

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA**

TAMPA DIVISION

Alex Volinsky, individually and on behalf of all
others similarly situated,

Plaintiff,

- against -

Lenovo (United States) Inc.,

Defendant

Class Action Complaint

Jury Trial Demanded

Plaintiff alleges upon information and belief, except for allegations pertaining to Plaintiff, which are based on personal knowledge:

FACTUAL ALLEGATIONS

1. Lenovo (United States) Inc. (“Defendant”) manufactures, markets, and sells laptop computers, such as the 14w, under the Lenovo brand (“Product”).



2. Defendant markets its laptops with the representations that they are built to last, are technologically advanced, and will remain in proper working condition for years to come.

Because things happen

With military-grade durability, the 14w can more than handle the bumps and knocks of everyday life. Its full-sized keyboard and mechanically anchored keys are spill resistant up to 1.39 cups / 330 ml.

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Durability	<ul style="list-style-type: none">• Meets military-specification testing• Reinforced ports & hinges• Drop-resistant up to 29.5" / 75cm• Spill-resistant keyboard (with mechanically anchored keys)
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Durability

- Meets military-specification testing
- Reinforced ports & hinges
- Drop-resistant up to 29.5" / 75cm
- Spill-resistant keyboard (with mechanically

3. The description of the Product tells consumers it will function reliably and be free of flaws, damage, and structural deficiencies for many years, subject to normal and intended use.

I. PRODUCT MADE WITH DEFECTIVE HINGE MECHANISM

4. Consumers purchase laptops for their wide range of functionality, ease of use, and convenience, which allow for device operation while on the go, and not solely in a stationary position while at home or at the office.

Leave the power cord at home

On a single charge, the 14w can run for up to 10 hours*. That should be more than enough for your daily commute, and for you to get everything done at school or work once you're there.

*Battery life based on testing with MobileMark 2014. Battery life varies significantly with settings, usage, and other factors.

Leave the power cord at home

On a single charge, the 14w can run for up to 10 hours*. That should be more than enough for your daily commute, and for you to get everything done at school or work once you're there.

*Battery life based on testing with MobileMark 2014. Battery life varies significantly with settings, usage, and other factors.

5. In addition to these benefits, convertible laptops, like the Product, allow consumers to use their devices in a wider range of functions, allowing for the temporary transformation of the device from upright to open at 180 degrees, and vice-versa, as needed.



6. Companies, like Defendant, make it a point to highlight these attributes.

Easy on the eyes

Behind the stamped aluminum shell cover, the 14" FHD display boasts a 6 mm narrow bezel, plus IPS and antiglare technology. The result is a larger, more vibrant screen with wide-angle viewing that's less of a strain on your eyes. There's also a touchscreen option for faster, more intuitive interaction.

