

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No.:

DANIELLE GREENBERG, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

JURY TRIAL DEMANDED

HP INC.

Defendant.

_____ /

CLASS ACTION COMPLAINT

Plaintiff Danielle Greenberg, individually and on behalf of all others similarly situated, by her attorneys, files this Class Action Complaint (“Complaint”) against Defendant HP Inc. (“HP”). The following allegations are based on personal knowledge as to Plaintiff’s own conduct and on the investigation conducted by her counsel.

INTRODUCTION AND SUMMARY OF ACTION

1. Plaintiff brings this consumer class action alleging that HP misled consumers about the quality and functionality of the Envy Laptops (“Envy”), Envy 360 Laptops (“Envy 360”), Pavilion Laptops (“Pavilion”), Pavilion 360 Laptops (“Pavilion 360”) and the HP 14, HP 15, and HP 17 Laptops (“HP Laptop”). Together, these computers, sold in or after 2017, make up the “Class Laptops”.

2. HP designed, manufactured, marketed, sold, and distributed the Class Laptops to tens of thousands of consumers in Florida and throughout the United States.

3. The Class Laptops all possess a material defect that prevents them from being used as portrayed in HP's advertising materials, and HP concealed, failed to disclose, or otherwise engaged in deceptive marketing with respect to this defect. As a result, many consumers purchased computers that became practically unusable after just months of use.

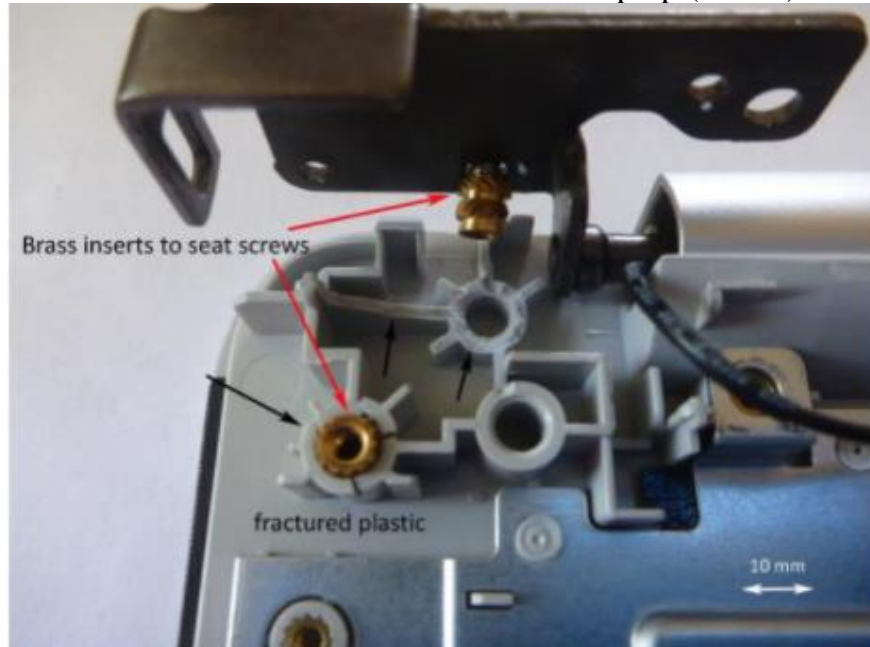
4. Unbeknownst to consumers, the Class Laptops are designed and manufactured with a common inherent defect that, over time, compromises the laptops' hinges, thus impairing the computer's portability and functionality. The Class Laptops' display hinges are defective in that they break off from the poorly secured mounting points at the base of the device (the "Defect").

5. One of the essential attributes of a laptop or portable computer is the ability to open and close the case like a clam shell for ease of transport. This ability is contingent on the hinge being anchored to the two halves of the laptop. A laptop's universal design consists of a thin upper case, containing the monitor, and a thicker, more robust bottom case that contains the keyboard, hard drive, CPU, and other critical components. The hinge provides a connection between the two halves and allows the monitor to be opened and closed as needed.

6. Upon information and belief, the Defect is the result of ordinary stress on a vital component that is common in the Class Laptops. Because the hinges are anchored to the laptops with poorly designed parts constructed from weak plastic, the ordinary opening or closing of the laptop fractures the plastic anchors, causing them to fail, and destabilizes the hinges. This destabilizing of the hinges causes the case to become

compromised resulting in further damage to the lower case and inoperability of the hinge as designed. The Defect is captured in the below photograph of a Class Laptop hinge mechanism.

Fractured Plastic Anchors in Class Laptop (HP 17)



Fractured Plastic Anchors in 17" HP Envy¹



¹ 17" HP Envy Coming apart at the left near screen hinge - Page 3 - HP Support Community – 4651990<https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/17-quot-HP-Envy-Coming-apart-at-the-left-near-screen-hinge/td-p/4651990/page/3>

Defect in an HP Envy 360²



7. Despite their knowledge of the Defect, Defendant markets its Envy 360 and Pavilion 360 computers as “convertible” and designed to offer a range of angles and movements to users:

“Create on-the-go with a convertible laptop designed to move with you. The power of a 360 degree hinge combined with the simultaneous use of touch and pen make for vibrant, accurate creations...The 360 degree hinge adapts so you can capture every intricate sketch with precision.”³ (Envy x360)

“The HP Pavilion x360...convertible adapts to you so that you are productive at any angle...with four modes to choose from, you’ll find just the right angle for

² HP Envy x360 Broken Hinge - HP Support Community – 6793400, <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/HP-Envy-x360-Broken-Hinge/td-p/6793400>

³ See HP Envy x360 Product Listing, https://www.hp.com/us-en/shop/pdp/hp-envy-x360-laptop-15t-ed100-174r7av-1?cq_src=google_ads&cq_cmp=12690817676&cq_con=123460399194&cq_term=&cq_med=&cq_plac=&cq_net=g&cq_pos=&cq_plt=gp&DSA&jumpid=ps_con_nb_ns&utm_medium=ps&utm_source=ga&utm_campaign=HP-Store_US_BRA_PS_CPS_OPEX_Google_All_SEM_All_Notebooks-DSA&utm_term=&matchtype=b&adid=512564949515&addisttype=g&glid=Cj0KCQjwqKuKBhCxARIsACf4XuEpqark2dOenF2HqBQPwnykTceQK1TgHgPcz62FECDLt7bBJRgkvDsaAibJEALw_wcB&gclsrc=aw.ds

anything with the extremely flexible HP Pavilion x360.”⁴

8. Defendant marketed its HP Laptops as “reliable” and “designed for long-lasting performance”, with “compact, portable design”⁵.

9. Defendant further provides assurances to customers as to the HP Laptops’ durability and HP’s pre-sale diligence by stating that “extensive quality testing ensures that you can keep going...and going.”⁶

10. Indeed, Defendant claims that each model has been subject to 115,000 hours of testing,⁷ which included opening and closing the laptops tens of thousands of times.⁸

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

12. Plaintiff and Class members saw or heard these representations from Defendant about the Class Laptops prior to purchasing their Envy, Envy x360, Pavilion x360, Pavilion, or HP Laptops.

13. Plaintiff purchased an HP Laptop manufactured by Defendant on October 27, 2020, for \$599.99. Within months of her purchase, Plaintiff noticed a problem that she came to learn has plagued other purchasers of the Class Laptops. Namely, during

⁴ See HP Pavilion x360 Convertible Product Listing, https://www.hp.com/us-en/shop/pdp/hp-pavilion-x360-convertible-15t-er000-touch-24d80av-1?jumpid=ma_weekly-deals_product-tile_laptops_3_24d80av-1_hp-pavilion-x360-con

⁵ See Work, Watch and Play All Day, June 4, 2018, <https://www.youtube.com/watch?v=KdB4v9ssdIY>

⁶ [HP Laptop - 17-ca2097nr \(2Y438UA#ABA\)](#)

⁷ [HP Total Test Process Testing - HP Inc Video Gallery - Products \(brightcovegallery.com\)](#)

⁸ [HP Total Test Process Testing - HP Inc Video Gallery - Products \(brightcovegallery.com\)](#); [Inside HP Labs of Destruction! \(archive.org\)](#)

ordinary use of the machine, the hinges separate from the device, snap, or otherwise fail. This ultimately prevents the laptop from closing or opening. The destabilized hinges also render the devices too fragile for transport. Moreover, the damage to the hinge results in the screen, and its contents, sitting in a tilted position.

14. Plaintiff researched the HP Laptop online before she bought it, including reviewing HP's representations about the device on HP's website and third-party reviews. Plaintiff purchased the HP Laptop because she was induced to believe its features would fit her needs.

15. Contrary to HP's representations, HP fails to disclose that the Class Laptops are designed and manufactured with a common inherent defect that, over time, compromises the laptop's hinges, impairing the computer's portability and functionality.

16. According to Plaintiff and other owners of the Class Laptops who have experienced the Defect, the common hinge problem is not a result of dropping or otherwise handling the laptop roughly. Rather, owners report that the Defect becomes suddenly apparent by way of a popping or crunching noise when opening or closing the laptop in the course of normal and intended use.

17. As a result, the user's ability to (1) open the laptop to utilize the device, (2) close or transport the laptop, or (3) transition the configuration of the laptop, is dramatically reduced or lost altogether. Thus, the Defect renders the computer partially or wholly unusable.

18. Consequently, the Class Laptops are not fit for their intended purpose as functioning, compact, portable, or flexible computers and cannot satisfy the representations HP made in its marketing materials and warranties.

19. There are thousands of customer posts on Defendant's own online forum complaining of the hinge issue described above in the Class Laptops. These posts date back to at least 2014.

20. The complaints describe the Defect, the accompanying crunching sounds when the devices are opened, and even report plastic debris from the weak hinge anchors being expelled from the Class Laptops.

21. HP has responded to the Defect in several ways, all of which are inadequate. In communications with some owners of the Class Laptops, HP has stated that a hardware assembly issue was causing the hinge cracking and panel separation problems.⁹ Despite acknowledging the Defect in this fashion, Defendant has been unable or unwilling to address the true scope and pervasive nature of the Defect in the Class Laptops.

22. HP's laptop computers are covered by a limited warranty (the "Limited Warranty"), which warrants that HP products are free of defects in material and workmanship and that HP will repair the product, or if it is unable to repair the product, replace or refund the purchase.

⁹ <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/HP-Laptop-Hinge-completely-broken-and-laptop-will-not-close/m-p/8101580> (posted on 07/02/2021 at 6:50 AM)

23. The Defect manifests both inside and outside of the warranty period.

Defendant has been unable to fix the Defect during the warranty period and routinely refuses to repair the Defect free of charge outside the warranty period.

