to restitution and disgorgement of all  
24 amounts unjustly retained by Defendant, as well as other appropriate relief.  
25

26 **JURY DEMAND**

27 Plaintiff hereby demands a trial by jury on all issues so triable.  
28

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays for a judgment against Defendant as follows:

- A. For an order certifying the proposed class and appointing Plaintiff and their counsel to represent the class;
- B. For an order awarding Plaintiff and Class members actual, statutory, punitive, and/or any other form of damages provided by and pursuant to the statutes cited above;
- C. For an order awarding Plaintiff and Class members restitution, disgorgement, and/or other equitable relief provided by and pursuant to the statutes cited above or as the Court deems proper;
- D. For an order awarding Plaintiff and the Class members pre-judgment and post-judgment interest;
- E. For an order awarding Plaintiff and Class members treble damages, other enhanced damages and attorneys' fees as provided for under the statutes cited above and related statutes;
- F. For an order awarding Plaintiff and the Class members reasonable attorneys' fees and costs of suit, including expert witness fees;
- G. For an order awarding such other and further relief as this Court may deem just and proper.

Dated: March 18, 2026

Respectfully submitted,

**KJC LAW GROUP, A.P.C.**

/s/ Kevin J. Cole

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