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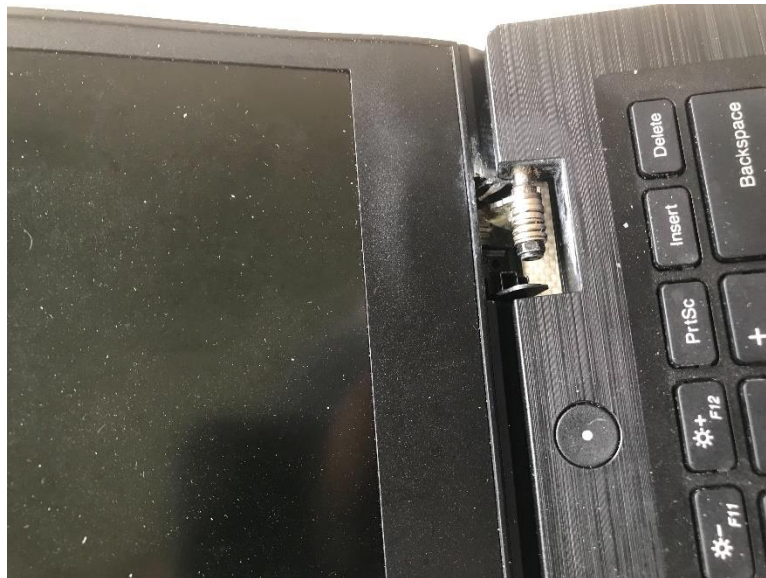
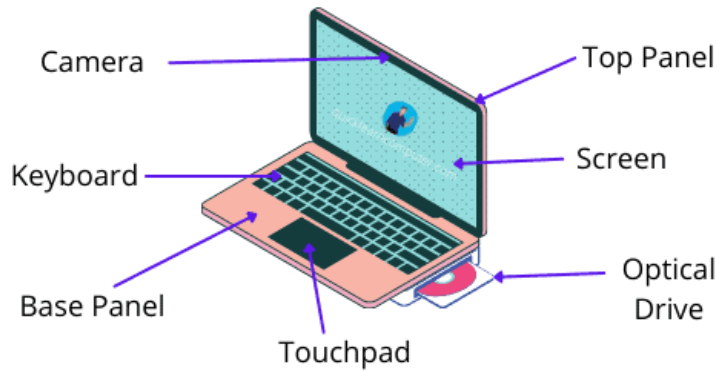
7. Despite the marketing of the Product as capable of functioning reliably and remaining in proper working condition for years to come, it did not function reliably or remain

free of flaws, damage, or structural deficiencies.

8. The hinge mechanism of the Product was defective, in that it was made of low-quality and/or low-strength materials, which caused the hinges to break and/or detach.

9. This defect in turn caused (1) the two halves of the Product, the top panel and the base panel, to loosen and/or disconnect from each other, rendering the Product useless, or (2) the screen to separate from the top panel housing, which exposed the inside of the top panel, made the Product incapable of being closed properly, and affected the function and capabilities of the device.

Parts of Laptop Computer





10. Most consumers have encountered this defect and the related issues without warning.

11. In fact, many experienced the defect unexpectedly, once weakening, detachment, or separation occurred.

12. Significantly fewer were warned of the oncoming damage, by creaking or crunching noises made by the hinge and support mechanisms as they deteriorated over time.

13. However, the defect was present and continuously evolving much sooner than noticed or experienced.

14. This is because the glue and plastic support components that contain the metal hinges and mounting hardware are too weak to withstand normal use, frequent opening-and-closing, and switching between sitting upright and laying open flat.

15. Even if there is proper maintenance and only normal and intended use of the Product, the defect and related issues occur.

 JohnConan
What's DOS?

2021-06-22 21:01:42

Re:Faulty Hinge On Lenovo Laptop

Posts: 1
Registered: 2021-06-22 20:56:42
Location: United States of America
Views: 5

Message 12 of 51

hinge on right side, the little piece on the bottom of the screen bevel popped off; bezel is bulged out, hinge out of whack. Only 6 months old and rarely leaves the desk so rarely even closed. See that it is a known issue; how to proceed in getting repair? Need the device so I can't ship it somewhere for weeks; this is clearly a manufacturing defect and device is still under warranty. Next steps?

 Quick reply  Reply  1

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 BrokenHinge5
Paper Tape

2022-09-19 21:15:03

Re:Faulty Hinge On Lenovo Laptop

Posts: 10
Registered: 2022-09-19 21:06:29
Location: United States of America
Views: 90

Message 37 of 51

I have the same problem with my hinge and I barely use my laptop more than once a week...

Did anyone get a non billable reprieve? If not, what other products have you bought to replace this travesty?