24. Many consumers complaining to HP about the Defect were told that the issue was caused by user error and HP refused to provide complementary repair. Many other purchasers of the Class Options have sent their computers in for repair, only to find that the same issues crop up after the purported repairs, and/or in the next iteration of HP laptop owners purchased.

25. Despite being aware of the cause of the Defect, HP and its representatives have often engaged in, or directed frustrated customers to engage in, ineffective repair methods.¹⁰ Many customers who attempted to exercise their rights under the warranty were told the hinge problems were the result of a hardware problem and were instructed to order and install replacement hinges from the HP Part store, which did not fix the Defect. And when HP accepted a Class Laptop for repair under warranty, it often replaced the hinges with the same part. None of these purported repairs remedied the hinge issues, because none addressed the Defect.

26. Defendant marketed, promoted, and sold the Class Laptops as flexible, compact, and portable laptops featuring sleek design and mobility to support on-the-go, dynamic, and prolonged use.

¹⁰ See, e.g., Response <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/HP-Laptop-Hinge-completely-broken-and-laptop-will-not-close/m-p/8101580> (posted on 7/2/2021 at 7:32 AM).

27. Defendant knew that a material factor for consumers who purchased a Class Laptop was that the device was capable of handling frequent use and transportation and, in the case of the Envy 360 and Pavilion 360, possessed hinges capable of movement into various positions and angles.

28. The Defect, however, makes it difficult or impossible to open and close the Class Laptop, transport the laptop, or move the laptop smoothly into any of its advertised dynamic positions.

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

30. Defendant's knowledge of the Defect is evident from the voluminous complaints lodged on Defendant's own online forum as well as Defendant's engagement with Class Laptop owners complaining of the Defect on the forum.

31. As a result of HP's unlawful, unfair, fraudulent, misleading, and deceptive practices, Plaintiff and other consumers have purchased HP's products under the mistaken belief that the Class Laptops possessed high quality, functional hinges that were capable of normal use without damaging the machine.

32. Had Plaintiff and the Class known the facts regarding the Defect in the Class Laptops, those facts would have been material to their and any reasonable consumer's decisions to purchase the Class Laptops at the price they paid for them.

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

34. As a consequence of HP's false and misleading statements, its active concealment of the Defect, and its failure to repair or otherwise address the Defect, Plaintiff and the Class have suffered injury in fact and actual damages in that the Class Laptops they purchased are unreliable and/or unusable for their intended purposes. As a direct and proximate result of the Defect, Plaintiff and the Class have also suffered or will suffer damages in the form of, *inter alia*: out-of-pocket expenditures for the replacement and attempted repairs of the Class Laptops; diminished value of the Class Laptops; time wasted attempting to repair the Defect; and the failure to receive the benefit of the bargain in their purchases of the Class Laptops.

35. Accordingly, Plaintiff seeks redress for Defendant's breaches of warranties and violations of the Magnusson-Moss Warranty Act, Florida's Deceptive and Unfair Trade Practices Act, Florida Statute § 817.41 prohibiting misleading advertising, and the common law of the state.

36. In furtherance of the public interest, and in order to remedy HP's wrongful conduct, Plaintiff brings this action as a class action, and asserts claims on behalf of herself and a class of similarly situated persons seeking money damages, equitable relief, and injunctive relief for Defendant's conduct described herein.

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

PARTIES

38. Plaintiff Danielle Greenberg is an individual citizen of the United States residing in Palm Beach County, Florida and is otherwise *sui juris*.

39. Defendant HP Inc. is a Delaware corporation with its headquarters located at 1501 Page Mill Road, Palo Alto, California, 94304. Upon information and belief, HP Inc. is a global Fortune 500 company and one of the world's largest manufacturers and sellers of computers. Defendant HP Inc. utilizes the website www.hp.com/us-en/home.html and its related webpages, as well as resellers, to market and sell personal computers and related products directly to consumers throughout the United States, including to consumers in Florida. HP Inc. is registered to do business in Florida and other states across the country.

JURISDICTION AND VENUE

40. This Court has personal jurisdiction over HP because: a substantial portion of the wrongdoing alleged in this Amended Complaint took place in this state; HP is authorized to do business here and systematically and continuously conducts business here; HP has sufficient minimum contacts with this state; and HP otherwise intentionally avails itself of the markets in this state through the promotion, marketing, and sale of its products in this state. These facts render the exercise of jurisdiction by this Court permissible under traditional notions of fair play and substantial justice.

41. This Court has subject matter jurisdiction over all of Plaintiff's claims under 28 U.S.C. § 1332(d). This is a class action, the matter in controversy exceeds the sum of \$5,000,000.00, exclusive of interest and costs, and Plaintiff and the Class members are citizens of states different from Defendant.

42. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of the events and omissions giving rise to the claim occurred in this District.

STATEMENT OF FACTS

43. HP Inc. designs, develops, manufacturers, and sells personal computers, tablet computers, monitors, printers, workstations, and accessories.

44. HP Inc. operates in more than seventy countries and sells its products globally. HP's headquarters is in Palo Alto, California.

45. As of January 2021, HP Inc. was the world's second largest personal computer vendor by unit sales.

A. The Class Laptops

46. The laptop models which comprise the Class Laptops are aggressive a diverse line of HP's laptop computer products. However, all the Class Laptops share and suffer from the same inherent design defect (defined above) as described in detail below.

47. HP launched the Envy family of computers in 2009.¹¹ In 2014, HP unveiled its 360-degree Convertible PC—so named for its ability to assume multiple form factors due to a hinged screen. Since that time, HP has released at least 37 new laptop computers under the Envy and 360-degree Convertible brand names. The latest (2021) basic Envy models are priced at \$1,499.99 and \$1,099.99, for the 15" and 17" models, respectively. The latest (2021) convertible Envy models are only offered as 15" models and start at \$699.99.

48. The latest (2021) basic model of the 15" HP Pavilion is priced at \$619.99. The latest (2021) convertible model of the 15" HP Pavilion starts at \$699.99. The latest (2021) basic 15" and 17" HP Laptops are priced at \$329.99, and \$429.99 respectively.

49. Defendant represented, and continues to represent, to consumers that it had years of experience in the manufacture of computers and was in effect an expert in the manufacture, design, and use of computers.

50. Defendant's Limited Warranty "guarantees that it will repair, replace, or refund, at HP's option, an HP Hardware Product that manifests a defect in materials or workmanship during the Limited Warranty Period".¹² If "in the unlikely event that...HP

¹¹ See Timeline of our history, <https://www.hp.com/us-en/hp-information/about-hp/history/hp-timeline/timeline.html>

¹² HP Worldwide Limited Warranty and Technical Support, https://www.hp.com/us-en/privacy/limited_warranty.html#2

determines it is unable to repair or replace the HP Hardware Product, HP, at its option, may elect to provide you with (a) a replacement unit selected by HP that is the same or functionally equivalent to your HP Hardware Produce in performance or (b) to give you a refund or credit of your purchase price or lease payments (less interest) instead of a replacement. To the extent permitted by local law, this is your exclusive remedy for defective products.”¹³

51. Defendant designed, manufactured, warranted, advertised, and sold Class Laptops to tens of thousands of consumers throughout the United States and, upon information and belief, disseminated marketing materials from its headquarters in California.

B. The Defect

52. Contrary to HP’s representations, the Class Laptops are designed and manufactured with an inherent defect that compromises the computers’ ability to open or close, be transported, or configured into any of its advertised dynamic positions. Moreover, the damage to the hinge results in the screen, and its contents, sitting in a tilted position. Upon information and belief, the Defect is the result of ordinary stress on a vital component that is common in the Class Laptops.

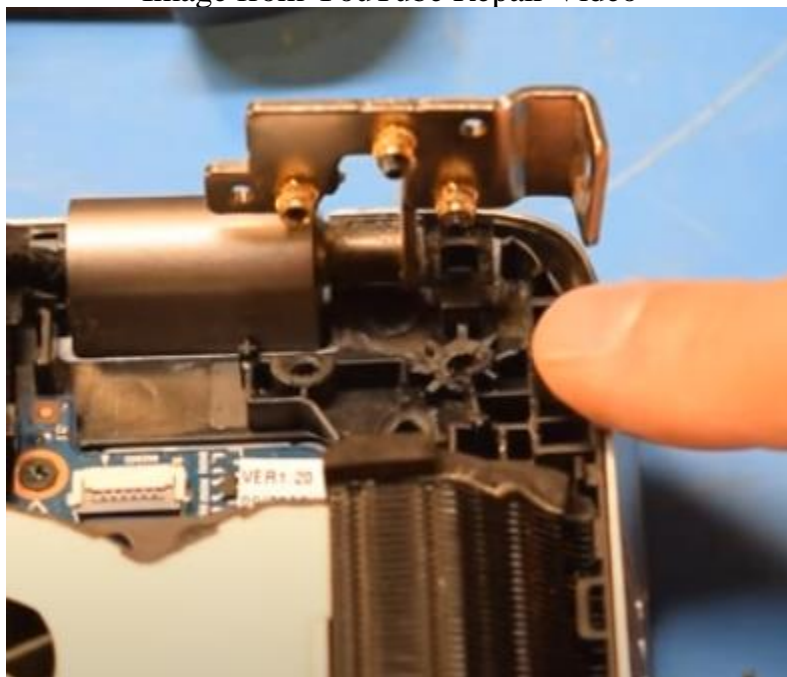
53. While the hinges are connected to the Class Laptops using brass screws, the screws are held in place by fragile plastic. The fracture toughness of the plastic is too low for this application and reflects the overall lack of quality in the laptop’s frame.

¹³ *Id.*

54. Because the hinges are anchored to the Class Laptops with poorly designed parts constructed from weak plastic, the ordinary opening or closing of the laptop results in friction between the brass and weak plastic. This, in turn, wears and cracks the plastic anchors — thus destabilizing the hinges. During ordinary use of the machine, the Defect causes part or all of the hinge anchors to crack, snap, separate, break or otherwise fail.

55. Once the brass become unsecured from the plastic rings, they will not re-seat. Therefore, in the absence of an adequate fix, the Defect will only worsen as time progresses.

Image from YouTube Repair Video¹⁴



56. Once the Defect manifests, use of the computer is, at best, difficult, and often impossible because the user cannot transport, open or close, or adjust their laptop. Since the Defect impairs the user's ability to view the visual interface to the machine and

¹⁴ Laptop Hinge Repair - HP Envy - YouTube; available at <https://www.youtube.com/watch?v=cyaZ-7rUFmQ>. Last visited on November 2, 2021.

impairs or prevents the portability of the laptop, it renders the device partially or wholly unusable.

57. According to Plaintiff and other owners of Class Laptops who have experienced the Defect, the hinge problems are triggered and exacerbated when the laptop monitor is opened, closed, or adjusted — such as when the user folds the monitor down towards the keyboard or, in the case of the 360-degree Convertible models, the monitor is folded into tent or tablet mode.

58. The Defect is often initially identified by crunching sounds when the devices are opened as well as plastic debris falling from the Class Laptops. Soon thereafter, the hinge becomes increasingly inoperable.

59. Consequently, the Class Laptops are not fit for their intended purpose and cannot perform in accordance with HP's marketing materials and warranties.

60. The Defect has impacted many other purchasers of the Envy, Envy 360, Pavilion, Pavilion 360, and HP Laptops. For example, on April 18th, 2020, a forum member created a thread entitled "Broken hinge attachment" and wrote:

I bought the 17-BY1008CA less than a year ago...The way the laptop has been designed the entire weight of the monitor is resting on two hinges that are attached to cheap plastic. It is basically designed so that if the laptop is open the weight slowly pulls the screws out of where they are attached and pushes up through the housing causing everything to break...My laptop sits on my desk or on my lap in my home. It is lifted by the bottom using two hands...I have to use clamps to hold it together as it has already snapped the housing. I spent \$700 on this laptop it should not break by itself.¹⁵

¹⁵ HP Forum, <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Broken-hinge-attachment/m-p/7560795>. Last visited on November 2, 2021.

61. In the same thread, another customer replies: “My issue is similar...Two days ago (8 months after receiving my laptop back from repairs) the hinge broke a second time. The first hinge incident occurred just over a year after purchase. I have never dropped it or handled it roughly. I used it to read an article for school the other evening, then closed it. The next morning it cracked as I attempted to open it”.¹⁶

62. In another thread on the HP Forum created on February 15, 2021, entitled “Broken hinge,” a customer wrote:

I purchased a \$1100 envy360 in 2018. The laptop is not two years old so it’s a year out of warranty. I was using it last night and the left side hinge broke from the inside out. I called hp and they said because it’s out of warranty I would have to pay \$500 to have it fixed which would take over a month. I am a college student I don’t have \$500 or a month to get my laptop fixed...I have...NEVER dropped it. I’m so disappointed that HP won’t stand behind their products and do the right thing and fix it for free. The laptop should last longer than two years before it starts to fall apart.¹⁷

63. In the same thread, another customer responded, that they were “having the same problem.”¹⁸

64. In another thread posted on January 21, 2021 titled “Broken left hinge and corner”, a customer wrote about their Pavilion HP Notebook:

“I have an HP laptop that is cracked on the upper left corner. The hinge has also broken and I have to leave the lid open. I have not dropped the laptop and it seems that other people have posted this same issue.”¹⁹

65. Another customer responded to this post, writing

¹⁶ *Id.*

¹⁷ HP Forum, <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Broken-hinge/m-p/7977304>.

¹⁸ *Id.*

¹⁹ HP Forum, <https://h30434.www3.hp.com/t5/Notebook-Video-Display-and-Touch/Broken-left-hinge-and-corner/m-p/7945435>.

“I have the exact same issue but the response HP gives is that it is out of warranty and they will repair for \$300!! That is unacceptable!! This is clearly a design/manufacturing flaw HP is aware of and won’t stand by their product? This is a terrible way to handle your business and customers.”²⁰

66. On the HP Forum there are thousands of distinct complaints detailing the issues caused by the Defect. Below are a few such examples of such threads pertaining to the Class Laptops, each one created by a different consumer and containing a multitude of testimonials regarding the issues created by the Defect:

72. 17-Bs019cy (2PB35UA) Broken hinge (created November 29, 2020).²¹

73. HP 17” Laptop – By0053cl HP Laptop Hinge completely broken and laptop will not close – Unacceptable! (created July 1, 2021).²²

74. HP 17-By1003na Full-HD Laptop Product 7GR46EA#ABU HINGE ON RIGHT SIDE OF LAPTOP BROKEN (created September 30, 2020).²³

75. HP Laptop 17-By001st Horrible HP Experience – HP wants me to pay \$190 to fix their faulty product (created August 22, 2020).²⁴

76. Pavilion Laptop 15 Broken hinge (created August 3, 2020).²⁵

²⁰ *Id.*

²¹ See <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Broken-hinge/m-p/7874642>

²² See <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/HP-Laptop-Hinge-completely-broken-and-laptop-will-not-close/m-p/8101580>


²³ See <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/HINGE-ON-RIGHT-SIDE-OF-LAPTOP-BROKEN/m-p/7799660>

²⁴ See <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Horrible-HP-Experience-HP-wants-me-to-pay-190-to-fix-their/m-p/7743128>


²⁵ See <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Broken-hinge/m-p/7670952>

77. HP 15-D035dx Notebook PC HP Notebook broken hinge – is it fixable?

(created March 1, 2019).²⁶ The user provided the below images of the Defect.



Cassb
Level 1
10 0 3
Message 1 of 13
37,881
Flag Post

Solved! HP Notebook broken hinge - is it fixable? 

Posted on 03-01-2019 07:02 AM - last edited on 03-01-2019 08:17 AM by
Mod Danny-R

Product: HP 15-D035dx Notebook PC
Operating System: Microsoft Windows 8.1 (64-Bit)

[personal information removed] Product number: G1V01UA I attached a couple pictures of a broken hinge on my laptop. It looks pretty bad -- is there any way to replace or repair this? I'd like to continue using the laptop if possible. Thanks!



²⁶ See <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/HP-Notebook-broken-hinge-is-it-fixable/m-p/7036976>



78. HP Notebook – 17-By1062st Broken hinge on my laptop (created March 12, 2021).²⁷

79. HP Gaming Pavilion – 15-Cx0140tx HP Gaming Pavilion – 15-cx0140tx = Hinges broken with Pieces coming out broken! (created June 30, 2021).²⁸

80. Pavilion 15-Cs0053cl Left hinge broken (created July 9, 2020).²⁹

81. HP ENVY X360 Left Hinge on HP ENVY x360 Broken (created July 12, 2021).³⁰

82. HP Notebook Broken left rear hinge (created June 4, 2021).³¹

83. Notebook 15-Bs121nr broken hinge (created December 18, 2019).³²

²⁷ See <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Broken-hinge-on-my-laptop/m-p/8006416>

²⁸ See <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/HP-Gaming-Pavilion-15-cx0140tx-Hinges-broken-with-Pieces/m-p/8100345>

²⁹ See <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Left-hinge-broken/m-p/7680094>

³⁰ See <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Left-Hinge-on-HP-ENVY-x360-Broken/m-p/8110870>

³¹ See <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Broken-left-rear-hinge/m-p/8080837>

³² See <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/broken-hinge-l/m-p/7345099>

84. HP Notebook – 15-Bs113dx Broken hinges (created January 15, 2021).³³

85. HP Laptop 17z Broken hinges (created December 6, 2020).³⁴

86. Pavilion 15-Cs3019nl HP Pavilion – 15-cs3019nl – Screen Hinges Broken – Display Bezel Broken (created January 27, 2021).³⁵

87. Pavilion Gaming Laptop 15-Cx0xxx HP Pavilion Gaming Laptop 15 hinge broken just a year and a half after purchase (created April 25, 2020).³⁶

88. HP Notebook – 17-Bs001no Hp left hinge broken (created April 10, 2019).³⁷

89. Pavilion Gaming Laptop 15-Cx0020nr Broken hinge mount on Pavilion gaming laptop (created May 20, 2020).³⁸

90. Hp-Bs023ca Hinge broken (created April 14, 2021).³⁹

91. Broken left hinge on my HP 17-bs0xx (created July 7, 2021).⁴⁰

92. HP Envy x360 Screen Popped Out/Broken Hinge (created April 4, 2020).⁴¹

The post provided the below images of the Defect.

³³ See <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Broken-hinges/m-p/7937049>

³⁴ See <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Broken-hinges/m-p/7883787>

³⁵ See <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/HP-Pavilion-15-cs3019nl-Screen-Hinges-Broken-Display-Bezel/m-p/7952645>

³⁶ See <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/HP-Pavilion-Gaming-Laptop-15-hinge-broken-just-a-year-and-a/m-p/7574227>


³⁷ See <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/HP-left-hinge-broken/m-p/7085264>

³⁸ See <https://h30434.www3.hp.com/t5/Notebook-Video-Display-and-Touch/Broken-hinge-mount-on-Pavilion-gaming-laptop/m-p/7615274>

³⁹ See <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Hinge-broken/m-p/8037757>

⁴⁰ See <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/broken-left-hinge-on-my-HP-17-bs0xx/m-p/8106517>

⁴¹ HP Envy x360 Screen Popped Out/Broken Hinge - HP Support Community - 7536339



Alasia-M

New member

2


0

0

Message 1 of 6

1,168

Flag Post


HP Envy x360 Screen Popped Out/Broken Hinge 

Posted on 04-04-2020 08:32 PM


Product: HP Envy X360 Convertible PC

Operating System: Microsoft Windows 10 (64-Bit)

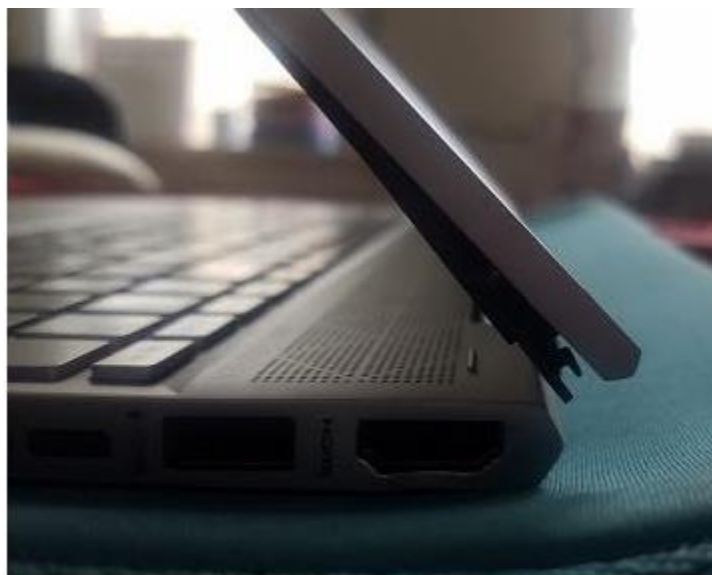
I have had this computer for a while -- a year I believe. No drops. Always used and transported with care. Used it today in tablet mode (something I rarely ever do), and the right side of the screen (where the time and date are) popped out of the screen. I see that this is a very common issue and want to know the next steps I should take. I'm afraid to close my



computer out of fear of making it worse.

A close-up photograph of the hinge mechanism of an HP Envy x360 laptop. The laptop is open, and the screen is tilted upwards. The hinge is a light-colored metal. The screen is a dark color. The background is a red fabric. The image shows the hinge and the screen, with the screen appearing to be slightly detached or popping out of the hinge area.