 Quick reply  Reply  0

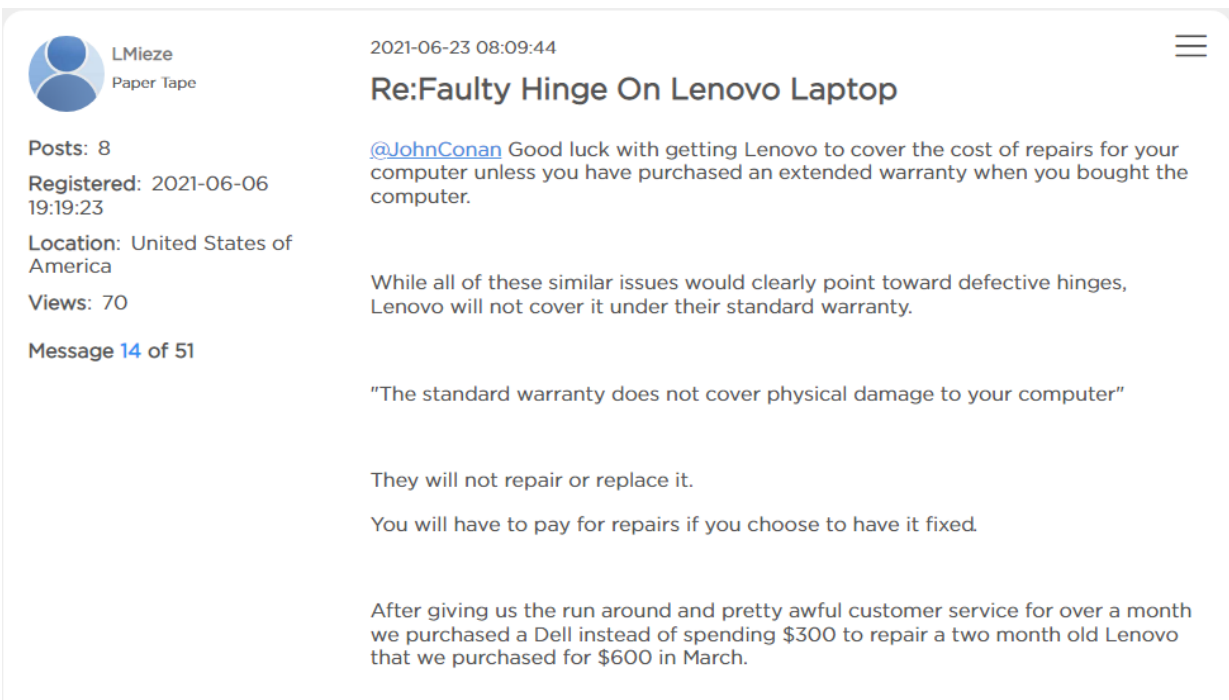
I have the same problem with my hinge and I barely use my laptop more than once a week...
Did anyone get a non billable reprieve? If not, what other products have you bought to replace this travesty?

16. Consumers expect a laptop represented – directly or indirectly – as capable of functioning reliably and remaining in proper working condition for years to come, especially when it is marketed to have met “military-specification testing,” with “military-grade durability” and “reinforced ports & hinges,” to function reliably and remain free of flaws, damage, and structural deficiencies.

17. Many individuals have complained online about the Product, the hinge mechanism defect, and Defendant's handling of the situation, on sites like *amazon.com*, *forums.lenovo.com*, *reddit.com* and other forum communities.

18. For example, two consumers complained that upon reporting the hinge defect and related issues to Defendant, they were left to deal with the Product at their own expense, as Defendant would not cover repairs.

19. This is because Defendant claims the hinge defect and related issues are considered physical damage or accidental damage and are outside of standard warranty coverage, which "only covers the hardware failures on the machine."



The screenshot shows a forum post interface. On the left, the user profile for 'LMieze Paper Tape' is visible, including their registration date (2021-06-06) and location (United States of America). The post title is 'Re:Faulty Hinge On Lenovo Laptop', dated 2021-06-23 at 08:09:44. The post content discusses a faulty hinge on a Lenovo laptop, stating that the standard warranty does not cover physical damage and that the user had to pay for repairs. The user mentions switching to a Dell laptop after a month of poor customer service from Lenovo.

LMieze
Paper Tape

2021-06-23 08:09:44

Re:Faulty Hinge On Lenovo Laptop

[@JohnConan](#) Good luck with getting Lenovo to cover the cost of repairs for your computer unless you have purchased an extended warranty when you bought the computer.