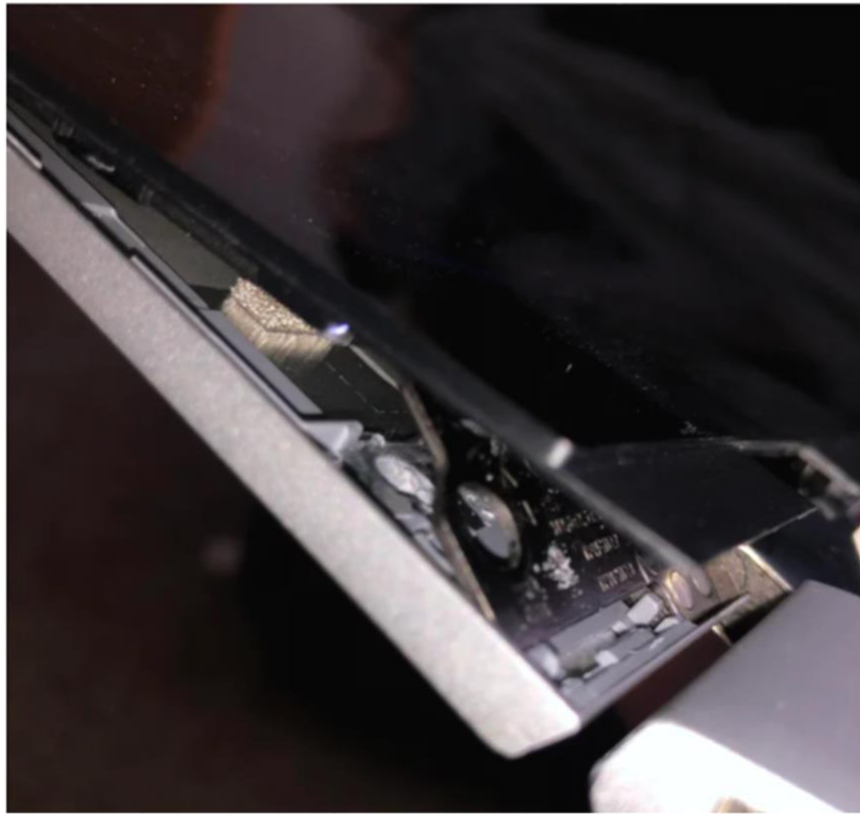
22



67. Purchasers of the Class Laptops have also posted similar accounts on many other internet forums.⁴² For example, the below reddit post concerning an Envy 360 illustrates the damage caused by the Defect.⁴³

HP Envy x360 Hinge Issue. Closed my laptop the other day and a screw popped out and now the hinge is broken. I can see that the other 3 screws are in place on the bracket, but have also become unglued from the case. How should I fix this? Was quoted \$200 from HP.

//Question



⁴² See, e.g., r/AMDLaptops, *HP Envy x360 Laptop right hinges so fragile-it BROKE in 3 months.*, January, 2021 https://www.reddit.com/r/AMDLaptops/comments/kx3tw7/hp_envy_x360_laptop_right_hinges_so_fragileit/

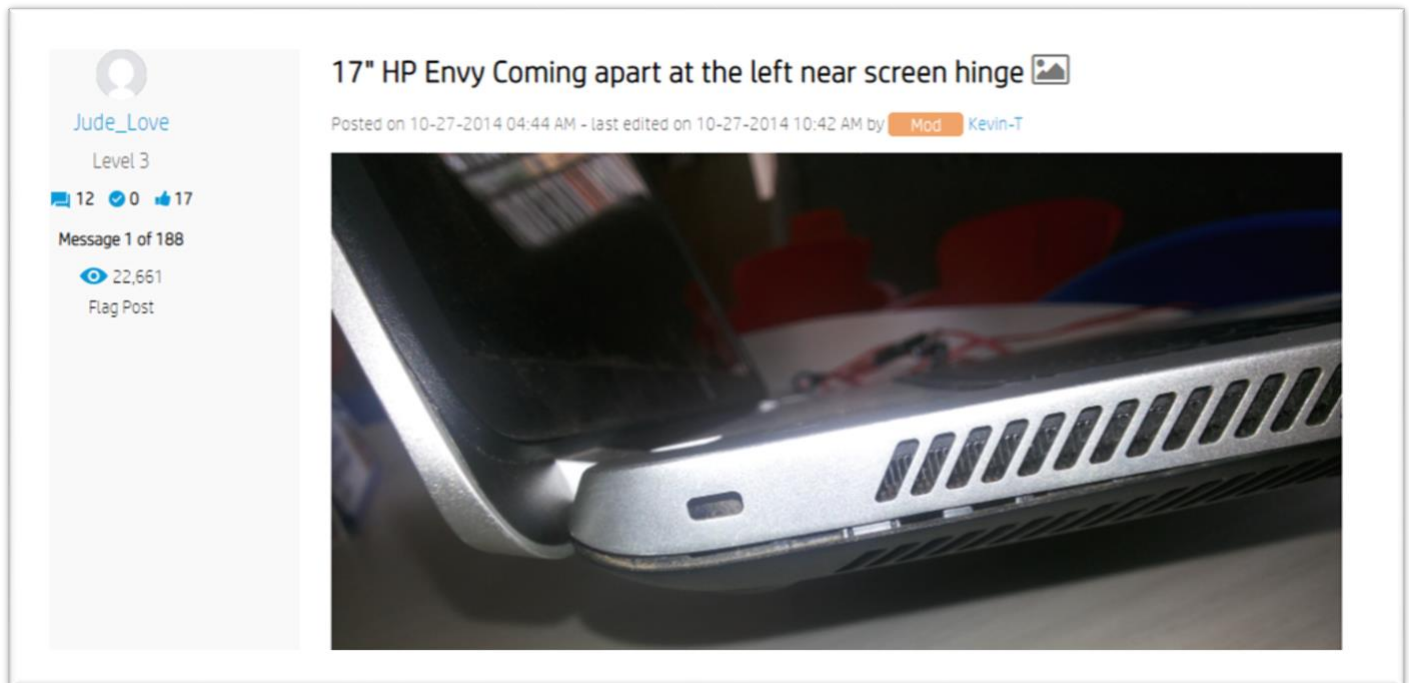
⁴³ *HP Envy x360 Hinge Issue. Closed my laptop the other day and a screw popped out and now the hinge is broken. I can see that the other 3 screws are in place on the bracket, but have also become unglued from the case. How should I fix this? Was quoted \$200 from HP.* HP Envy x360 Hinge Issue. Closed my laptop the other day and a screw popped out and now the hinge is broken. I can see that the other 3 screws are in place on the bracket, but have also become unglued from the case. How should I fix this? Was quoted \$200 from HP., https://www.reddit.com/r/Hewlett-Packard/comments/b4o6g9/hp_envy_x360_hinge_issue_closed_my_laptop_the/

68. The Defect manifests both inside and outside of the warranty period. As illustrated above, Defendant is often unable to fix the Defect during the warranty period and routinely refuses to repair the Defect free of charge outside of the warranty period.

C. HP's Exclusive and Early Knowledge of the Defect

69. HP forum activity makes clear that Defendant has been on notice of the Defect in the Class Laptops since at least 2014 through complaints made to the HP Forum.

70. The forum page "17" HP Envy Coming apart at the left near screen hinge" (first posted October 27, 2014)⁴⁴, and the nearly 200 customer posts on it, demonstrates that the Defect was both pervasive and reported to Defendant back in 2014:



⁴⁴ 17" HP Envy Coming apart at the left near screen hinge - HP Support Community - 4651990

Hello HP,

I am deeply concerned - I bought a 17" HP envy but less than a year since , the laptop is coming apart at the bottom near the Hinge for the screen to the left. I am afraid to open it because it makes a "pop" sound every time I open the screen.

God knows I have been extra careful with this laptop. Yopu will not find a scratch on it from bangs or things like that but am deeply scared of this 1200\$ piece falling apart not even a year into my using it.



Jude_Love

Author

Level 3

12 0 17

Message 8 of 188

Flag Post

Posted on 07-25-2015 12:37 AM

The disintegrating hinge threw lots of debris inside mine. The fun was always crunching and throwing out plastic parts. Every time I opened or closed it, I would hear plastic parts snapping. Subsequently half of my keyboard died. Much as I loved it, I had to settle for a Mac with much lower specs.



Naggs20

Level 2

Posted on 07-27-2015 05:14 PM

Same thing is happening to me. The corner of the left hing pulls apart every time I open my 17" HP Envy. For \$1200 I would expect this computer to last longer than a year.



Dmorga

New member

3 0 0

Message 25 of 188

Posted on 09-23-2015 07:33 PM

Same issue. I called support and they said my warranty expired and then moved right into trying to sell me on a repair package. After reading all this, I don't think I want a repair, as this looks like an engineering failure. If they fix it, how long will it last? Paying for a repair seems like good money after bad. Too bad too, we have two HP laptops and an all in one desktop. I hate to turn on them, but I don't think I can ever buy another one after this.



DH754

Level 2

9 0 8

Message 29 of 188


Flag Post

Posted on 12-14-2015 03:11 PM

Yeah, it's quite sad that the hinge is connected with cheap plastic, if the hinge AND the spot where it's connected was made of metal, this wouldn't be a problem.

This is on you HP!






Asampson87
New member
0 0 1
Message 59 of 188
Flag Post

Posted on 06-15-2016 05:21 PM

I'm having the exact same problem. First I noticed a screw missing. Then started hearing something jingling around, which it turns out was the part the screw screwed into. Then the hinge started popping every time I open the laptop. It's gotten to the point where it is now happening on both sides, but primarily the left. Normally it can be popped back together, but sometimes it doesn't work. Looking through the forums this seems to happen to hundreds if not thousands of these models.




M74cran
New member
2 0 1
Message 87 of 188
Flag Post

Posted on 10-16-2016 03:35 PM

Mine was fixed once already under warrenty, it's broke again and now out of warrenty

1



Waniac
New member
5 0 0
Message 111 of 188
Flag Post


Posted on 02-10-2017 09:24 PM

Hello, I am an owner of an HP Envy laptop that also seems to have the same issue. Recently the hinge on the left side, below the power button has begun to come apart despite relatively light use. I have been careful whenever using the laptop and rarely transport the laptop out of my home. I believe my warranty is expired, but am wondering if HP can provide any type of support for what seems like a widespread design flaw. Thank you.