While all of these similar issues would clearly point toward defective hinges, Lenovo will not cover it under their standard warranty.

"The standard warranty does not cover physical damage to your computer"

They will not repair or replace it.

You will have to pay for repairs if you choose to have it fixed.

After giving us the run around and pretty awful customer service for over a month we purchased a Dell instead of spending \$300 to repair a two month old Lenovo that we purchased for \$600 in March.



DillonsDaddy
Paper Tape

2021-07-13 11:32:14

Re:Faulty Hinge On Lenovo Laptop

Posts: 9
Registered: 2021-06-03 10:29:27
Location: United States of America
Views: 35
Message 17 of 51

Too late!

I notified you folks about my faulty hinge and was asked to send in pictures. I did and the response I received back was:

Dear Customer,

"Thank you for contacting Lenovo Warranty Support through E-Ticket. We apologize for the inconvenience you've experienced. Please consider reading this message as a response to your request online.

Upon checking on your issue, this kind of damage is something that we can consider as physical damage or an accidental damage on the computer. The current warranty entitlement of the machine registered appears to be a standard warranty only, which means it only covers the hardware failures on the machine. When a warranty is identified to be standard, it means it does not actually cover any kind of physical or accidental damage.

This damage on the PC does not void the warranty entitlement and as an option, **we can still offer warranty claim and have this machine repaired; however, this is going to be a billable repair, our technicians will send the billable quotation after diagnosing the extent of damage. Furthermore, the repair will only proceed once the charges has been settled. With regards to the estimation of the price, we cannot exactly drop a specific amount as it will depend on the technicians who will be working on the computer.**

As a second option, you may choose to approach a local technician in your area to take a physical look on your machine then. If you want to proceed with a billable warranty service, you may directly call us at **1-877-453-6686** or request for a prioritized callback at www.lenovo.com/contact to further inform you about the repair process."

Regards,

In doing more research I found that there were hundreds of others who had experienced the same problem and were told the same thing.

Since I could see that this was differently a faulty hinge problem and Lenovo wasn't going to stand behind it. I had my computer repaired on my own.

Also, in my research I discovered that there is now a class action against IBM/Lenovo for said problem.

Sorry, but taking two months to decide that NOW you want to offer a repair... it's too late.

I had two options. Pay to have it repaired or go purchase a new DELL laptop, because I wasn't going to purchase from a company that won't stand behind it's product.

Thanks, but no thanks! It's fixed now, and not on any account of IBM/Lenovo

20. The quoted cost of repairs that individuals received ran in the low hundreds.

21. Consumers often opt to just use temporary remedies, like duct tape or glue to hold the loosened or detached parts together, service their devices at third-parties, or repair the issues by themselves at home using online tutorials and replacement parts.

22. Others choose to instead purchase new computers from Defendant's competitors.

23. Laptops made with hinges that can withstand normal and intended use, capable of functioning reliably and remaining in proper working condition for years to come, are available to consumers and are not technologically or commercially unfeasible.

II. CONCLUSION

24. Defendant makes other representations and omissions with respect to the Product which are false and misleading.

25. Had Plaintiff and proposed class members known the truth, they would not have bought the Product or would have paid less for it.

26. As a result of the false and misleading representations, the Product is sold at a premium price, approximately no less than \$299.00, excluding tax and sales, higher than similar products, represented in a non-misleading way, and higher than it would be sold for absent the misleading representations and omissions.

JURISDICTION AND VENUE

27. Jurisdiction is proper pursuant to Class Action Fairness Act of 2005 ("CAFA"). 28 U.S.C. § 1332(d)(2).

28. The aggregate amount in controversy exceeds \$5 million, including any statutory damages, exclusive of interest and costs.

29. Plaintiff is a citizen of Florida.

30. Defendant is a Delaware corporation with a principal place of business in North Carolina.

31. The class of persons Plaintiff seeks to represent includes persons who are citizens of different states from which Defendant is a citizen.