0

72. Customer complaints continued on other HP forum pages, as demonstrated in the below images from a forum entitled “Hinges” (first posted February 16, 2016):⁴⁵

⁴⁵ Solved: Hinges - HP Support Community - 5502838, <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Hinges/td-p/5502838>



CarlaMaria
Level 2
5 1 6
Message 1 of 27
2,233
Flag Post

Solved! Hinges


Posted on 02-16-2016 10:38 PM

Product: HP Envy Touchsmart 15
Operating System: Microsoft Windows 10 (64-Bit)

I've had my HP Envy for two years. I am the sole user of this laptop. The left hinge broke after a few short months. It was stationary -- on a desk and never transported, therefore never dropped and obviously defective. I was told that hinge replacement is not covered under warranty, so I made the decision to tolerate it since I didn't want to be without it for an indefinite period of time and also felt the estimated \$250 in repair was unreasonable.

A few weeks later, the right hinge broke causing a significant separation in the case. This past weekend, the keyboard began to fail. Some of the letters do not register and have to be copied and pasted (you can appreciate how long it is taking me to write this!). I took it into a repair shop today hoping to have a replacement keyboard installed and was told they would not be able to help me because they felt they would not be able to put it back together as a result of the damage caused from the failing hinges. They felt the best option, all things considered, would be to purchase a wireless keyboard and resign myself to the idea that what I have here is a desktop.

HP... take responsibility for these failing hinges without your normal fee. You created a DEFECTIVE product with a substandard design, rendering an otherwise fantastic laptop useless. This is a widespread problem that should not have to be accepted from customers who are investing over \$1000 in this product.



D3ADM4N
Level 2
8 1 5
Message 7 of 27
Flag Post

Posted on 07-24-2016 05:49 PM

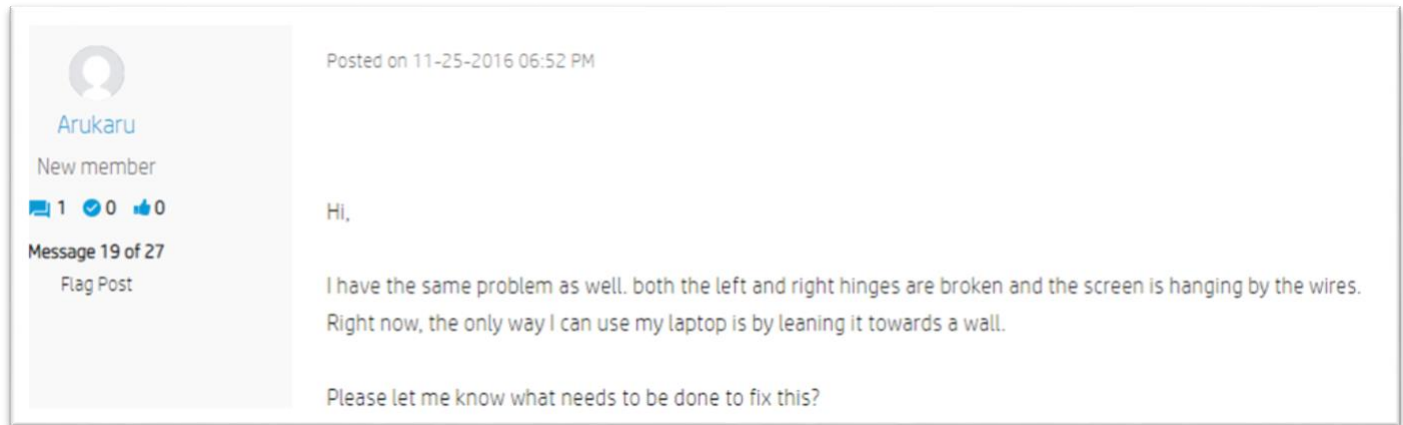
My left hinge on my HP Envy 17" broke today when I opened it.

I have taken very very good care of this machine since I paid around \$1000+ for it.

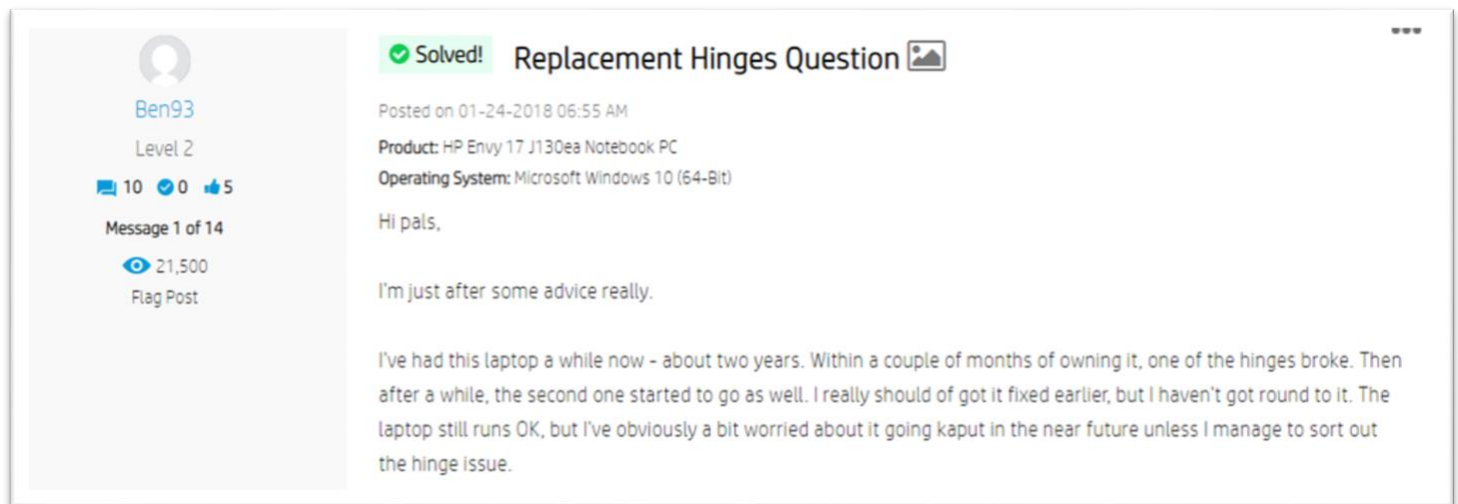
This is crap. The plastic that holds the brass inserts for the hinge screws fell all to pieces. If they won't recall them or do something to fix it I'm done. I have been buying HP's for years.

It's sickening to say the least.

I7, GeForce, maxed memory all in a piece of **** case. I am highly highly disappointed right now.



73. Defendant's failure to improve its design and manufacturing is evident in the below continued complaints on the HP forum page "Replacement Hinges Question" (first posted January 24, 2018)⁴⁶:




⁴⁶ Solved: Replacement Hinges Question - HP Support Community - 6531071, <https://h30434.www3.hp.com/t5/Notebook-Video-Display-and-Touch/Replacement-Hinges-Question/m-p/6531071>



74. As the years progressed, the number of complaints on HP forum sites climbed drastically, as discussed in the excerpts below from “HP Envy Hinge Issues - Has HP acknowledged this is a known issue yet? (5+ years and counting)” (first posted July 16, 2018)⁴⁷:

⁴⁷ HP Envy Hinge Issues - Has HP acknowledged this is a known i... - HP Support Community - 6759803, <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/HP-Envy-Hinge-Issues-Has-HP-acknowledged-this-is-a-known/td-p/6759803>



ThatGeekGirlAU

Level 2

15 0 8

Message 1 of 13

10,396

Flag Post

HP Envy Hinge Issues - Has HP acknowledged this is a known issue yet? (5+ years and counting)

Posted on 07-16-2018 11:53 PM

Product: HP ENVY 15 TS

Operating System: Linux


Judging by the forums (with over 2000 separate instances of HP Envy Hinge Issues) has HP formally acknowledged that this is a clear and definite design flaw/defect/manufacturing issue in the Envy series?

My own notebook has succumbed to joining the ranks of being an "affected unit" despite normal usage, never dropping it, low-transport (and in the rare case it ever did get moved only in an expensive protective laptop-specific leather bag).

The hinges have finally after a few years of normal usage at a desk (well supported) given way, causing the screen to drop, it's unable to stay up on its own, the top and base casing has come apart, the reinforcements can be seen through the cracks in the unit casing, the charger point now does not stay in (as the force from the gap being too wide pushes it out), the battery thus does not charge anymore or retain charge (i.e. removing the power cord makes the unit shut down, despite that the battery states it's at 100% charge - it clearly isn't actually charging), the ethernet point is pulled apart and not usable, and both sides of the unit now are gradually becoming more and more compromised.

Has anyone ever actually received an appropriate outcome? A fix that is permanent and will not put the unit through a cycle of repeating the same hinge failures? Or has anyone successfully had HP take responsibility for this clearly demonstrated flaw, and provided a replacement/offer of an equivalent unit that does not feature these defects?





ThatGeekGirlAU

Author

Level 2

15 0 8

Message 9 of 13

Flag Post

Posted on 07-27-2018 07:56 PM - last edited on 07-27-2018 08:01 PM by **Mod** Rick-S

Unacceptable HP!

I finally received a response from Shravan at "HP Premium Support" and I am extremely angered and upset by the response.

"This mail is in regards to case:[removed per Rules Of Participation] which you had reported issue with Hinges and Display on HP ENVY TS 15-j007AX NB PC ALL

We have reviewed the case and the images which was shared by you. And also we had elevated this case to L2 team and its confirmed that the issue is due to User Induced Damage

Hence service will be on chargeable basis, please revert to this mail if you wish to proceed with the service on chargeable basis"

This issue was NOT caused by "user induced damage".

This is caused by, like over 4000 people between 2013 and 2018, the design flaw/manufacturing defect of hinging, housing and construction of this article is prone to and/or results in such damage. The weight of the screen is not able to be retained without strain on the hinging until such a time they "give out".

[removed per Rules Of Participation]



75. HP claims that “When the products are serviced, it’s a goldmine of information for us. We harvest that information to help us understand how to test it better and what’s driving reliability.”⁴⁸

76. Despite Defendant’s awareness of the Defect and the wealth of information provided by disgruntled customers, HP has failed to reveal, repair, prevent or adequately respond to the Defect.

⁴⁸ HP Total Test Process Testing - HP Inc Video Gallery - Products (brightcovegallery.com), <http://hp.brightcovegallery.com/products/detail/video/4567149706001/hp-total-test-process-testing?autoStart=true&page=0&q=Military>

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

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

79. Moreover, Defendant's omissions are accompanied by affirmative misrepresentations as to the Class Laptops' durability and portability. Defendant marketed, promoted, and sold the Class Laptops as "precision-crafted, high-performance notebooks".⁴⁹

80. The 360-degree Convertible PC was marketed as a 2-in-1 laptop with a touchscreen monitor that could be folded flat against the underside of the base of the machine.