32. The members of the class Plaintiff seeks to represent are more than 100, because the Product have been sold for several years, with the representations described here, in hundreds of locations across the States covered by Plaintiff's proposed classes.

33. The Product is available to consumers from office supply stores, warehouse club stores, big box stores, and online.

34. Venue is in this District with assignment to the Tampa Division because Plaintiff resides in this District and a substantial part of the events or omissions giving rise to these claims occurred in Pinellas County, including Plaintiff's purchase and/or use of the Product and awareness and/or experiences of and with the issues described here.

PARTIES

35. Plaintiff Alex Volinsky is a citizen of Clearwater, Pinellas County, Florida.

36. Defendant Lenovo (United States) Inc. is a Delaware corporation with a principal place of business in Morrisville, Wake County, North Carolina.

37. Products under the Lenovo brand have an industry-wide reputation for innovation, quality, and value.

38. The Product is available to consumers from office supply stores, warehouse club stores, big box stores, and online.

39. Plaintiff purchased the Product on one or more occasions within the statutes of limitations for each cause of action alleged, from lenovo.com, in 2019.

40. Plaintiff bought the Product because he believed and expected that it would function reliably and be free of flaws, damage, and structural deficiencies for many years, subject to normal and intended use, because that is what the representations and omissions said and implied.

41. Plaintiff seeks to purchase laptops which function reliably and remain free of flaws,

damage, and structural deficiencies for many years, subject to normal and intended use.

42. Plaintiff relied on the words, descriptions, statements, omissions, claims, and instructions, made by Defendant or at its directions, in digital, print and/or social media, which accompanied the Product and separately, through in-store, digital, audio, and print marketing.

43. Plaintiff bought the Product at or exceeding the above-referenced price.

44. Plaintiff paid more for the Product than he would have had he known the representations and omissions were false and misleading, or would not have purchased it.

45. The value of the Product that Plaintiff purchased was materially less than its value as represented by Defendant.

46. Plaintiff chose between Defendant's Product and products represented similarly, but which did not misrepresent their attributes, features, and/or components.

47. Plaintiff intends to, seeks to, and will purchase the Product again when he can do so with the assurance the Product's representations are consistent with its abilities, attributes, and/or composition.

48. Plaintiff is unable to rely on the representations not only of this Product, but other similar laptop computers, because he is unsure whether those representations are truthful.

CLASS ALLEGATIONS

49. Plaintiff seeks certification under Fed. R. Civ. P. 23 of the following classes:

Florida Class: All persons in the State of Florida who purchased the Product during the statutes of limitations for each cause of action alleged; and

Consumer Fraud Multi-State Class: All persons in the States of Alabama, Kentucky, Louisiana, Mississippi, and Tennessee who purchased the Product during the statutes of limitations for each cause of action alleged.

50. Common questions of issues, law, and fact predominate and include whether

Defendant's representations were and are misleading and if Plaintiff and class members are entitled to damages.

51. Plaintiff's claims and basis for relief are typical to other members because all were subjected to the same unfair, misleading, and deceptive representations, omissions, and actions.

52. Plaintiff is an adequate representative because his interests do not conflict with other members.

53. No individual inquiry is necessary since the focus is only on Defendant's practices and the class is definable and ascertainable.

54. Individual actions would risk inconsistent results, be repetitive and are impractical to justify, as the claims are modest relative to the scope of the harm.

55. Plaintiff's counsel is competent and experienced in complex class action litigation and intends to protect class members' interests adequately and fairly.

56. Plaintiff seeks class-wide injunctive relief because the practices continue.

CAUSES OF ACTION

COUNT I

Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, et seq.

57. Plaintiff incorporates by reference preceding paragraphs 1-26.

58. Plaintiff brings this claim on his own behalf and on behalf of each member of the Florida Class.

59. Defendant violated and continues to violate Florida's Deceptive and Unfair Trade Practices Act by engaging in unfair methods of competition, unconscionable acts and practices, and unfair and deceptive acts and practices in the conduct of its business.