81. Specifically, HP stated that the 360-degree models offered "an affordable touch convertible PC that transforms the computing experience with a 360-degree hinge."⁵⁰

⁴⁹ HP Timeline | HP® Official Site, *available at* <https://www.hp.com/us-en/hp-information/about-hp/history/hp-timeline/timeline.html>

⁵⁰ See Timeline of our history, <https://www.hp.com/us-en/hp-information/about-hp/history/hp-timeline/timeline.html>

82. Defendant described its HP Laptops as “reliable” and “designed for long-lasting performance”, with “compact, portable design”.⁵¹

83. Defendant repeatedly emphasized the mobility of the Class Laptops with the following representations: “easy to take anywhere”⁵²; “built to keep you productive and entertained from anywhere”⁵³; “[a] compact laptop that makes it easy to get work done on the go with a Precision Touchpad, while the long battery life and HP Fast Charge let you keep moving”;⁵⁴ “[t]he Pavilion 15 Laptop packs more performance into a smaller profile, so you can get more done wherever you go.... so you can do more and enjoy entertainment wherever you go”⁵⁵; “[c]reate on-the-go, anytime, anywhere and whenever inspirations strikes.”⁵⁶

84. Defendant further provides assurances to customers regarding the HP Laptops’ durability and HP’s pre-sale diligence by stating that “extensive quality testing ensures that you can keep going...and going.”⁵⁷

85. Defendant also promoted its quality assurance and the durability of its products by inviting technology reporters to its testing facility.⁵⁸ The tour demonstrated a variety of testing devices designed to ensure durability and longevity, including: a

⁵¹ See Work, Watch and Play All Day, June 4, 2018, <https://www.youtube.com/watch?v=KdB4v9ssdIY>

⁵² HP Laptop 17-ca3097nr (2C5B7UA#ABA), <https://www.hp.com/us-en/shop/pdp/hp-laptop-pc-17-ca3000-%281c0g7av%29>

⁵³ HP Laptop -15t-dw300 (1B9N3AV_1), <https://www.hp.com/us-en/shop/pdp/hp-laptop-15t-dw300-touch-optional-1b9n3av-1>

⁵⁴ HP Pavilion Laptop 15-eh1097nr (3F1F9UA#ABA), <https://www.hp.com/us-en/shop/pdp/hp-pavilion-laptop-15-eh1097nr>

⁵⁵ HP Pavilion Laptop 15-eh1097nr (3F1F9UA#ABA), <https://www.hp.com/us-en/shop/pdp/hp-pavilion-laptop-15-eh1097nr>

⁵⁶ HP® ENVY 17 Laptops, <https://www.hp.com/us-en/shop/mdp/laptops/envy-17-344517--1#!&tab=features>

⁵⁷ HP Laptop - 17-ca2097nr (2Y438UA#ABA), <https://www.hp.com/us-en/shop/pdp/hp-laptop-17-ca2097nr>

⁵⁸ Inside HP Labs of Destruction! (archive.org), <https://web.archive.org/web/20150918232024/https://www.chipchick.com/2014-07-inside-hp-labs-destruction.php>

pulley system designed to slam laptops into a hard surface; a platform that vibrated the laptops rapidly; equipment used to send electric shocks into the laptops; and a freezer for temperature testing.⁵⁹

86. Most importantly, HP also represented to the attendees that the durability of the laptop hinges was tested by opening and closing the laptops “typically from minimum angle to maximum angle” 27,000 times.⁶⁰

Photograph of Defendant’s Hinge-Testing Operations in 2014⁶¹



⁵⁹ *Id.*

⁶⁰ *Id.*

⁶¹ *Id.*

Photograph of Defendant's Hinge-Testing Operations in 2011⁶²



87. Defendant's assurances regarding the durability of its products continues to this day. HP's website includes a video entitled "HP Total Test Process".⁶³ This video describes Defendant's product testing procedures and presents HP products as having gone through an "exhaustive set of tests that are designed to replicate the full product life cycle in a short period of time".⁶⁴

88. HP claims that their product testing consists of "115,000 hours of testing on each model."⁶⁵

89. Once again, HP portrays its hinges as tested to survive long-term usage. "Take a notebook for example. One of the things that everybody has to do is open and

⁶² HP Durability Tests - YouTube, <https://www.youtube.com/watch?v=bM7yw-y3BB0>

⁶³ HP Total Test Process Testing - HP Inc Video Gallery - Products ([brightcovegallery.com](http://hp.brightcovegallery.com)), <http://hp.brightcovegallery.com/products/detail/video/4567149706001/hp-total-test-process-testing?autoStart=true&page=0&q=Military>

⁶⁴ *Id.*

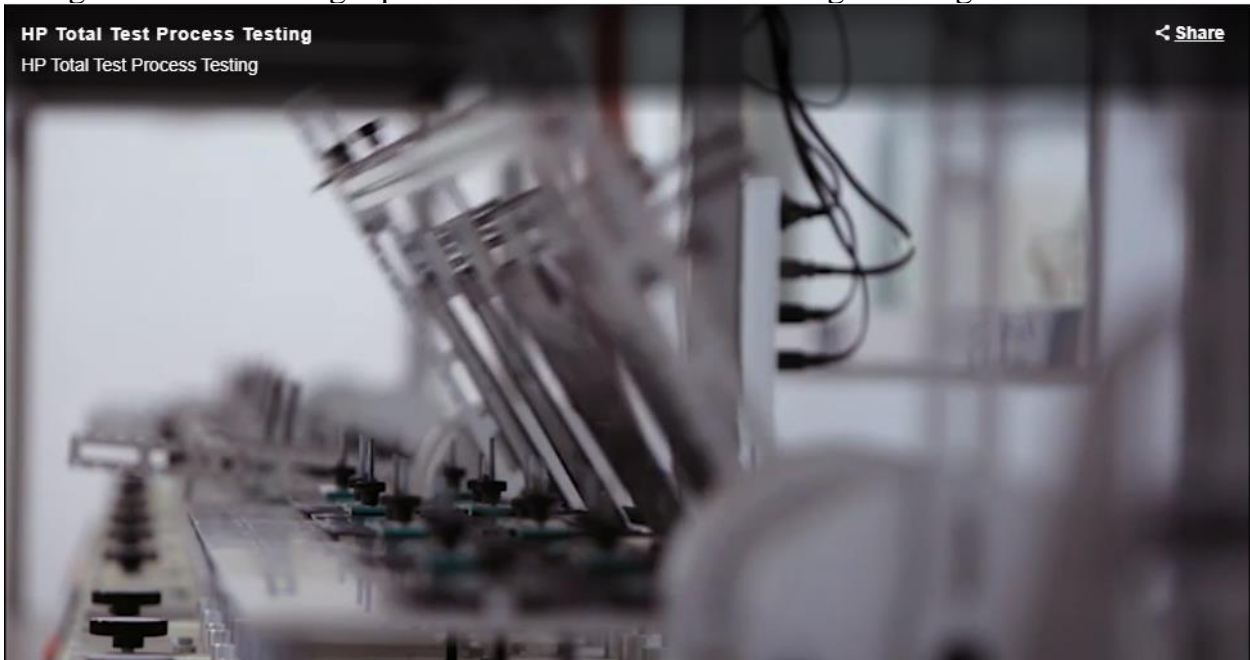
⁶⁵ *Id.*

close it. If you're expected to open and close that notebook 10,000 times, we'll test it to 50,000."⁶⁶

Image of Screens Being Opened and Closed as Part of Hinge Testing on HP's Website⁶⁷



Image of Screens Being Opened and Closed as Part of Hinge Testing on HP's Website⁶⁸

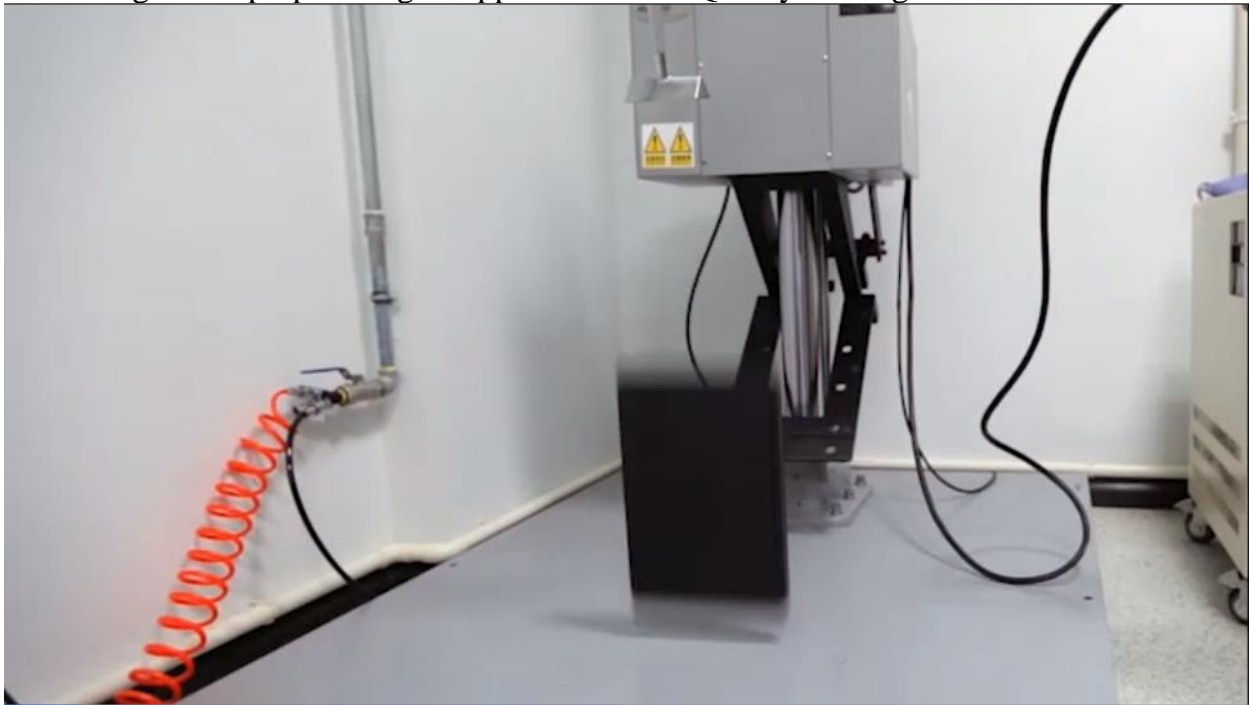


⁶⁶ *Id.*

⁶⁷ *Id.*

⁶⁸ *Id.*

Image of Laptops Being Dropped as Part of Quality Testing on HP's Website⁶⁹



90. HP further assures customers that “after all that’s done, we do low-level evaluations. We take a look at each of the subsystems at a component level to make sure that there is nothing that could causes issues in the future.”⁷⁰

91. HP also warrants to consumers that “you can be confident if you buy HP’s product it’s going to work with what you’ve already got and what you’re going to buy.”⁷¹

92. Defendant marketed, promoted, and warranted that the Class Laptops were premium computers, able to perform the tasks of opening and closing, withstand transportation, and furthermore able to perform all of the basic functions of similar laptops of their class.