60. Defendant misrepresented the Product through statements, omissions, ambiguities,

half-truths and/or actions, that it would function reliably and be free of flaws, damage, and structural deficiencies for many years, subject to normal and intended use.

61. The material misstatements and omissions alleged herein constitute deceptive and unfair trade practices, in that they were intended to and did deceive Plaintiff and the general public into believing that the Product would function reliably and be free of flaws, damage, and structural deficiencies for many years, subject to normal and intended use.

62. Plaintiff and class members relied upon these representations in deciding to purchase the Product.

63. Plaintiff's reliance was reasonable because of Defendant's reputation as a trusted and reliable company, known for its high-quality electronics, honestly marketed to consumers.

64. Plaintiff and class members would not have purchased the Product or paid as much if the true facts had been known, suffering damages.

65. Defendant's conduct offends established public policy and is immoral, unethical, oppressive, and unscrupulous to consumers.

66. Plaintiff and class members are entitled to damages in an amount to be proven at trial.

67. Defendant should also be ordered to cease its deceptive advertising and should be made to engage in a corrective advertising campaign to inform consumers that the Product does not function reliably or remain free of flaws, damage, or structural deficiencies for many years, even when subject to normal and intended use.

COUNT II

Violation of State Consumer Fraud Acts **(Consumer Fraud Multi-State Class)**

68. Plaintiff incorporates by reference preceding paragraphs 1-26.

69. The Consumer Fraud Acts of the States in the Consumer Fraud Multi-State Class are similar to the consumer protection statute invoked by Plaintiff and prohibit the use of unfair or deceptive business practices in the conduct of commerce.

70. The members of the Consumer Fraud Multi-State Class reserve their rights to assert their consumer protection claims under the Consumer Fraud Acts of the States they represent and/or the consumer protection statute invoked by Plaintiff.

71. Defendant intended that members of the Consumer Fraud Multi-State Class would rely upon its deceptive conduct, which they did, suffering damages.

COUNT III

False and Misleading Advertising, **Fla. Stat. § 817.41**

72. Plaintiff incorporates by reference preceding paragraphs 1-26.

73. Plaintiff brings this claim on his own behalf and on behalf of each member of the Florida Class.

74. Defendant made numerous misrepresentations of material fact, that the Product would function reliably and be free of flaws, damage, and structural deficiencies for many years, subject to normal and intended use, through its advertisements and marketing, through various forms of media, product descriptions distributed to resellers, and targeted digital advertising.

75. Defendant's false and deceptive representations and omissions are material in that they are likely to influence consumer purchasing decisions.

76. Defendant knew that these statements were false.

77. Defendant intended for consumers to rely on its false statements for the purpose of selling the Product.

78. Plaintiff and class members did in fact rely upon these statements.

79. Reliance was reasonable and justified because of Defendant's reputation as a trusted and reliable company, known for its high-quality electronics, honestly marketed to consumers.

80. As a result of Defendant's misrepresentations, Plaintiff and class members suffered damages in the amount paid for the Product.

81. Plaintiff and class members are entitled to damages and injunctive relief as set forth above.

COUNT IV

Breaches of Express Warranty, Implied Warranty of Merchantability/Fitness for a Particular Purpose and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.

82. Plaintiff incorporates by reference preceding paragraphs 1-26.

83. The Product was manufactured, identified, marketed, distributed, and sold by Defendant and expressly and impliedly warranted to Plaintiff that it would function reliably and be free of flaws, damage, and structural deficiencies for many years, subject to normal and intended use.

84. Defendant directly marketed the Product to Plaintiff through its advertisements and marketing, through various forms of media, product descriptions distributed to resellers, and targeted digital advertising.

85. Defendant knew the product attributes that potential customers like Plaintiff were seeking and developed its marketing to directly meet those needs and desires.

86. Defendant's representations about the Product were conveyed in writing and promised it would be defect-free, and Plaintiff understood this meant that it would function reliably and be free of flaws, damage, and structural deficiencies for many years, subject to normal and intended use.

87. Defendant's representations affirmed and promised that the Product would function reliably and be free of flaws, damage, and structural deficiencies for many years, subject to normal and intended use.

88. Defendant described the Product so Plaintiff believed it would function reliably and be free of flaws, damage, and structural deficiencies for many years, subject to normal and intended use, which became part of the basis of the bargain that it would conform to its affirmations and promises.

89. Defendant had a duty to disclose and/or provide non-deceptive descriptions and marketing of the Product.

90. This duty is based on Defendant's outsized role in the market for this type of Product, a trusted company, known for its high-quality electronics.

91. Plaintiff recently became aware of Defendant's breach of the Product's warranties.

92. Plaintiff provided or provides notice to Defendant, its agents, representatives, retailers, and their employees that it breached the Product's warranties.

93. Defendant received notice and should have been aware of these issues due to complaints by third-parties, including regulators, competitors, and consumers, to its main offices, and by consumers through online forums.

94. The Product did not conform to its promises or affirmations of fact due to Defendant's actions.

95. The Product was not merchantable because it was not fit to pass in the trade as advertised, not fit for the ordinary purpose for which it was intended and did not conform to the promises or affirmations of fact made in marketing or advertising, because it was marketed as if it would function reliably and be free of flaws, damage, and structural deficiencies for many years,

subject to normal and intended use.

96. The Product was not merchantable because Defendant had reason to know the particular purpose for which the Product was bought by Plaintiff, because he expected it would function reliably and be free of flaws, damage, and structural deficiencies for many years, subject to normal and intended use, and he relied on Defendant's skill and judgment to select or furnish such a suitable product.

COUNT V

Negligent Misrepresentation

97. Plaintiff incorporates by reference preceding paragraphs 1-26.

98. Defendant had a duty to truthfully represent the Product, which it breached.

99. This duty was non-delegable, and based on Defendant's position, holding itself out as having special knowledge and experience in this area, a trusted company, known for its high-quality electronics.

100. Defendant's representations and omissions went beyond the specific representations made in marketing, and incorporated the extra-labeling promises and commitments to quality, transparency and putting customers first, that it has been known for.

101. These promises were outside of the standard representations that other companies may make in a standard arms-length, retail context.

102. The representations took advantage of consumers' cognitive shortcuts made at the point-of-sale and their trust in Defendant.

103. Plaintiff reasonably and justifiably relied on these negligent misrepresentations and omissions, which served to induce and did induce, his purchases of the Product.

COUNT VI

Fraud
(Fed. R. Civ. P. 9(b) Allegations)

104. Plaintiff incorporates by reference preceding paragraphs 1-26.

105. Defendant misrepresented and/or omitted the attributes and qualities of the Product, that it would function reliably and be free of flaws, damage, and structural deficiencies for many years, subject to normal and intended use.

106. The records Defendant is required to maintain, and/or the information inconspicuously disclosed to consumers, provided it with actual and constructive knowledge of the falsity and deception, through statements and omissions.

107. Rule 9(b) of the Federal Rules of Civil Procedure provides that “[i]n alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake.”

108. To the extent necessary, as detailed in the paragraphs above and below, Plaintiff has satisfied the requirements of Rule 9(b) by establishing the following elements with sufficient particularity.

109. WHO: Defendant, Lenovo (United States) Inc., made material misrepresentations and/or omissions of fact in its advertising and marketing of the Product by representing that the Product would function reliably and be free of flaws, damage, and structural deficiencies for many years, subject to normal and intended use.

110. WHAT: Defendant’s conduct here was and continues to be fraudulent because it has the effect of deceiving consumers into believing that the Product would function reliably and be free of flaws, damage, and structural deficiencies for many years, subject to normal and intended use.

111. Defendant omitted from Plaintiff and class members that the Product does not

function reliably or remain free of flaws, damage, or structural deficiencies for many years, even when subject to normal and intended use.