⁶⁹ *Id.*

⁷⁰ *Id.*

⁷¹ *Id.*

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

94. Because the defective materials are fully enclosed within the Class Laptops and the Defect is only revealed by laptop use, testing, or disassembly, reasonable consumers could not discover the Defect prior to purchase.

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

96. As the Defect likely results from the design of the Class Laptops—*i.e.*, the use of flimsy plastic material to mount the laptop hinges—replacing the broken hinges with identical ones is unlikely to fully remedy the Defect.

D. Plaintiff's Defective HP Laptop

97. Plaintiff purchased an HP 17-by2053cl for her personal use on October 27, 2020, for \$599.99, from a Costco Wholesale store located at 1873 West Lantana Rd., Lantana, FL 33462. Plaintiff intended to use the laptop for her business and personal computing needs.

98. Plaintiff's purchase was covered by the Limited Warranty for a period of one year.

99. Within approximately seven months of purchasing the Class Laptop, Plaintiff upon opening the Class Laptop heard a crunching sound and experienced the Defect. The issue worsened over time, greatly diminishing her ability to use the machine, and only several months after the purchase it became impossible for the laptop open properly without the case further separating, or to close the machine.

100. As instructed by HP in their documentation, Plaintiff went online for support and was directed to the HP support forums. There Plaintiff saw numerous posts detailing HP's refusal to repair and replace the defective Class Laptop, including posts wherein HP said the problem was due to user error. Another such post stated that HP's chosen service provider, Ubreakifix, informed another consumer with a defective Class Laptop that the cost of the repair was more than a new computer.

101. Plaintiff, through counsel, sent a statutory demand for correction of the defect on October 13, 2021.

CLASS ACTION ALLEGATIONS

102. Plaintiff brings this lawsuit on behalf of herself and all similarly situated individuals and entities, pursuant to Federal Rule of Civil Procedure 23(a), 23(b)(2), 23(b)(3), and/or 23(c)(4). The classes consist of:

- a. The Nationwide Class:** All purchasers in the United States who purchased a Class Laptop (the "Nationwide Class"); and

b. The Florida Subclass: All purchasers in the state of Florida who purchased a Class Laptop (the “Florida Subclass”, and together with the Nationwide Class, the “Class”)

103. Plaintiff and Class members reserve the right to amend the Class definitions as discovery proceeds and to conform to the evidence. Excluded from the Class are: (a) any Judge presiding over this action and members of their families; (b) Defendant and their subsidiaries and affiliates; and (c) all persons who properly execute and file a timely request for exclusion from the Class.

104. **Numerosity**: Members of the Class are so numerous that their individual joinder is impracticable. Moreover, the Class is composed of an easily ascertainable, self-identifying set of individuals and entities who purchased Class Laptops. The precise number of Class members can be ascertained through discovery, which includes Defendant’s records. Plaintiff estimates the number of Class members to be in at least the tens of thousands. The disposition of their claims through a class action will benefit both the parties and this Court.

105. The proposed classes are ascertainable because they are defined by reference to objective criteria. In addition, and upon information and belief, the names and addresses of all members of the proposed class can be identified in business records maintained by Defendant.

106. **Commonality**: There are questions of law and fact common to the Class that will materially advance the litigation, and these common questions predominate over any

questions affecting only individual Class members. Among the questions common to the Class are:

- a. Whether the Class Laptops suffer from a design defect that causes the hinges to fail;
- b. The origins and implementation of, and the justifications for, if any, HP's policies and technology relating to the Defect and its manifestation in the Class Laptops;
- c. When HP became aware of the Defect in the Class Laptops and how it responded to that knowledge;
- d. Whether HP actively concealed and/or failed to notify consumers of the Defect in the Class Laptops;
- e. Whether Defendant knew of the Defect but failed to disclose the problem and its consequences to their customers;
- f. Whether a reasonable consumer would consider the Defect and its consequences to be material;
- g. Whether Defendant's conduct violates state consumer protection laws as asserted herein;
- h. Whether Defendant's conduct violated the Magnuson-Moss Warranty Act;
- i. Whether Defendant's sale of Class Laptops containing the Defect is an unfair, false, misleading, or deceptive act in the conduct of any trade or commerce;
- j. Whether Defendant breached the implied warranty of merchantability by selling the Class Laptops containing the Defect;
- k. Whether Plaintiff and the other Class members overpaid for their Class Laptops as a result of the Defect herein;

- l. Whether Plaintiff and Class members would have purchased their Class Laptops, and whether they would have paid a lower price for them, had they known that they contained the Defect at the time of purchase;
- m. Whether Plaintiff and the Class are entitled to compensatory damages, including, among other things: (i) compensation for all out-of-pocket monies expended by members of the Class for replacement or repair of the Class Laptops; (ii) the failure of consideration in connection with and/or difference in value arising out of the variance between the Class Laptops as merchantable in the absence of the Defect, and as actually manufactured and sold possessing the Defect; and (iii) whether Plaintiff and the Class are entitled to all costs associated with repair and replacement of their Class Laptops; and
- n. Whether Plaintiff and the other Class members are entitled to equitable relief, including, but not limited to, restitution or injunctive relief.

107. **Typicality**: Plaintiff's claims are typical of the claims of the members of the Class, as all such claims arise out of Defendant's conduct in designing, manufacturing, marketing, advertising, warranting, and selling the Class Laptops. All of Plaintiff's claims are typical of the claims of the Class because Plaintiff and all Class members were injured in the same manner by Defendant's uniform course of conduct described herein. Plaintiff and all Class members have the same claims against Defendant relating to the conduct alleged herein, and the same events giving rise to Plaintiff's claims for relief are identical to those giving rise to the claims of all Class members. Plaintiff and all Class members sustained monetary and economic injuries including, but not limited to, ascertainable losses

arising out of Defendant's wrongful conduct as described herein. Plaintiff is advancing the same claims and legal theories on behalf of himself and all absent Class members.

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

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

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

CAUSES OF ACTION

Count I

Violation of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”)

Fla. Stat. § 501.201, *et seq.*

(Asserted on behalf of the Florida Subclass)

111. Plaintiff and the Florida Subclass incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

112. The purpose of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”) is “to protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.” Fla. Stat. § 501.202(2).

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

114. The actions of HP, as set forth above, occurred in the conduct of trade or commerce.

115. Defendant misrepresented and/or knowingly and intentionally concealed material facts concerning the characteristics, uses, and quality of the Class Laptops, and thereby created confusion among purchasers of the Class Laptops. Accordingly, HP engaged in unfair and deceptive acts or practices.

116. Contrary to Defendant’s representations, the Class Laptops were not precisely designed, premium computers, and they could not be used in the manner shown in Defendant’s marketing material—*i.e.*, a functional, portable, compact design and/or a 2-

in-1 laptop employing hinges enabling the machine to fold into various positions—without triggering the Defect and becoming largely or wholly unusable.

117. These misrepresentations and/or omissions led Plaintiff and the Florida Subclass members to believe that they were purchasing fully functional, portable and compact and/or premium 2-in-1 laptop computers, when in fact they purchased laptops that would cease to function properly if used as advertised.

118. Plaintiff and members of the Florida Subclass were deceived by and relied upon Defendant's affirmative misrepresentations and failures to disclose, including but not limited to, the representations about the Class Laptops' quality, design, and hinge movement capabilities.

119. HP's acts and practices deceived Plaintiff and the Florida Subclass. In failing to disclose the Defect and suppressing material facts to purchasers of the Class Laptops, HP violated the FDUTPA and caused injuries to Plaintiff and the Florida Subclass.

120. Therefore, Plaintiff and the members of the Florida Subclass are entitled to recover actual, statutory, and all other damages to the extent permitted by law, as well as costs and reasonable attorneys' fees pursuant to Fla. Stat. § 501.2105, and any other just and appropriate relief.

121. Plaintiff and the members of the Florida Subclass are entitled to injunctive relief because it is likely that many of the Class Laptops will be used or purchased by unsuspecting members of the putative class, and injunctive relief could prevent harm to those who remain unaware of the Defect which can render the Class Laptops useless.

122. Plaintiff and the members of the Florida Subclass seek restitution of all monies that HP received as a result of selling the defective Class Laptops to Plaintiff and the members of the Florida Subclass. As a result of this deception, Plaintiff and the members of the Florida Subclass expended substantial sums of money and time for the repair and/or replacement of their Class Laptops. Plaintiff is informed and believes that the amount of said restitution is unknown at this time but will seek relief to amend this complaint at the time of trial, when the same has been ascertained.

123. Plaintiff sent Defendant a notice letter prior to the filing of this action. Plaintiff has yet to receive a response from HP. Defendant was also provided notice of these issues by numerous informal and formal complaints filed against it, including the instant Complaint and the various complaints detailed herein, and by numerous communications sent by Plaintiff and other Class members.

Count II
Violation of Fla. Stat. § 817.41 Prohibiting Misleading Advertising
(Asserted on behalf of the Florida Subclass)

124. Plaintiff and the Florida Subclass incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

125. Florida's prohibition on misleading advertising declares unlawful for any person to do the following:

“[M]ake or disseminate or cause to be made or disseminated before the general public of the state, or any portion thereof, any misleading advertisement. Such making or dissemination of misleading advertising shall constitute and is hereby declared to be fraudulent and unlawful, designed and intended for obtaining money or property under false pretenses.” Fla. Stat. § 817.41(1).

126. The statutory term “misleading advertising” includes statements made or disseminated to the public in “oral, written, electronic, or printed form or otherwise...which are known, or through the exercise of reasonable care or investigation could or might have been ascertained, to be untrue or misleading.” Fla. Stat. § 817.40(5). Consumers have standing to state a claim under this statute by alleging that they relied on an identifiable misleading advertisement.⁷²

127. As described herein, HP regularly and pervasively advertised the Class Laptops as portable with a compact design and/or as 2-in-1 laptops employing hinges enabling the machine to fold into various positions, while in fact those computers would cease to function if used as advertised.

128. Plaintiff and members of the Florida Subclass were deceived by and relied upon Defendant’s affirmative representations and failures to disclose, including but not limited to, the representations about the Class Laptops’ quality, design, and hinge movement capabilities.

129. Defendant’s statements regarding the purported quality and functionality of the Class Laptops were material to prospective purchasers, and were untrue, deceptive, and misleading.

130. HP has violated Fla. Stat. § 817.41 by engaging in this false advertising scheme described herein.

⁷² See, e.g., *Third Party Verification, Inc. v. Signaturelink, Inc.*, 492 F. Supp. 2d 1314, 1322 (M.D. Fla. 2007).

131. Plaintiff and the Florida Subclass members have been injured and have suffered economic damages from HP's false advertising scheme.

132. Pursuant to Fla. Stat. § 817.41(6), Plaintiff and the Florida Subclass members are entitled to relief for HP's violations of the statute, including: 1) damages; 2) punitive damages; 3) costs and reasonable attorneys' fees; and 4) any other remedies prescribed by law.

Count III
Breach of Express Warranty
Magnuson-Moss Warranty Act
(Asserted on behalf of the Nationwide Class and alternatively on behalf of the Florida Subclass)

133. Plaintiff and the Nationwide Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

134. Plaintiff brings this claim on behalf of himself and the Class.

135. The Class Laptops are "consumer products" are defined in 15 U.S.C. § 2301(1).

136. Plaintiff and Class Members are "consumers" as defined in 15 U.S.C. § 2301(3).

137. HP is a "supplier" and "warrantor" as defined in 15 U.S.C. §§ 2301(4) and (5).

138. HP provided Plaintiff and Class Members with "written warranties" within the meaning of 15 U.S.C. § 2301(6).

139. HP has breached its express warranties by refusing to honor the express warranty to replace or repair, free of charge, any defective component, including the hardware causing the Defect.

140. At the time Class Laptops were sold, HP knew that they possessed the Defect and offered an express warranty with no intention of honoring said warranty with respect to the known Defect.

141. Additionally, pursuant to 15 U.S.C. § 2304(d)(1):

[T]he warrantor may not assess the consumer for any costs the warrantor or his representatives incur in connection with the required remedy of a warranted product...[I]f any incidental expenses are incurred because the remedy is not made within a reasonable time or because the warrantor imposed an unreasonable duty upon the consumer as a condition of securing remedy, then the consumer shall be entitled to recover reasonable incidental expenses which are so incurred in any action against the warrantor.

142. At no time has HP offered a permanent or adequate repair or replacement of the hardware causing the Defect that would adequately prevent manifestation of the Defect. Despite repeated demands by Plaintiff and the Class Members that HP pay the costs and incidental expenses associated with temporarily “fixing” the Defect, HP has refused to do so. HP’s refusal to provide a permanent repair or replacement for the Defect and to pay for the temporary “fixes” violates 15 U.S.C. § 2304(d)(1).

143. HP was notified of its breach of warranty and afforded a reasonable opportunity to cure its breach of the express warranty but failed to do so despite Plaintiff’s multiple requests.

144. As a direct and proximate result of HP's breach of its express written warranties, Plaintiff and Class Members have been damaged in an amount to be proven at trial.

Count IV
Breach of Implied Warranty
Magnuson-Moss Warranty Act
(Asserted on behalf of the Nationwide Class and alternatively on behalf of the
Florida Subclass)

145. Plaintiff and the Nationwide Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

146. Plaintiff and Class Members are "consumers" as defined in 15 U.S.C. § 2301(3).

147. Defendant HP is a "supplier" and "warrantor" as defined in 15 U.S.C. §§ 2301(4) and (5).

148. The Class Laptops are "consumer products" as defined in 15 U.S.C. § 2301(1).

149. HP extended an implied warranty to Plaintiff and Class Members by operation of 15 U.S.C. § 2301(7), and this implied warranty covers defects in its Class Laptops, including the hardware causing the Defect.

150. HP breached this implied warranty by selling/leasing defective Class Laptops that were neither merchantable nor fit for their intended purpose.

151. As a direct and proximate result of HP's breach of the implied warranty under the Magnuson-Moss Act, Plaintiff, and the Class Members, have been damaged in an amount to be proven at trial.

Count V
Breach of Implied Warranty
(Asserted on behalf of the Nationwide Class and alternatively on behalf of the
Florida Subclass)

152. Plaintiff and the Nationwide Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

153. A warranty that the Class Laptops were in merchantable condition is implied by law.

154. These Class Laptops, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which such portable, compact and/or 2-in-1 laptops are used. Specifically, the Class Laptops are inherently defective in that there are defects in the Class Laptops' hinge anchors, which are not of high quality, and which fail prematurely and/or fail to function properly as detailed herein.

155. Plaintiff sent HP a notice letter prior to the filing of this action. Defendant was also provided notice of these issues by numerous informal and formal complaints filed against it, including the instant Complaint and the various complaints detailed herein, and by numerous communications sent by Plaintiff and other Class members.

156. Any attempt by HP to disclaim or limit its implied warranties is unconscionable and unenforceable under the circumstances here.

157. Specifically, any attempt by HP to limit or disclaim its warranty limitation is unenforceable because Defendant knowingly sold a defective product without informing consumers about the Defect.

158. As a direct and proximate result of Defendant's breach of the warranties of merchantability, Plaintiffs and the other Class members have been damaged in an amount to be proven at trial.

Count VI
Breach of Express Warranty
(Asserted on behalf of the Nationwide Class and alternatively on behalf of the
Florida Subclass)

159. Plaintiff and the Nationwide Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

160. Defendant expressly warranted that the Class Laptops were of high quality and, at a minimum, would function properly. Defendant also expressly warranted that it would repair and/or replace defects in material and/or workmanship free of charge that occurred during the Limited Warranty.

161. Defendants breached these warranties by selling to Plaintiff and Class members the Class Laptops with known problems, which are not of high quality, and which fail prematurely and/or fail to function properly.

162. As a result of the Defendant's actions, Plaintiff and Class members have suffered economic damages including but not limited to costly repairs, loss of computer use, substantial loss in value and resale value of the Class Laptops, and other related damage.

163. Defendant's attempt to disclaim or limit its express warranties vis-à-vis consumers is unconscionable and unenforceable under the circumstances here. Specifically, Defendant's warranty limitations are unenforceable because HP knowingly

sold a defective product without informing consumers about the manufacturing and/or material defect. Furthermore, Defendant continues to charge Class members for repairing the defective hinges—if it repairs them at all—when in fact such repairs are actually necessitated because of Defendant’s defective product.

164. The time limits contained in Defendant’s warranty periods were also unconscionable and inadequate to protect Plaintiffs and members of the Class.

165. Among other things, Plaintiff and Class members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Defendant.

166. A gross disparity in bargaining power existed between HP and Class members, and HP knew or should have known that the Class Laptops were defective at the time of sale and would fail well before their useful lives.

167. In addition, HP’s warranty fails of its essential purpose because HP has been and is unable to effectively repair the Defect.

168. Plaintiffs and Class members have complied with all obligations under the warranties, or otherwise have been excused from performance of said obligations as a result of Defendant’s conduct described herein. In addition, Plaintiff sent Defendant a notice letter prior to the filing of this action.

Count VII
Unjust Enrichment/Restitution
(Asserted on behalf of the Nationwide Class and alternatively on behalf of the
Florida Subclass)

169. Plaintiff and the Nationwide Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

170. HP has been enriched as a result of the conduct described in this Complaint.

171. HP received a benefit from Plaintiff and other members of the Class in the form of payment for products purchased on HP's website.

172. Retention of these benefits by HP would be unjust and inequitable because HP received these benefits by engaging in a false, deceptive, and misleading scheme to market the Class Laptops as premium, portable, fully functional machines and/or 2-in-1 laptop computers, and by engaging in the unlawful, unjust, and wrongful acts and practices described in this Complaint.

173. The benefits, in whole or in part, that HP received were not legitimately earned and came at the expense of Plaintiff and the other members of the Class.

174. HP knows that the above-described conduct is unjust, inequitable, and wrongful, but systematically engages in this scheme anyway in order to gain unfair advantages and reap unearned financial benefits.

175. HP is guilty of malice, oppression, and/or fraud through its willful and conscious disregard for the rights of Plaintiff and other Class Members.

176. Plaintiff and the Class Members are entitled to restitution and disgorgement of all amounts unjustly retained by HP, as well as other appropriate relief.

Count VIII.
Fraudulent Omission or Concealment
(Asserted on behalf of the Nationwide Class and alternatively on behalf of the
Florida Subclass)

177. Plaintiff and the Nationwide Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

178. At all relevant times, HP was engaged in the business of designing, manufacturing, distributing, and selling the Class Laptops.

179. HP, directly and through its representatives or agents, delivered Class Laptops to its distributors and various other distribution channels.

180. HP willfully, falsely, and knowingly omitted various material facts regarding the quality and character of the Class Laptops.

181. Rather than disclose the Defect to Plaintiff and other prospective purchasers of Class Laptops, HP concealed the Defect.

182. HP omitted and concealed this material information to drive up sales, maximize profits, and maintain its market power, as consumers would not purchase Class Laptops, or would pay substantially less for them, had they known the truth.

183. Plaintiff and Class members could not have discovered the Defect prior to it manifesting in their Class Laptops.

184. HP was in exclusive possession of information concerning the Defect's existence, which would have been material to reasonable consumers, and thus was obligated to disclose the Defect to Plaintiff and Class Members, at the point of sale or otherwise.

185. Although HP had a duty to disclose the Defect to consumers, it failed to do so.

186. Plaintiff and Class Members sustained injury at the time they purchased Class Laptops that suffer from the Defect, which Defendant failed to disclose and actively concealed from them. Had Plaintiff and the Class known about the Defect at the

time of purchase, they would have paid substantially less for their Class Laptops, or would not have purchased them and avoided the significant out-of-pocket costs they have or will incur to repair or replace Class Laptops once the Defect manifests.

187. HP's acts were done maliciously, oppressively, deliberately, and with intent to defraud, and in reckless disregard of Plaintiff and Class Members' rights and well-being, and in part to enrich itself at the expense of consumers. HP's acts were done to gain commercial advantage over competitors, and to drive consumers away from consideration or competitor devices. HP's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future.

JURY DEMAND

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

PRAYER FOR RELIEF

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

- A. Entering judgment in favor of Plaintiff against Defendant;
- B. Certification of the proposed Class pursuant to Federal Rule of Civil Procedure 23;
- C. Appointment of Plaintiff as Class Representative for the Class;
- D. Appointment of Plaintiff's counsel as Class Counsel;
- E. A declaration that HP violated the Florida statutes that form the basis for Plaintiff's primary statutory claims;
- F. A declaration that HP was unjustly enriched by its conduct as described herein;

- G. Monetary damages;
- H. Statutory damages in the alternative;
- I. Restitution;
- J. Injunctive relief;
- K. Disgorgement of all monies received by HP as a result of the unlawful, unjust, unfair, and deceptive acts and practices described herein;
- L. Penalties as provided by law;
- M. Treble damages;
- N. A permanent injunction enjoining HP from continuing the unlawful, unjust, unfair, and deceptive acts and practices described herein;
- O. Pre-judgment and post-judgment interest;
- P. Reasonable attorneys' fees and expenses; and
- Q. Such other further relief that the Court deems just and equitable.

Dated: November 10, 2021

Respectfully Submitted,

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