112. Defendant knew or should have known this information is material to all reasonable consumers and impacts consumers' purchasing decisions.

113. Yet, Defendant has and continues to represent that the Product will function reliably and be free of flaws, damage, and structural deficiencies for many years, subject to normal and intended use.

114. WHEN: Defendant made material misrepresentations and/or omissions detailed herein, including that the Product would function reliably and be free of flaws, damage, and structural deficiencies for many years, subject to normal and intended use, continuously throughout the applicable Class period(s).

115. WHERE: Defendant's material misrepresentations and omissions, that the Product would function reliably and be free of flaws, damage, and structural deficiencies for many years, subject to normal and intended use, were located in the advertising and marketing of the Product, through statements like, "With military-grade durability, the 14w can more than handle the bumps and knocks of everyday life," and "Reinforced ports & hinges," which instantly catch the eye of all reasonable consumers, including Plaintiff, at the point of sale in every transaction.

116. The Product is sold in office supply stores, warehouse club stores, big box stores, and online.

117. HOW: Defendant made written and visual misrepresentations in the advertising and marketing of the Product, that it would function reliably and be free of flaws, damage, and structural deficiencies for many years, subject to normal and intended use.

118. As such, Defendant's representations are false and misleading.

119. And as discussed in detail throughout this Complaint, Plaintiff and class members read and relied on Defendant's representations and omissions before purchasing the Product.

120. WHY: Defendant misrepresented that the Product would function reliably and be free of flaws, damage, and structural deficiencies for many years, subject to normal and intended use, for the express purpose of inducing Plaintiff and class members to purchase the Product at a substantial price premium.

121. As such, Defendant profited by selling the misrepresented Product to at least hundreds of consumers throughout the nation.

COUNT VII

Unjust Enrichment

122. Plaintiff incorporates by reference preceding paragraphs 1-26.

123. Defendant obtained benefits and monies because the Product was not as represented and expected, to the detriment and impoverishment of Plaintiff and class members, who seek restitution and disgorgement of inequitably obtained profits.

JURY DEMAND AND PRAYER FOR RELIEF

Plaintiff demands a jury trial on all issues.

WHEREFORE, Plaintiff prays for judgment:

1. Declaring this a proper class action, certifying Plaintiff as representative and the undersigned as counsel for the class;
2. Entering preliminary and permanent injunctive relief by directing Defendant to correct the challenged practices to comply with the law;
3. Awarding monetary, statutory and/or punitive damages and interest;
4. Awarding costs and expenses, including reasonable fees for Plaintiff's attorneys and experts; and

5. Other and further relief as the Court deems just and proper.

Dated: February 6, 2023

Respectfully submitted,

/s/ William Wright

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515 N Flagler Dr Ste P-300
West Palm Beach FL 33401
(561) 514-0904
willwright@wrightlawoffice.com

Sheehan & Associates, P.C.
Spencer Sheehan (*Pro Hac Vice* forthcoming)
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Great Neck NY 11021
(516) 268-7080
spencer@spencersheehan.com

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Alex Volinsky, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Pinellas (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

The Wright Law Office, P.A., 515 N Flagler Dr Ste P-300 West Palm Beach FL 33401-4326, (561) 514-0904

DEFENDANTS

Lenovo (United States) Inc.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions .

Table with 5 main categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Each category contains a list of specific suit types with checkboxes.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332. Brief description of cause: False advertising

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE February 6, 2023 SIGNATURE OF ATTORNEY OF RECORD /s/William Wright

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the
Middle District of Florida

Alex Volinsky, individually and on behalf of all
others similarly situated,

Plaintiff(s)

v.

Lenovo (United States) Inc.,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Lenovo (United States) Inc.
c/o The Corporation Trust Company
1209 N Orange St
Wilmington DE 19801-1120

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are: William Wright, The Wright Law Office, P.A., 515 N Flagler Dr Ste P-300 West
Palm Beach FL 33401-4326, (561) 514-0904

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: