

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DYLAN BASHAW, DANIEL RICE,
and ELIJAH SCHIMKEWITSCH,
individually and behalf of all others
similarly situated,

Plaintiffs,

v.

MSI COMPUTER CORP.,

Defendants.

Case No. _____

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiffs Dylan Bashaw, Daniel Rice, and Elijah Schimkewitsch (“Plaintiffs”) file this Class Action Complaint (“Complaint”) bringing this consumer class action for themselves and on behalf of those similarly situated (excluding purchasers in California) who purchased any of the 2020 or later models of the G series of laptops (i.e., the GV, GF, GL, GP, GE, and GS models), as well as its Prestige, Creator, Stealth, Summit, Katana, and Delta laptop lines (the “Laptops”). The Laptops were designed, manufactured, distributed, and sold by Defendant MSI Computer Corp. (“MSI”). This action seeks to remedy violations of law in connection with Defendant’s design, manufacture, marketing, advertising, selling, warranting, and servicing of the Laptops. The following allegations are based on personal knowledge as to Plaintiffs’ own conduct and on the investigation conducted by their counsel and upon information and belief.

INTRODUCTION AND SUMMARY OF ACTION

1. Unbeknownst to consumers, the Laptops are designed and manufactured with a common inherent defect in that, over time, the Laptops’ display hinges prematurely and

unexpectedly crack and fail at their poorly secured mounting points and eventually detach from the display (the “Defect”).

2. 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 and appropriately tensioned. 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.

3. The Laptops are doomed to fail after a short number of open-close cycles due primarily to the use of fragile plastic mounting points to connect the hinge anchors to the interior of the top case. Importantly, the plastic mounting points are subject to undue amounts of stress due to MSI’s use of overly tight hinge joints and its failure to ensure that hinge screws are uniformly tightened. Excessive stress accelerates the deterioration of the plastic mounting points. Thus, over a relatively short amount of time, opening and closing a Laptop fractures and deforms this plastic, causing the hinge anchors to detach from the top case.

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

5. When a hinge fails, opening or closing the Laptop places pressure on proximate components and causes further damage to the Laptop. Such damage includes cracking the plastic

casing and/or screen bezel, damaging the display, detaching the display from the base, and preventing the display from properly opening, closing, and/or holding their display angle. These symptoms typically worsen each time the Laptop is opened or closed, as opening or closing a Laptop causes the detached hinge to exert pressure against the Laptop's plastic casing. A detached hinge is also typically unable to properly support the display in an open position, meaning the user is unable to use their Laptop with the display open.

6. As shown below, in some cases, the Defect causes the display to completely detach from the base.



Figure 1: Fully Detached Hinge Due to Defect.¹

7. The Defect thus impacts the user's ability to (1) open the Laptop to utilize the device in an open position, and (2) close or transport the laptop. Moreover, the Defect causes damage to other components of the Laptop. The Defect renders the Laptops partially or wholly

¹ *Display broke off on of the hinges?*, Reddit.com, available at https://www.reddit.com/r/MSILaptops/comments/vii2yr/display_broke_off_on_of_the_hinges/

unusable and, consequently, not fit for their intended purpose as functioning, compact, portable computers.

8. MSI has long been aware of the Defect in the Laptops. Despite its knowledge of this issue stemming from (1) its own quality control and internal testing, (2) repair and warranty data, including orders for replacement hinges, (3) complaints made directly to MSI in person, over the phone, and online submissions, (4) complaints posted online and on its own forums, and (5) online reputation management, MSI's laptop computers are covered by a limited warranty (the "Limited Warranty"), which warrants that the Laptops are free of defects in material and/or workmanship and that MSI will repair the product. If it is unable to repair the product, MSI warrants that it will replace or refund the purchase.

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

10. According to Plaintiffs and other owners of the Laptops who have experienced the Defect, the Defect is not a result of dropping the Laptop, using it roughly, or other user error. 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.

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

12. These 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 Laptops.

13. Many consumers complaining to MSI about the Defect were told that the issue was caused by user error and that MSI refused to provide complementary repair under the Limited Warranty. Many consumers who have attempted to secure replacements or repairs have been rebuffed by MSI, often forced to pay out of pocket between \$300 and \$500 for repairs or to secure replacements without MSI's assistance. Others who have secured repairs or replacements from MSI have quickly experienced the problem reappearing on the repaired or replaced Laptop, or in the next iteration of Laptop purchased.

14. Despite being aware of the cause of the Defect, MSI and its representatives have often engaged in, or directed frustrated customers to engage in, ineffective repair methods. Many customers who attempted to exercise their rights under the warranty were told the hinge problems were the result of user error or a hardware problem and were instructed to order and install replacement hinges from MSI, which did not fix the Defect. MSI also often charges consumers the costs of repairs covered by the Warranty and for the costs of transportation to and from MSI's repair centers—many customers have reported that they opted against getting necessary repairs due to the exorbitant costs and/or waiting periods quoted by MSI. And when MSI accepted a 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. But all Laptop purchasers paid premium prices for these warranty services, the value of which was reflected in the market price of the Laptops at the point of sale. As such, all Laptop purchasers paid more for

their Laptops than they would have, had the inefficacy, delay, and cost of using Defendant's warranty repair program been disclosed to consumers.

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

16. Despite their knowledge of the Defect, Defendant represented to consumers that the Laptops were premium portable computers—some with “military-grade durability.”² In fact, Defendant represented that many of the Laptops had been subject to “1900 strict tests . . . throughout the production process as a way to provide gamers the best gaming experience.”³ Defendant assured consumers that “[r]eliability matters for your laptop. Ruggedness, reliability and durability are what a laptop should be. To provide the best in Laptops for all kinds of professionals, MSI laptops go through tremendous rigorous tests. Tailored for professional minds and exploratory spirit, MSI laptops support you as you pursue your passions.”⁴ Likewise, Defendant claimed that a subset of the Laptops met “the MIL-STD-810G military standard for reliability and durability.”⁵ Defendant's promotional materials, including its website and brochures, displayed the images below:

² See, e.g., MSI.com, available at [MSI MIL-STD 810G Grade Laptops](#) (last accessed July 2, 2025).

³ *Business & Productivity Laptops*, MSI.com, available at https://download.msi.com/archive/mnu_exe/pdf/2020-Q2-Brochure.pdf (last accessed Jan. 31, 2024).

⁴ *Id.*

⁵ See, e.g., MSI.com, available at [MSI MIL-STD 810G Grade Laptops](#) (last accessed July 2, 2025).



Military-Grade Durability

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



Reliability Matters for Your Laptop

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

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

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

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

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

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

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

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

24. As a direct and proximate result of MSI's unfair, deceptive, and fraudulent business practices, owners of the Laptops, including Plaintiffs, have suffered injury in fact and actual damages including: (1) an ascertainable loss of money and/or property and/or value, including that their Laptops are unreliable and/or unusable for their intended purposes; (2) out-of-pocket expenditures for the replacement and attempted repairs of the Laptops; (3) time wasted attempting to repair the Defect; and (4) the failure to receive the benefit of the bargain in their purchases of the Laptops.

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

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

27. 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.

28. Accordingly, Plaintiffs bring this consumer class action seeking monetary damages and injunctive relief for Plaintiffs and members of the Class (defined below) to redress MSI's violations of the New York General Business Law §§ 349 and 350, and other statutes and common law obligations.

PARTIES

29. As explained below, Plaintiffs are individual citizens of the United States and bring this action on behalf of themselves and all members of the putative class.

30. Defendant MSI Computer Corp., is a California corporation with its headquarters located at 901 Canada Court, City of Industry, CA 91748. MSI Computer Corp. is a wholly-owned subsidiary of Micro-Star International Co., Ltd., a Taiwanese corporation, which earned nearly \$6 billion in revenues worldwide. MSI is in the business of “[s]ales and maintenance of computers and electronic components.”⁶

31. Defendant MSI utilizes the website <https://us.msi.com/> and its related webpages, as well as resellers, to market and sell personal computers and related products directly to consumers throughout the United States. MSI does business in New York and other states across the country.

JURISDICTION AND VENUE

32. This Court has personal jurisdiction because MSI maintains sufficient contacts in New York and otherwise intentionally avails itself of the markets within New York through the promotion, sale, marketing, and distribution of the Laptops in New York. Additionally, Defendant

⁶ *Micro-Star International Co., Ltd. And Subsidiaries Consolidated Financial Statements And Independent Auditors' Review Report March 31, 2021 And 2020*, at 13, available at https://storage-asset.msi.com/file/pdf/investor/financial/110Q1_2377_AIA.pdf (last visited Mar. 29, 2023).

maintains a website that serves its U.S. customers and ships its products to New York. These elements render the exercise of jurisdiction by the Court proper and necessary as MSI is “at home” in New York.

33. This Court has subject matter jurisdiction over all of Plaintiff’s claims under 28 U.S.C. § 1332(d)(2) because (a) there are 100 or more class members, (b) at least one Class member is a citizen of a state that is diverse from Defendant’s citizenship, and (c) the matter in controversy exceeds \$5,000,000, exclusive of interest and costs.

34. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of the events giving rise to the Class’s claims occurred in this District.

PLAINTIFFS’ SPECIFIC ALLEGATIONS

A. Plaintiff Dylan Bashaw

37. Plaintiff Dylan Bashaw (“Mr. Bashaw”) is a citizen of New York and resided in Oneonta, New York, at the time of purchase.

38. In or around October 2021, Mr. Basha purchased an MSI Delta 15 DELTA15001 from Best Buy for \$1,299.99.

39. In December 2022, when Mr. Bashaw had been using his Laptop for just over one year, he noticed the Laptop hinges were stiff and made a creaking noise. Later that same afternoon, the right hinge cracked the top screen panel after closing and opening the Laptop once. Within a few months, the right hinge became completely detached from the Laptop screen. As such, Mr. Bashaw’s Laptop cannot be transported and has been rendered wholly unusable as a portable computer.

40. Mr. Bashaw did not contact MSI for repair or refund because the Laptop's warranty had expired. In addition, based on what he saw from consumers online, he thought MSI would be unlikely to assist him.

41. A picture of Mr. Bashaw's Laptop is below:

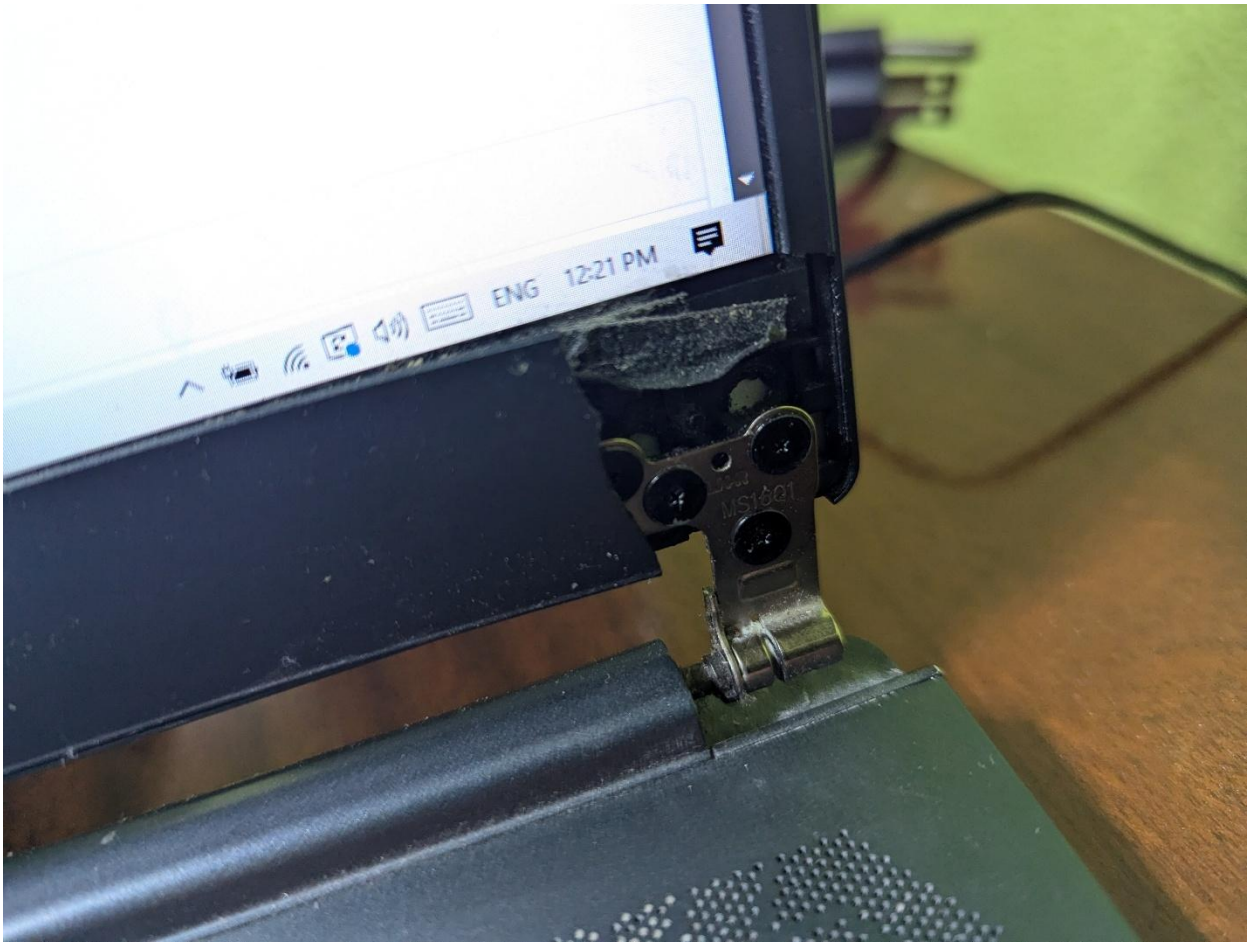


Figure 2: Plaintiff Bashaw's Damaged Laptop

42. Mr. Bashaw used and maintained his laptop in a manner typical of a reasonable consumer.

43. Mr. Bashaw was unaware of, and lacked a reasonable means of discovering, the Defect.

44. Had Mr. Bashaw been told of the Defect and the deceptive manner in which MSI (a) concealed the Defect and (b) misrepresented the quality, durability, and portability of the

Laptops, and (c) either refused to honor its written Warranty or imposed unreasonable costs or barriers to prevent Mr. Bashaw from availing himself of the Warranty, he would not have purchased a Laptop.

B. Plaintiff Daniel Rice

46. Plaintiff Daniel Rice (“Mr. Rice”) is a citizen of New York and resided in Harrison, New York, at the time of purchase.

47. In or around June 2021, Mr. Rice purchased a Modern14 B10RASW-078 for his daughter from Newegg for \$1,002.38. With the Laptop, he purchased a two-year warranty from Newegg through Allstate for \$159.99.

48. After Mr. Rice’s daughter had been using her Laptop for approximately two years, one of the hinges detached from the screen’s panel.

49. In or around May 2023, Mr. Rice sent his daughter’s Laptop to Newegg for repair. Her Laptop was successfully repaired and returned to her.

50. In or around December 2021, Mr. Rice purchased a SummitE14A11SCS-088 for his own use from Newegg for \$1,657. With the Laptop, he purchased a two-year warranty from Newegg through Allstate for \$199.99.

51. In or around March 2023, after Mr. Rice had been using his laptop for just over one year, the right hinge detached completely from the screen’s panel. Over time, the left hinge also detached completely from the screen’s panel.

52. In March 2023, Mr. Rice sent his Laptop to Newegg for repair, but shortly after it was repaired, the hinge broke again. Mr. Rice sent his Laptop to Newegg for repair again in July 2023, but at that time, Newegg informed him that his Laptop was unfixable. Newegg kept his laptop and refunded him.

53. Mr. Rice and his daughter used and maintained their laptops in a manner typical of a reasonable consumer.

54. Mr. Rice was unaware of, and lacked a reasonable means of discovering, the Defect.

C. Had Mr. Rice been told of the Defect and the deceptive manner in which MSI (a) concealed the Defect and (b) misrepresented the quality, durability, and portability of the Laptops, he would not have purchased a Laptop for himself or for his daughter, or would have paid substantially less for them. **Plaintiff Elijah Schimkewitsch**

57. Plaintiff Elijah Schimkewitsch (“Mr. Schimkewitsch”) is a citizen of New York and resided in Queens, New York, at the time of purchase.

58. In or around December 2020, Mr. Schimkewitsch purchased an MSI GL63 BRE-629 from Newegg for \$1,049.

59. In early 2022, after Mr. Schimkewitsch had been using his laptop for just over one year, he noticed the right hinge had become stiff and the laptop was more difficult to open and close. Shortly after the stiffness manifested, the plastic housing of the right hinge began rubbing and cracking, and eventually detached completely from the screen’s panel, causing it to float on one side. As such, Mr. Schimkewitsch’s laptop cannot be transported and has been rendered wholly unusable as a portable computer.

60. Mr. Schimkewitsch contacted MSI for a repair or refund, but MSI advised Mr. Schimkewitsch to find an independent repair shop and pay for it on his own.

61. Pictures of Mr. Schimkewitsch's laptop are below:





Figures 3, 4, 5: Plaintiff Schimkewitsch's Damaged Laptop

62. Mr. Schimkewitsch used and maintained his Laptop in a manner typical of a reasonable consumer.

63. Mr. Schimkewitsch was unaware of, and lacked a reasonable means of discovering, the Defect.

64. Had Mr. Schimkewitsch been told of the Defect and the deceptive manner in which MSI (a) concealed the Defect, (b) misrepresented the quality, durability, and portability of the Laptops, and (c) either refused to honor its written Warranty or imposed unreasonable costs or barriers to prevent Mr. Schimkewitsch from availing himself of the Warranty, he would not have purchased a Laptop, or would have paid substantially less for it.

65. Mr. Schimkewitsch remains interested in purchasing another MSI laptop in the future and would consider doing so if he felt confident that MSI would correct the problems discussed herein and throughout the Complaint.

STATEMENT OF FACTS

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

67. Unlike many computer manufacturers, MSI is largely vertically integrated in that “it owns the entire chain from production plants to sell-through.”⁷ MSI designs, develops, and manufactures its computer hardware and components from its headquarters in Taiwan and its factories in China.

68. MSI bills itself as a computer company that caters to “gamers,” or consumers who purchase laptops for the purpose of playing video games. According to one associate marketing manager at MSI, “what separates the MSI brand from other companies is that it’s always been

⁷ John Gaudiosi, *How MSI Is Delivering A Powerful ESports Experience*, AListDaily.com (Mar. 28, 2017), available at <https://www.alistdaily.com/strategy/msi-delivering-powerful-esports-experience/> (last accessed Jan. 31, 2024).

focused on gamers.”⁸ Defendant targets the gamer market by touting their gamer-friendly “hardware and manufacturing process” and has sponsored eSports teams, or professional gamers, since 2008 because “[m]arketing to these teams speaks directly to the customers we’re trying to target.”⁹ MSI has also hosted an international gaming event since 2010.¹⁰ Defendant now calls itself “the most trusted name in gaming and eSports.”¹¹

69. The majority of MSI’s laptops are marketed to gamers. The largest segment of their laptop offerings belongs to the “G series,” so-called because they are designed to cater to the needs of gamers. The G series can be subdivided into at least seven tiers comprised of the GV, GF, GL, GP, GE, GS, and GT models.¹² MSI appears to have begun transitioning its naming conventions away from the use of two letter prefixes in favor of named lines. Several of the G series laptop lines have adopted combination names (i.e., the Titan GT Series, Raider GE Series, or Vector GP Series), while the remainder are now known only by their new names (i.e., the Stealth (formerly GS Series), Crosshair / Pulse (formerly GL Series), Sword / Katana (formerly GF Series) and Cyborg (formerly Thin GF Series). MSI also has three other lines of gaming laptops, including the Delta released in 2021.

⁸ *Id.*

⁹ *Id.*

¹⁰ *Evil Geniuses Win Msi Beat It 2010*, HLTV.org (Jun. 9, 2010), available at <https://www.hltv.org/news/5203/evil-geniuses-win-msi-beat-it-2010> (last accessed Jan. 31, 2024).

¹¹ *MSI Vision*, MSI.com, available at <https://us.msi.com/about/profile#:~:text=As%20a%20world%20leading%20gaming,in%20our%20products%20in%20return> (last accessed Jan. 31, 2024).

¹² *See MSI Gaming Laptop Naming Explained*, MSI.com (Jun. 14, 2019), available at <https://www.msi.com/blog/msi-gaming-laptop-naming-explained> (last accessed Jan. 31, 2024).

70. Since the mid-to-late 2010s, MSI has also ventured outside of the gamer market with several laptop lines intended for business and/or creative users, including the Prestige and Creator lines.¹³

71. MSI first ventured into the U.S. gaming laptop market in the mid-2000s with the release of the several G series computers.¹⁴ Since that time, MSI has released dozens of G series laptops. All of these laptops sell at a premium. The most recent basic version of the lower tier models (e.g., the GF) retails for around \$1,000, while the most recent basic version of the highest tier model (the GT) retails for around \$4,000. The Delta gaming laptop retailed for around \$1,499.

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

73. Defendant justifies these price premiums, in part, based on its representations to consumers that it has years of experience in the manufacture of computers and is in effect an expert in the manufacture, design, and use of computers. For example, MSI claims that it is “[c]ommitted to advancing user experiences through the finest product quality,” and “has devoted countless resources into research and development not only to pursue innovative features, but also to ensure ultimate stability.”¹⁵

¹³ Hilbert Hagedoorn, *MSI Outs Business Laptops and New MSI Logo*, Guru3D.com (2021), available at <https://www.guru3d.com/story/msi-outs-business-laptops-and-new-msi-logo> (last accessed Jan. 31, 2024); Jeremy Hellstrom, *MSI Announces New Premium Notebook Designed For Content Creators – The P65*, PCper.com (Aug. 31, 2018), available at <https://pcper.com/2018/08/msi-announces-new-premium-notebook-designed-for-content-creators-the-p65/> (last accessed Jan. 31, 2024).

¹⁴ See Darren Murph, *MSI's GX700 gives way to Intel 965PM and NVIDIA NB8P*, Engadget.com (Jan. 15, 2007), available at <https://www.engadget.com/2007-01-15-msis-gx700-gives-way-to-intel-965pm-and-nvidia-nb8p.html> (last accessed Jan. 31, 2024).

¹⁵ *Business & Productivity Laptops*, MSI.com, available at https://download.msi.com/archive/mnu_exe/pdf/2020-Q2-Brochure.pdf (last accessed Jan. 31, 2024).

74. Plaintiffs and Class members saw or heard these representations from Defendant about the Laptops prior to purchasing their Laptops, as well as the other representations detailed below.

75. MSI designed, manufactured, marketed, sold, and distributed the Laptops to tens of thousands of consumers in New York and throughout the United States.

A. MSI's Misleading Marketing of the Laptop

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

77. Defendant marketed, promoted, and sold the Laptops as portable and durable premium laptop computers.

78. Defendant's marketing materials repeatedly emphasized the mobility, portability, and durability of the Laptops. For example, Defendant made the following representations about the Laptops:

- MSI touted the “[u]ltra-[p]ortability” and “mobility” of the GS Stealth Series, describing it as “a great companion on-the-go,” and representing that it had a “premium chassis.”¹⁶ “Reinforced with a black metal chassis, the GS66 is perfected for daily travel uses.”¹⁷

¹⁶ *MSI Gaming Laptop Naming Explained*, MSI.com (Jun. 14, 2019), available at <https://www.msi.com/blog/msi-gaming-laptop-naming-explained> (last accessed Jan. 31, 2024).

¹⁷ *GS 66 Stealth Product Page*, MSI.com, available at <https://web.archive.org/web/20200626073357/https://us.msi.com/Laptop/GS66-Stealth-10SX> (Archived Jun 26, 2020) (last accessed Jan. 31, 2024).

- Defendant represented that the GE65 Raider offered “top-of-the-line specs,”¹⁸ stating that it “has what it takes to be a portable gaming laptop.”¹⁹
- Defendant described the GP65 Leopard and GL75 as “[w]ell-built device[s,]” and “lighter than previous models but still maintaining military-grade durability.”²⁰
- Defendant represented that the GF75 and 65 Thin Series are “[p]erformance made portable.”²¹
- Defendant represented that the Delta 15 has an “All-New Portable Design” and is a “lightweight laptop [...] ideal for gamers on the move.”²²
- Defendant represented the Titan 18 HX as having “powerful hardware, integrated into a sleek chassis that is less than an inch thick, enhances mobility, making it more efficient and versatile.”²³
- Defendant represented the Cyborg 15 as having a “thin and light body” that is “perfect for on-the-go gaming,” and that the “integration of aluminum material on cover guarantees a smooth, high-quality feel on first contact and keeps it light.”²⁴

¹⁸ *MSI Gaming Laptop Naming Explained*, MSI.com (Jun. 14, 2019), available at <https://www.msi.com/blog/msi-gaming-laptop-naming-explained> (last accessed Jan. 31, 2024).

¹⁹ *GS 66 Stealth Product Page*, MSI.com, available at https://web.archive.org/web/20211016060232/https://us-store.msi.com/Laptops/Gaming-Series/GE-Series?product_id=698 (archived Oct. 16, 2021) (last accessed Jan. 31, 2024).

²⁰ *Best mainstream gaming laptop!*, MSI.com (Jun. 20, 2019), available at <https://us.msi.com/news/detail/Bestmainstreamgaminglaptop114247> (last accessed Jan. 31, 2024).

²¹ *MSI Unveil New Laptops at “MSIology” Virtual Launch Event*, MSI.com (Jan. 14, 2021), available at <https://us.msi.com/news/detail/MSIUnveilNewLaptopsatMSIologyVirtualLaunchEvent121353> (last accessed Jan. 31, 2024).

²² *MSI Announces the Brand New AMD Advantage™ Edition Gaming Laptops with Latest Radeon™ RX 6000M Series Graphics*, MSI.com (Jul. 9, 2021), available at <https://us.msi.com/news/detail/MSIAnnouncetheBrandNewAMDAdvantageEditionGamingLaptopswithLatestRadeonRX6000MSeriesGraphics122219> (last accessed Jan. 31, 2024).

²³ *Titan 18 HX Product Page*, MSI.com, available at <https://us.msi.com/Laptop/Titan-18-HX-A14VX> (last accessed Feb. 22, 2024).

²⁴ *Cyborg 15 Product Page*, MSI.com, available at <https://us.msi.com/Laptop/Cyborg-15-AI-A1VX> (last accessed Feb. 22, 2024).

79. Defendant further provides assurances to customers regarding the Laptops' durability and MSI's pre-sale testing by stating that "[o]ver 1900 strict tests are run throughout the production process as a way to provide gamers the best gaming experience," and promises that "MSI laptops are built with state-of-the-art technology that promises quality and performance that has been continuously well-recognized by media and gamers around the world."²⁵

80. Likewise, Defendant explicitly touted the reliability and "Military-Grade Durability" of the business and creative laptop lines (e.g., the Prestige and Creator lines). For each of these models, Defendant claims that "[t]o pursue the best of the best, the product meets the MIL-STD-810G military standard for reliability and durability. MSI always strives for professionalism with world-leading technology."²⁶ Each of the product pages for these laptops also display the following image(s):



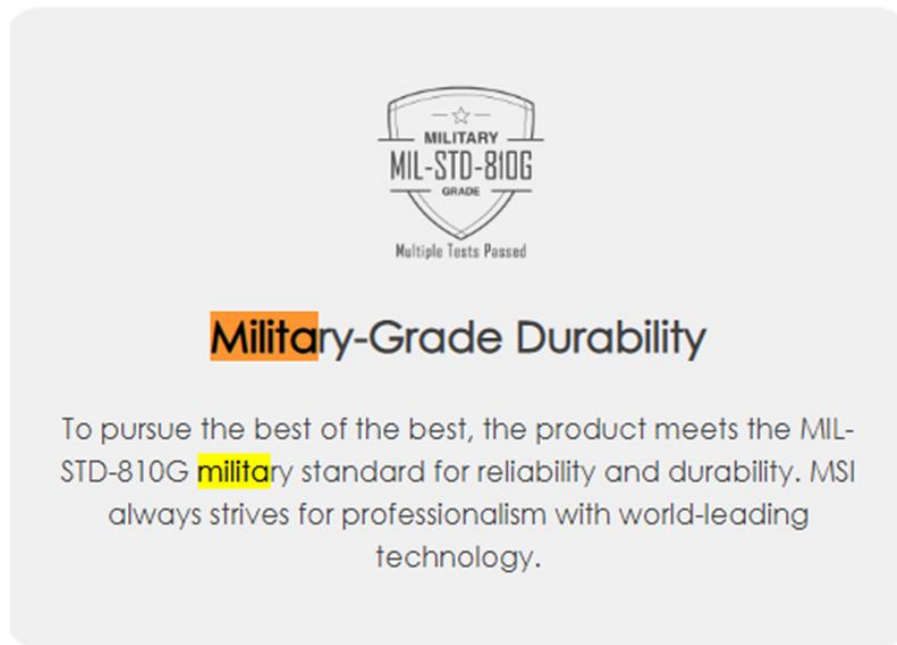
Military-Grade Durability

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

[Learn more](#)

²⁵ *Business & Productivity Laptops*, MSI.com, available at https://download.msi.com/archive/mnu_exe/pdf/2020-Q2-Brochure.pdf (last accessed Jan. 31, 2024).

²⁶ See, e.g., *Prestige 14 Product Page*, MSI.com, available at <https://us.msi.com/Business-Productivity/Prestige-14-A12UX> (last accessed Jan. 31, 2024); *Prestige 15 - A12S Product Page*, MSI.com, available at <https://ca.msi.com/Business-Productivity/Prestige-15-A12SX> (last accessed Jan. 31, 2024); *Creator M16 - B12U*, MSI.com, available at <https://www.msi.com/Content-Creation/Creator-M16-B12UX> (last accessed Jan. 31, 2024).

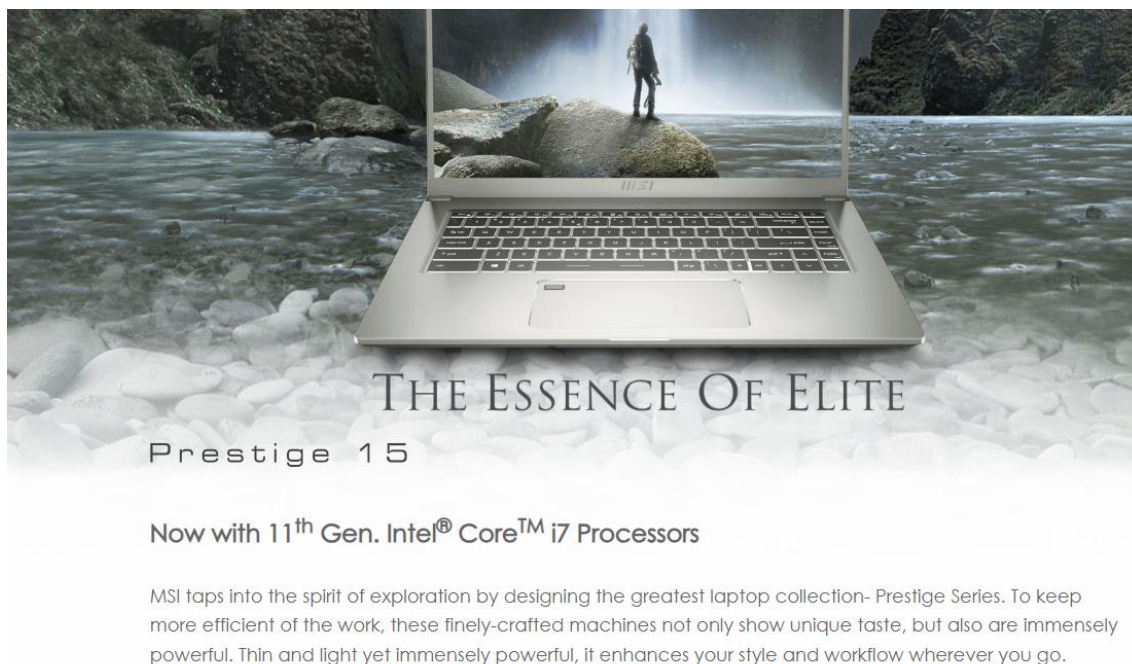


81. MSI repeated these representations in its brochures: “Reliability matters for your laptop. Ruggedness, reliability and durability are what a laptop should be. To provide the best in Laptops for all kinds of professionals, MSI laptops go through tremendous rigorous tests. Tailored for professional minds and exploratory spirit, MSI laptops support you as you pursue your passions.”²⁷ A 2020 brochure prominently displayed the following image:

²⁷ *Business & Productivity Laptops*, MSI.com, available at https://download.msi.com/archive/mnu_exe/pdf/2020-Q2-Brochure.pdf (last accessed Jan. 31, 2024).



82. Defendant advertises the Prestige model as “finely-crafted machines [that] not only show unique taste, but also are immensely powerful. Thin and light yet immensely powerful, it enhances your style and workflow wherever you go,” as shown below:²⁸



²⁸ *Prestige 15 (Intel® 11th Gen) Product Page*, available at <https://us.msi.com/Business-Productivity/Prestige-15-A11X> (last accessed Jan. 31, 2024).

83. In a 2019 brochure, Defendant described the Prestige Series laptop as “built as an icon of design with brilliant performance. It is a mobile studio for business individuals and creatives. Iconic and powerful, bring your ideas to life wherever you go,” as shown below:²⁹

Prestige series

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



²⁹ *Content Creation*, MSI.com, available at https://download.msi.com/archive/mnu_exe/pdf/2019-Content-Creation-Brochure-EN.pdf (last accessed Jan. 31, 2024).

84. In the same brochure, Defendant stated: “[f]inely-crafted in an ultra-light chassis, the Creator Series product exemplifies creativity with a space gray finish and an elegantly brushed aluminum. This professional laptop is made to be portable, durable, and trendy wherever you go,” as shown below:



85. Similarly, Defendant markets the “Creator” line as having “a 180° lay-flat [display] and the ultra-thin bezels that maximize screen real estate . . . [e]specially crafted in an ultra-light and slim aluminum chassis . . . made portable and stylish wherever you go,” as shown below:³⁰

³⁰ *Creator M16 - B12U*, MSI.com, available at <https://www.msi.com/Content-Creation/Creator-M16-B12UX> (last accessed Jan. 31, 2024).



Flip-n-Share

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

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

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

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

89. The 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 Laptops useless. Further, potential Class-wide notice may inform Class members of potential remedies that they may not be aware of.

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

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

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

B. The Defect

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

94. 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 securely anchored to the two halves of the laptop and appropriately tensioned. 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.

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

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

97. The consulting expert evaluated and tested several Laptop models to determine the cause of the Hinge Defect. His evaluation of the Laptops focused primarily on the materials, structural design, and behavior of the hinges during use. Based on his preliminary assessment, he determined that the Laptops suffer from a defect in design and materials that renders the hinges subject to early failure during regular use by even the most careful consumer.

98. The image below shows how a Laptop hinge attaches to the upper case. The lower hinge is anchored into the laptop chassis while the upper hinge is mounted onto the thin plastic structure of the upper case using several small screws.

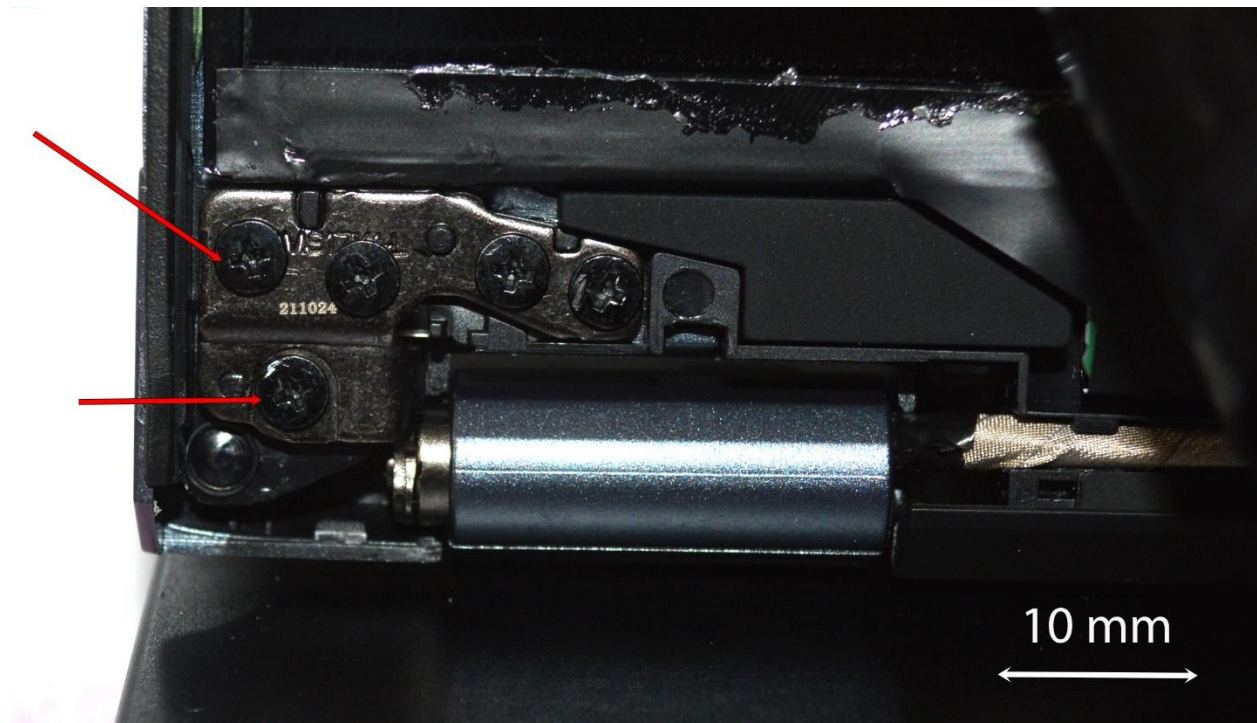


Figure 6 – View of left hinge attached to upper case.

99. The mounting screws affix the hinge to the upper case via threaded brass anchors. These anchors are embedded in plastic mounting points, which connect the anchors to the upper case. An example of the anchoring system is shown in the image below.

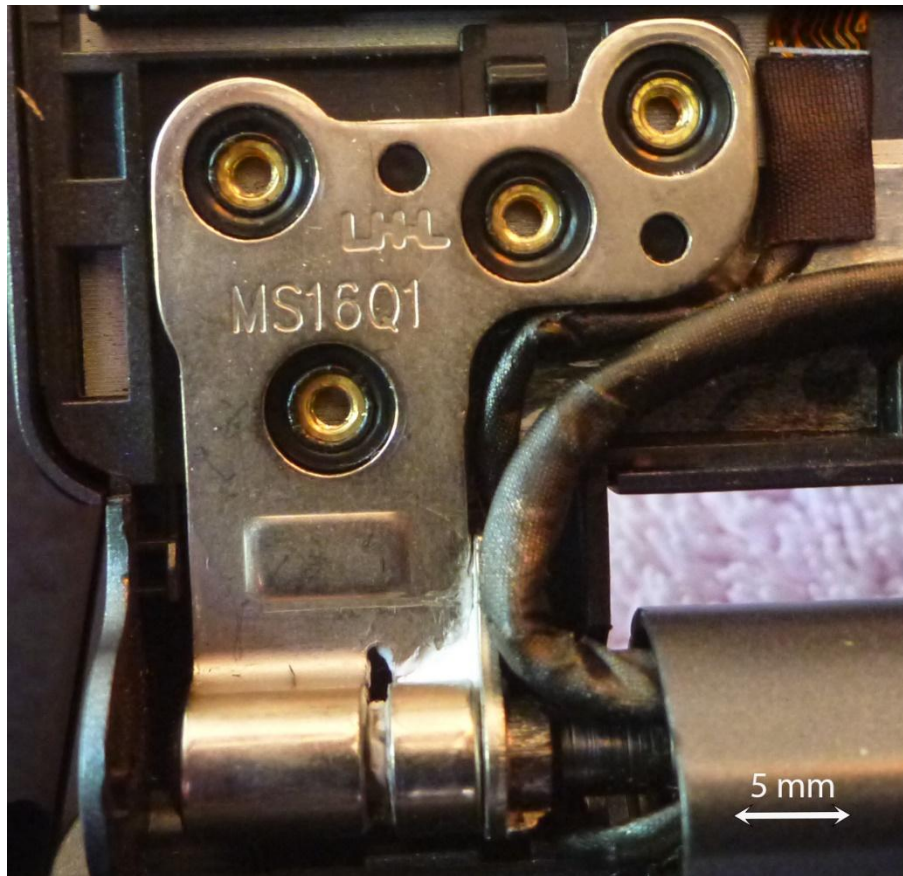


Figure 7 – View through hinge screw holes of brass anchors embedded in plastic.

100. According to the consulting expert, the Hinge Defect is the result of the interplay of several factors. First, he observed that the hinges are secured to the upper case via metal screws sunk in brass anchors that are embedded in a fragile plastic material. Friction between the plastic mounting points and the exterior of the brass anchor is all that holds an anchor in place. However, the plastic material in which the anchors are embedded has very little strength or toughness and is prone to fracture and/or deformation. Additionally, the shape of the anchors ensures that only a small part of the anchor's surface area is in actual contact with the plastic. Accordingly, only a

weak mechanical interface attaches the brass anchors to the top case. The amount of plastic material that contacts the brass anchor is inadequate to support the cyclical loading of opening and closing, and the plastic material itself is too weak and deformable to maintain the mechanical connection required for the stresses applied.

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

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

103. These factors work together to ensure the premature failure of the hinges in the Laptops. Ordinary stress from opening and closing a Laptop causes the plastic mounting points to become brittle and eventually fail. The excessive stiffness of the hinges ensures that the plastic mounting points are subject to a higher level of stress than if the hinges were appropriately tensioned and accelerates the failure of the plastic material. This stress is amplified for anchors with relatively loose screws: play between the hinge and its anchors allows the hinge to seat and unseat a small distance in a cyclical manner, which further accelerates the degradation of the mechanical connection. After one or two mounting points fail the remaining mounting points will

fail at an accelerated rate as each must support a larger percentage of the total load. Thus, once a hinge's performance falters, failure will likely follow shortly thereafter, depending on use.

104. When a hinge fails, opening or closing the Laptop places pressure on proximate components and causes further damage, including cracking the plastic casing and/or screen bezel, damaging the display, preventing the display from properly opening, closing, and/or holding its display angle, and, in the worst cases, wholly detaching the top case from the base. These symptoms typically worsen each time the Laptop is opened or closed, as opening or closing a Laptop causes the detached hinge to exert pressure against the Laptop's plastic casing. A detached hinge is also typically unable to properly support the display in an open position, meaning the user is unable to use their Laptop with the display open.

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

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

107. According to Plaintiffs and other owners of Laptops who have experienced the Defect, the hinge problems are triggered and exacerbated when the Laptop monitor is opened, closed, or adjusted.

108. Because the Defect compromises the Laptops' hinges, it impairs the Laptops' portability and functionality.

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

110. Damage caused by the Defect renders the Laptops unsuitable for their essential purpose as portable computers. When the Defect manifests, it dramatically impairs the user's ability to open and close their laptop or adjust their screen angle, making it difficult or impossible to use the laptop without connecting to an outside screen. Thus, the Defect renders the laptop partially or wholly unusable as a portable device.

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

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

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

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

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

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

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

117. Plaintiffs and those similarly situated did not, and could not, unravel MSI's pattern of deception and public silence.

118. MSI owed Plaintiffs and all those similarly situated a duty to disclose the Defect because Defendant knew that the Laptops possessed defective hinges that were susceptible to failure before they were released to the market. Defendant did not, however, disclose this information to consumers who were making their purchasing decisions. A reasonable consumer would assume that a laptop marketed as durable, portable, and reliable would be able to withstand ordinary use without hinge failure.

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

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

120. MSI, like any product manufacturer, tests its products prior to release. Defendant represents that the Laptops are subject to "1900 strict tests . . . throughout the production process as a way to provide gamers the best gaming experience."³¹

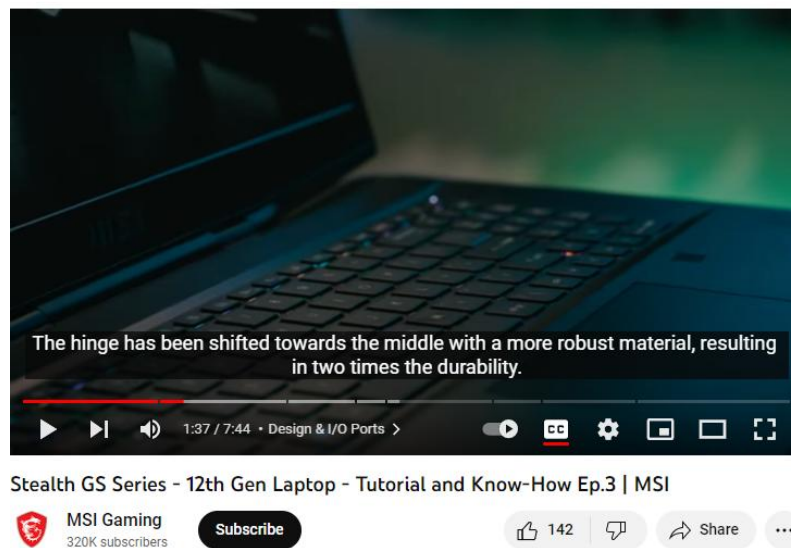
121. MSI conducted extensive testing on the Class Laptops and each of its components, including the hinges. MSI designed, engineered, and extensively tested each of its Class Laptops' parts purportedly to ensure the highest quality, safety, and reliability.

³¹ *Business & Productivity Laptops*, MSI.com, available at https://download.msi.com/archive/mnu_exe/pdf/2020-Q2-Brochure.pdf (last accessed Jan. 31, 2024).

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

123. Additionally, MSI was aware of the Defect because its Laptops have been plagued by similar hinge issues since at least 2020. Although Defendant has refused to publicly acknowledge the Defect, they have implemented design changes attempting—and failing—to remedy the Defect.

124. Promotional videos uploaded by Defendant to YouTube tout design changes to the hinges of several of the Laptops, including “reinforcing” the hinges and shifting the hinges to the middle of the Laptop, claiming that such changes make the Laptops more durable.³² Screenshots from some of these videos are below:



³² See MSI Gaming, *Highlights of MSIology: MSI Gameverse January 2022 (4K)* | MSI, YouTube.com (Jan. 6 2022), available at <https://www.youtube.com/watch?v=-QVjnAmhKIY>; MSI Gaming, *Stealth GS Series – 12th Gen Laptop – Tutorial and Know-How Ep.3* | MSI, YouTube.com (Mar 3, 2022), available at <https://www.youtube.com/watch?v=Jw8vuDYDOWQ>; See MSI Gaming, *GS66 Stealth Unboxing* | MSI, YouTube.com (Apr. 22, 2020), available at <https://www.youtube.com/watch?v=OS75BRO7Ur4>.



GS66 Stealth Unboxing | MSI



MSI Gaming
320K subscribers

Subscribe

425



Share



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



MSI Gaming
320K subscribers

Subscribe

239



Share



ii. MSI's Knowledge of the Defect After Release

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

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

127. Though MSI's repair data is not publicly accessible, it is apparent from publicly available data that a significant percentage of Laptop owners have sought repairs for the Defect. After receiving high quotes for repairs from MSI, consumers have also sought out repairs from other servicers and considered alternative solutions, including do-it-yourself fixes.

128. Defendant would have been made aware of the Defect due to the large number of repairs or repair requests made during the Laptops' warranty period.

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

130. Online reputation management ("ORM") is now a standard business practice among most major companies, including MSI, and entails monitoring consumer forums, social media, and other sources on the internet where consumers can review or comment on consumer services. "Specifically, [ORM] involves the monitoring of the reputation of an individual or brand

on the internet, addressing content which is potentially damaging to it, and using customer feedback to try to solve problems before the damage to the individual's or brand's reputation."³³

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

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


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

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

135. One thread entitled "Are hinge issues still a thing?" stretches to four pages of comments posted over the course of three years.³⁴ Some of those complaints are excerpted below:

³³ *Online Reputation*, WebSolutions, available at <https://websolutions-maine.com/online-reputation/> (last accessed Oct. 20, 2022).

³⁴ *Are hinge issues still a thing?*, MSI.com, available at <https://forum-en.msi.com/index.php?threads/are-hinge-issues-still-a-thing.343279/>.




Deleted member 934263
Guest

Jan 18, 2021 #9

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

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

[s.joshua.lon155c02dc](#), [thugdaviddee](#) and [nipper15a602e0](#)




regedit9157a02e2
New member
Joined: Feb 27, 2021
Messages: 1

Feb 27, 2021 #20

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

Last edited: Feb 27, 2021




fra189127802ad
New member
Joined: Feb 27, 2021
Messages: 1

Feb 27, 2021 #21

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

Last edited: Feb 27, 2021




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

Jun 20, 2021 #41

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

This was my first and last MSI laptop.

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



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

Mar 14, 2021 #25


[rhetv153f02d8 said:](#)

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

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

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

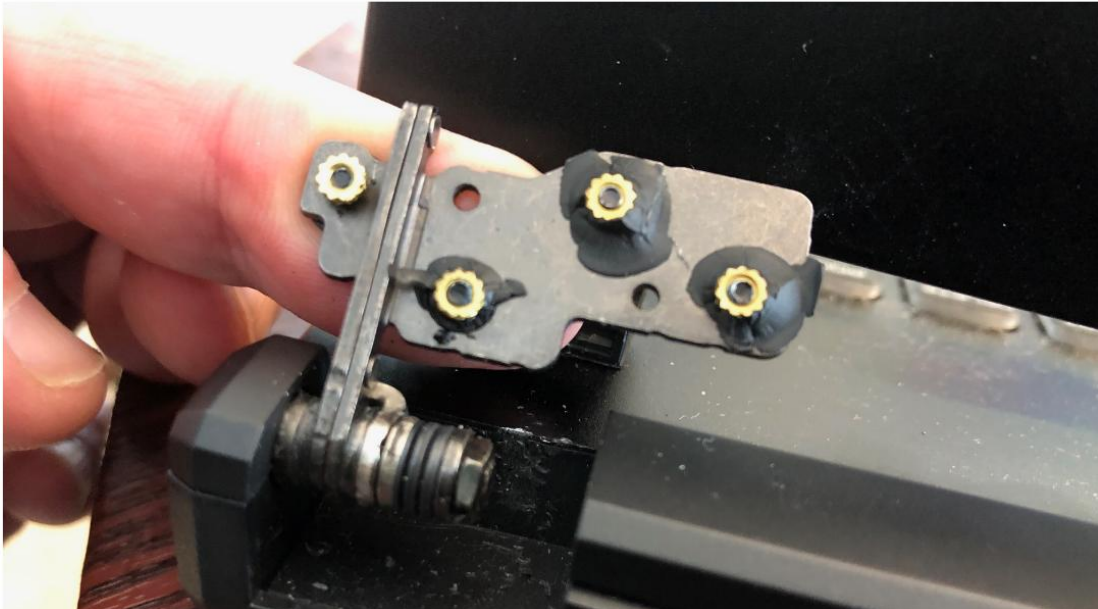
[s.joshua.ion155c02dc](#)




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

Feb 1, 2021 #11

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






szaboboldizsar
035
New member
Joined: Jul 30, 2020
Messages: 1

Jul 30, 2020 #1


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



alse63
New member
Joined: May 13, 2019
Messages: 2

Sep 1, 2020 #2


GE75 RAIDER 8SF , LEFT HINGE broken .



noritaka.sakai
New member
PRIVATE E-2

Sep 1, 2020 #3

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





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

Feb 12, 2021 #12

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

Model: GE75 Raider 95F






solitar154602
e0
New member
Joined: May 23, 2021
Messages: 2


May 23, 2021 #33

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


Attachments




[MSI1.jpg](#)
86.1 KB Views: 650



[MSI2.jpg](#)
78.8 KB Views: 1,757




[MSI3.jpg](#)
93.3 KB Views: 952




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

May 25, 2021 #36

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






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

May 25, 2021 #37


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




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

May 25, 2021 #38

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




[20210525_164751_1](#)
Watch "20210525_164751_1" on Streamable.
[streamable.com](#)



[20210525_164724_1](#)
Watch "20210525_164724_1" on Streamable.
[streamable.com](#)

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

Last edited: May 25, 2021



sachin.saraswat
t174154602db

New member
Joined: Jun 30, 2021
Messages: 2

Jun 30, 2021 #43

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


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

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


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

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

Attachments



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





irimescu.cosmin
15a702e4

Cosmin
Joined: Jan 11, 2022
Messages: 1

Jan 11, 2022 #59

Same problem with PRESTIGE 15 A10SC





richardgtem15
c302e6


New member
Joined: Mar 1, 2023
Messages: 1

Mar 1, 2023 #78

[switzze15d602ec said:](#) ☹

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

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

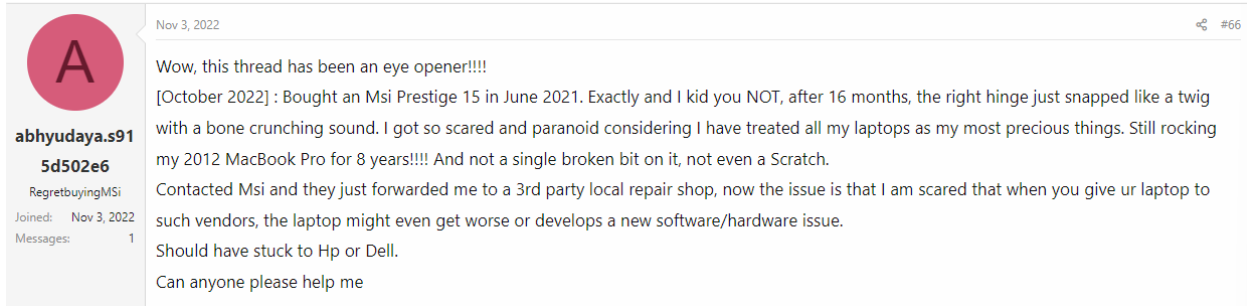


tnk18041154f
02d8

New member
Joined: Jan 29, 2023
Messages: 1

Jan 29, 2023 #74

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



136. Many similar threads containing consumer complaints about the Laptops exist on the MSI forum.³⁵

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

138. For example, on March 11, 2022, a Laptop owner with the username “Nijaro” created a Reddit thread entitled “My hinge just exploded after one year of extremely careful use. What an I supposed to do now? Feels like MSI is a scam to let the hinge design ruin my entire laptop. :(((((((.”³⁶ Multiple commenters posted replies in the thread with their own accounts of how the Defect impacted their Laptops, including:

³⁵ See, e.g., *Hinge/Bracket broken*, MSI.com (Dec. 5, 2022), available at <https://forum-en.msi.com/index.php?threads/hinge-bracket-broken-gp76-10ug.381177/>; *Hinge Manufacturing Defects*, MSI.com (Mar. 18, 2023), available at <https://forum-en.msi.com/index.php?threads/hinge-manufacturing-defects.384315/>; *70 MSI Modern 14 Laptops...Broken hinge on more than half*, MSI.com (Apr. 13, 2022), available at <https://forum-en.msi.com/index.php?threads/70-msi-modern-14-laptops-broken-hinge-on-more-than-half.374442/#post-2153305>; *Another faulty hinge*, MSI.com (Jun 4, 2019), available at <https://forum-en.msi.com/index.php?threads/another-faulty-hinge.320016/>.

³⁶ *My hinge just exploded after one year of extremely careful use. What an I supposed to do now? Feels like MSI is a scam to let the hinge design ruin my entire laptop. :(((((((*, Reddit.com, available at https://www.reddit.com/r/MSILaptops/comments/tbnctr/my_hinge_just_exploded_after_one_year_of/ (last accessed July 2, 2025).



Interesting-Tough671 · 1 yr. ago

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

↑ 3 ↓ Reply Share ...



Nijjaro OP · 1 yr. ago

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

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



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

↑ 6 ↓ Reply Share ...



WiseTomCat · 1 yr. ago

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

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



proscriptus · 1 yr. ago

Custom

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

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

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



InteractionFancy3747 · 2 mo. ago

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

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

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

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


↑ 6 ↓ 🗨 Reply Share ...

 electronicsman2020 · 1 yr. ago

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

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

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

 bhavinhshah_321 🍌 +3 · 1 yr. ago
GF72VR / GE75 Raider

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

139. In another Reddit thread dated September 4, 2022, and entitled “Msi ge76 hinge issue, How can I fix this?”,³⁷ the thread creator posted an image of their broken hinge:

³⁷ *Msi ge76 hinge issue, How can I fix this?*, Reddit.com, available at https://www.reddit.com/r/MSILaptops/comments/xmlo6v/msi_ge76_hinge_issue_how_can_i_fix_this/?rd=t=56576 (last accessed July 2, 2025).



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



gimmeFreeItems · 6 mo. ago

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

↑ 6 ↓ Reply Share ...



BackgroundSituation8 🏆 +1 · 6 mo. ago

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

↑ 5 ↓ Reply Share ...



Adventurous9810 💎 · 6 mo. ago

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

After your laptop comes back from repair, you can loosen the hinges to prevent it from breaking again if you want. Here's a guide I created
(https://www.reddit.com/r/MSILaptops/comments/t2ezja/msi_ge66_after_4_months_recommending_reading_if_you/)

141. Many similar threads containing consumer complaints about the Defect exist on Reddit.³⁸

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

www.youtube.com › watch

MSI laptop hinge repair with J-B WELD again



This is another video on J-B Weld usage on a laptop hinge. This repair actually came within a few days after the previous video and repair, ...

YouTube · The GGPCTU™ Channel · Sep 22, 2020

6 key moments in this video

www.tiktok.com › video

MSI Hinges: Common Problems and Solutions



Discover the frequent issue of broken hinge mounts on MSI gaming laptops and how to fix them. Learn why hinge durability is crucial for your laptop's...

TikTok · salemtechsperts · Jan 21, 2024

www.youtube.com › watch

MSI / Any Laptop Broken Screen Lid Hinge Repair Solution



23:02 Go to channel MSI GE76 Raider Broken Hinge Repair Without Replacement Parts It's Binh (Been) Repaired & Everything Reviewed

YouTube · Michael H. · Jul 20, 2017

www.youtube.com › watch

The Laptop Hinge Problem: Designed for Failure and Fueled ...



From Hinge Repair to Felony Charges: MSI GE66 Raider Saved From the Landfill ... Hp laptop broken hinge repair - The easiest way to repair a ...

YouTube · Salem Techsperts · Apr 28, 2024

www.youtube.com › watch

MSI Delta 15 A5EFK Hinge Replacement



In this video I'm doing a hinge replacement on my MSI Delta 15 A5EFK hinges purchased from here (Ali affiliate link) ...

YouTube · Ricks Tech Repairs · Jun 24, 2024

www.youtube.com › watch

MSI Delta 15 / Laptop preventative hinge repair



I noticed my MSI Delta 15 Hinges were creaking on one side, this is my preventive work on to save them from breaking ...

YouTube · Ricks Tech Repairs · Jul 10, 2023

³⁸ See, e.g., *Msi hinges*, Reddit.com (Jan. 31, 2022), available at <https://www.reddit.com/r/MSILaptops/comments/shbn7q/comment/hv1sj6v/>; *Hey guys, my MSI GS 63 8RE hinge broke. It's not under warranty and I want to know if there is any way to fix this problem.* Thanks, Reddit.com (Feb. 13, 2022), available at https://www.reddit.com/r/MSILaptops/comments/sruf7e/hey_guys_my_msi_gs_63_8re_hinge_broke_its_not/; *Display broke off on of the hinges?*, Reddit.com (Jun. 22, 2022), available at https://www.reddit.com/r/MSILaptops/comments/vii2yr/display_broke_off_on_of_the_hinges/.

www.youtube.com › watch

msi gl63, repair, hinge



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

YouTube · Vinsor Official · Mar 18, 2021

www.tiktok.com › video

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



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

TikTok · mtc.tech · May 23, 2023

www.instagram.com › reel

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



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

Instagram · Oct 11, 2022

www.youtube.com › watch

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



Join this channel to get access to perks:

<https://www.youtube.com/channel/UCi9k5jW0NCc2ysNCSdGbQGQ/join> You...

YouTube · SureCanDo Computer Services · Apr 26, 2024

www.youtube.com › watch

Broken Hinge Laptop - How to Fix



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

YouTube · R3DLIN3S · Feb 21, 2019

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

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

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

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

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

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

148. Defendant’s Limited Warranty warrants a Laptop against damage, including accidental damage, for 12 months after the “manufacture date or purchase date after registering online.”³⁹ Excluded from the warranty is damage caused by, among other things, “[p]roduct damage caused by catastrophes, thunder stroke, faulty electric power and environmental factors . . . Unauthorized changes of non MSI parts, modifications or alterations[,] parts removal in or to the products, [and] [d]amage caused by operator error or operator fails to comply user manual instruction, such as[,] but not limited to improper storage resulting in product get wet, corrosion, fell off, squeezed or exposed to inadequate temperature/humid environment.”⁴⁰

149. The Limited Warranty also provides Accidental Damage Coverage (“ADC”) “which covers limited accidental damage one (1) year from the date of purchase.”⁴¹

³⁹ *Warranty Information*, MSI.com, available at <https://us.msi.com/page/warranty> (last accessed July 2, 2025).

⁴⁰ *Id.*

⁴¹ *Id.*

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

151. MSI provides the Limited Warranty to buyers after the purchase of a Laptop is completed.

152. Plaintiffs were beneficiaries of the Limited Warranty.

153. None of the types of damage excluded from the Limited Warranty encompass damage caused by the Defect.

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

E. Defendant’s Inadequate Warranty Performance.

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

156. MSI regularly attempts to divert consumers away from using the Limited Warranty repair procedures, including by instructing them to contact the retailer where they purchased the Laptop instead of contacting MSI for repairs and by simply failing to respond to requests for repair submitted under the Warranty. Even when Defendants do make repairs to the Laptop, the repairs do not remedy the Defect or cause additional damage to the Laptop.

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

158. MSI received a score of 31.30 out of a possible 200 on the Customer Service Scoreboard.⁴² Two hundred out of 213 consumer comments on the CSS were negative. MSI received a score of 1.9 out of 10 in the sub-category of “Issue Resolution.”⁴³ Consumers’ negative comments regularly refer to the inadequacy of Defendant’s Warranty performance:

28
Sep

Posted by msi ge66

9/28/23 8:10AM

sent my gaming laptop for repair after 1 month same problems appear again.Worst service received

26
Sep

Posted by Cpp

9/26/21 5:28PM

They have returned my PC broken and damage 4 times in a row. I have never been able to use my PC its been broken since I opened the box.

14
Dec

Posted by Anonymous

12/14/21 3:15AM

Send MSI PC back to repair service, got a message from them that something is mechanically broken. This did

13
May

Posted by Azeez

5/13/22 7:11PM

MSI Customer service is worse and not in any way better than any company out there. This company is making customer to pay for any computer ship to them repair when the product still cover by the company warranty.

26
Feb

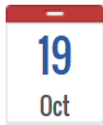
Posted by Erika

2/26/17 6:32PM

Worst customer support ever! I sent my computer away for repair 6 weeks ago, I am still waiting for it to be returned. 2 weeks ago I was told that they will send it out and have it delivered within 1-1.5 weeks. The person on the phone is unprofessional and rude, and it takes time to get through to their support sometimes. I tried to call this previous Friday morning after 9am, they were meant to be open at 9am, their call center wasn't open until 9.40.... Very unprofessional! I am never gonna buy a product from them again!

⁴² MSI Customer Service, CustomerServiceScoreboard.com, available at <https://www.customerservicescoreboard.com/MSI> (last accessed July 2, 2025).

⁴³ *Id.*



Posted by JohnLL 🇵🇪

10/19/22 4:56PM

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



Posted by Chris 🇵🇪

1/24/17 12:42PM

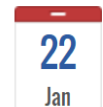
Disgustingly poor customer service from MSI with my graphics card. Bought a GTX 970 couple months back, had a defective HDMI port. After a strenuous time trying to figure out how to RMA the card, it took them well over a month to fully repair and return the graphics card. When I got it back, it started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



Posted by Anonymous 🇵🇪

12/2/21 9:19PM

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



Posted by RLahuerta 🇵🇪

1/22/17 4:40PM

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

They don't respect the customer at all!

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

FRAUDULENT CONCEALMENT ALLEGATIONS

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

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

162. Plaintiffs make the following specific fraud allegations with as much specificity as possible absent access to the information necessarily available only to MSI:

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

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

165. **When:** MSI concealed material information regarding the Defect at all relevant times and made representations about the superior quality and durability, of the Laptops, starting no later than 2020, or at the subsequent introduction of certain models of Laptops to the market,

continuing through the time of sale, and on an ongoing basis, and continuing to this day, as alleged above. MSI still has not disclosed the truth about the Defect in the Laptops to anyone outside of MSI. MSI has never taken any action to inform consumers at large about the true nature of the Defect in the Laptops. And when consumers brought their Laptops to MSI complaining of the Defect, MSI denied any knowledge of or responsibility for the Defect, and in many instances (as detailed above), actually blamed the customer for causing the Defect.

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

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

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

TOLLING OF STATUTE OF LIMITATIONS

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

170. In addition, even after Plaintiffs and Class members contacted MSI for Laptop repairs concerning the effects of the Defect, they were routinely told by MSI that the Laptops were not defective and that a breakdown of the hinge on a Laptop was the result of normal use of the Laptop or user error.

171. MSI was and remains under a continuing duty to disclose to Plaintiffs and the members of the Class the true character, quality, and nature of the Laptops. As a result of MSI's active concealment, any and all applicable statutes of limitations otherwise applicable to the allegations herein have been tolled.

CLASS ACTION ALLEGATIONS

172. Plaintiffs bring this lawsuit on behalf of themselves and all other persons similarly situated, pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), 23(b)(3) and/or 23(c)(4). Specifically, the classes consist of:

Nationwide Class

All persons in the United States who purchased a Laptop.

New York Subclass

All persons in the state of New York who purchased a Laptop.

173. Plaintiffs 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) persons in California who purchased a Laptop or are otherwise included in the class definition in parallel litigation pending in *Austin et al. v. MSI Computer Corp.*, Case No. 24STCV07896 (Super. Ct. Los Angeles County 2024); (b) any Judge presiding over this action and members of their families; (c)

Defendant and its subsidiaries and affiliates; and (d) all persons who properly execute and file a timely request for exclusion from the Class.

174. **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 Laptops. The precise number of Class members can be ascertained through discovery, which includes Defendant's records. Plaintiffs estimate 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.

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

176. **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 Laptops suffer from a defect that causes the hinges to fail;
- b. The origins and implementation of, and the justifications for, if any, MSI's policies and technology relating to the Defect and its manifestation in the Laptops;
- c. When MSI became aware of the Defect in the Laptops and how it responded to that knowledge;
- d. Whether MSI actively concealed and/or failed to notify consumers of the Defect in the 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 sale of Laptops containing the Defect is an unfair, false, misleading, or deceptive act in the conduct of any trade or commerce;

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

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

k. Whether Defendant's warranty service program is deceptive or unlawful, unfair, or fraudulent, within the meaning of New York General Business Law §§ 349-350 *et seq.*;

l. Whether Plaintiffs and Class members would have purchased their 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 Plaintiffs 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 Laptops; (ii) the failure of consideration in connection with and/or difference in value arising out of the variance between the Laptops as merchantable in the absence of the Defect, and as actually manufactured and sold possessing the Defect; and (iii) whether Plaintiffs and the Class are entitled to all costs associated with repair and replacement of their Laptops; and

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

177. **Typicality**: Plaintiffs' claims are typical of the claims of the members of the Class, as all such claims arise out of Defendant's conduct in manufacturing, marketing, advertising, warranting, selling, and/or designing the Laptops. All of Plaintiffs' claims are typical of the claims of the Class because Plaintiffs and all Class members were injured in the same manner by Defendant's uniform course of conduct described herein. Plaintiffs and all Class members have the same claims against Defendant relating to the conduct alleged herein, and the same events giving rise to Plaintiffs' claims for relief are identical to those giving rise to the claims of all Class members. Plaintiffs 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. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all absent Class members.

178. **Adequate Representation**: Plaintiffs will fairly and adequately protect the interests of the members of the Class and have no interests antagonistic to those of the Class. Plaintiffs have 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 defects, and state consumer fraud statutes.

179. **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.

180. **Superiority**: A class action is superior to other available methods for the fair and efficient adjudication of this controversy, as 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.

181. **Manageability**: Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

COUNT I
VIOLATION OF THE NEW YORK GENERAL BUSINESS LAW § 349,
N.Y. GEN. BUS. LAW § 349, *et seq.*
(On Behalf of the New York Subclass)

182. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

183. Plaintiffs are “persons” within the meaning of the New York General Business Law (“GBL”). N.Y. GEN. BUS. LAW § 349(h).

184. Defendant is a “person, firm, corporation or association or agent or employee thereof” within the meaning of the GBL. NY. GEN. BUS. LAW § 349(b).

185. Under GBL § 349(a), “[d]eceptive acts or practices in the conduct of any business, trade or commerce” are unlawful.

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

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

188. Despite Defendant's knowledge of the Defect, Defendant intentionally concealed the Defect while advertising the Laptops as superior and high quality in their material and/or workmanship. In doing so, Defendant engaged in deceptive acts or practices in violation of GBL § 349.

189. In addition to intentionally concealing the Defect, Defendant made affirmative misrepresentations as to the Laptops' quality. Specifically, Defendant represented that the Laptops were reliable, portable, and durable, leading consumers to reasonably believe that the Laptops were capable of performing basic computing functions such as gaming and video editing, but because of the Defect, the Laptops cannot be so used. Additionally, Defendant represented that the Laptops are of premium quality, functionality, and reliability, when their hinges are prone to completely detaching from the device due to the stresses of ordinary use.

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

191. Defendant's deceptive acts or practices were materially misleading. Defendant's conduct was likely to and did deceive reasonable consumers, including Plaintiffs and Class members, about the true performance and value of the Laptops.

192. Plaintiffs and Class members were unaware of, and lacked a reasonable means of discovering, the material facts that Defendant suppressed.

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

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

195. Plaintiffs and Class members suffered ascertainable loss as a direct and proximate result of Defendant's GBL violations. Plaintiffs and Class members are entitled to recover their actual damages or fifty dollars, whichever is greater. Additionally, because Defendant acted willfully or knowingly, Plaintiffs and Class members are entitled to recover three times their actual damages. Plaintiffs are also entitled to reasonable attorneys' fees.

COUNT II
VIOLATION OF THE NEW YORK GENERAL BUSINESS LAW § 350,
N.Y. GEN. BUS. LAW § 350, *et seq.*
(On Behalf of the New York Subclass)

196. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

197. N.Y. GEN. BUS. LAW § 350 provides, in part, "[f]alse advertising in the conduct of any business, trade or commerce or in the furnishing of any service in this state is hereby declared unlawful."

198. N.Y. GEN. BUS. LAW § 350-a(1) provides, in part:

The term 'false advertising' means advertising, including labeling, of a commodity, or of the kind, character, terms or conditions of any employment opportunity if such

advertising is misleading in a material respect. In determining whether any advertising is misleading, there shall be taken into account (among other things) not only representations made by statement, word, design, device, sound or any combination thereof, but also the extent to which the advertising fails to reveal facts material in the light of such representations with respect to the commodity or employment to which the advertising relates under the conditions prescribed in said advertisement, or under such conditions as are customary or usual.

199. Defendant's labeling and advertisements of the Laptops were false and misleading in a material way, via affirmative statements and omissions, as Defendant failed to reveal material facts in light of such representations or conduct.

200. Specifically, Defendant advertised the superior abilities of the Laptops, representing to consumers that the Laptops are premium portable computers that have "military-grade durability." Defendant assured consumers that the Laptops are reliable and tested rigorously.

201. These misrepresentations have resulted in consumer injury or harm to the public interest.

202. As a result of these misrepresentations, Plaintiffs and Class members have suffered economic injury. They relied on Defendant's misrepresentations and nondisclosures, and would not have purchased/leased, or would have paid less for, the Laptops had they known the truth.

203. By reason of the foregoing and as a result of Defendant's conduct, Plaintiffs and Class members seek to enjoin the unlawful, unfair, and fraudulent acts and practices described herein, to recover their actual damages or five hundred dollars, whichever is greater, and reasonable attorneys' fees.

COUNT III
BREACH OF EXPRESS WARRANTY
(On Behalf of the Nationwide Class or, in the alternative, the New York Subclass)

204. Plaintiffs and the Class incorporate by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

205. Defendant expressly warrants the Laptops against damage, including accidental damage, for 12 months after the manufacture date or purchase date after registering online. If a Laptop incurs damage covered by the Limited Warranty, Defendant expressly warrants that it will repair or replace the Laptop with a fully functional equivalent model.

206. None of the types of damage excluded from the Limited Warranty encompass damage caused by the Defect. Nevertheless, Defendant has refused to recognize the Defect as a defect covered by the Limited Warranty, regularly forcing Laptop purchasers to pay out-of-pocket for repair of damage caused by the Defect.

207. As described above, the hinges in the Laptops are defective. The Defect substantially impairs the use, quality, functionality, and reliability of the Laptops to reasonable consumers, including Plaintiffs and Class members.

208. The Defect arises from the design, materials, and workmanship of the Laptops in that: the Laptops' hinges as designed are unable to withstand the stresses of ordinary use; the Laptops are manufactured from and/or incorporate substandard materials, including but not limited to the plastic hinge mounting points, which are prone to breaking; and the Laptops were manufactured with substandard care and/or skill, including but not limited to the tensioning of the hinges, which places undue stress on the hinge mounting points.

209. Defendant knew of the Defect when it expressly warranted the Laptops, wrongfully and fraudulently concealed material facts regarding the Defect, failed to inform Class members that the Laptops had the Defect, and induced Plaintiffs and Class members to purchase or lease the Laptops under false and/or fraudulent pretenses.

210. Defendant is obligated, under the terms of its Limited Warranty, to repair and/or replace the Laptops for Plaintiffs and Class members.

211. Defendant breached its Limited Warranty by supplying the Laptops to Plaintiffs and Class members with the Defect.

212. Defendant further breached its Limited Warranty by failing to repair the Laptops and by failing to provide to Plaintiffs or Class members, as a warranty replacement, a product that conforms to the qualities and characteristics that it promised when it sold the Laptops to Plaintiffs and Class members.

213. Moreover, Defendant's representations concerning the durability, portability, and usefulness of the Laptops were part of the basis of the bargain between it and consumers and as such constitute express warranties. As the Laptops do not and cannot perform as warranted, Defendant has breached these warranties.

214. As more fully detailed above, Defendant was provided with appropriate notice and has been on notice of the Defect and of its breach of express written warranties from various sources, including Plaintiffs.

215. Plaintiffs have given Defendant a reasonable opportunity to cure its failures with respect to its Limited Warranty, and Defendant has failed to do so.

216. Affording Defendant any further opportunity to cure their breach of written warranties is unnecessary and futile here.

217. Any express warranties promising to repair and/or correct any defects fail in their essential purposes because the contractual remedy is insufficient to make Class members whole and because Defendant has failed and/or have refused to adequately provide the promised remedies within a reasonable time.

218. Accordingly, recovery by the Class members is not restricted to any written warranties promising to repair and/or correct defects, and they seek all remedies as allowed by law.

219. In its capacity as a warrantor, and by the conduct described herein, any attempt by Defendant to limit or disclaim the express warranties in a manner that would exclude coverage of the Defect is unconscionable as a matter of law because the relevant purchase transactions were tainted by Defendant's concealment of material facts. Thus, any effort by Defendant to disclaim, or otherwise limit, its liability for the Defect is null and void.

220. As a direct and proximate result of Defendant's breach of express warranties, Plaintiffs and Class members received goods that have substantially impaired value and have suffered damages in an amount to be determined at trial.

221. Plaintiffs and Class members are entitled to incidental, consequential, and other damages and other legal and equitable relief, as well as costs and attorneys' fees.

COUNT IV
BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(On Behalf of the Nationwide Class or, in the alternative, the New York Subclass)

222. Plaintiffs and the Class incorporate by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

223. When Defendant sold or leased its Laptops, Defendant extended an implied warranty to Class members that the Laptops were merchantable.

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

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

226. Defendant was 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 Plaintiffs and Class members.

227. Had Plaintiffs and Class members known of the Defect at the time of sale or lease, Plaintiffs and Class members would not have bought or leased the Laptops, or would have done so at a lower price.

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

COUNT V
DECEIT AND FRAUDULENT CONCEALMENT
(On Behalf of the Nationwide Class, or, in the alternative, the New York Subclass)

229. Plaintiffs incorporate by reference each allegation set forth in the preceding paragraphs as if fully set forth herein.

230. Plaintiff asserts this claim on behalf of the Nationwide Class. In the alternative, this claim is brought on behalf of the New York Subclass.

231. Defendant concealed and suppressed material facts concerning the quality of the Laptops and the hinges therein.

232. Defendant concealed and suppressed material facts concerning the Defect. Upon information and belief, the Defect is latent and lies in the internal mechanisms of the Laptops. Defendant knew that Plaintiffs and Class members would not be able to inspect or otherwise detect the Defect prior to purchasing the Laptops. Defendant furthered and relied upon this lack of

disclosure to promote further sales, all the while concealing the true nature of cause and Defect from Plaintiffs and Class members.

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

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

235. Defendant had a duty to disclose the Defect in the Laptops because: it was known and/or accessible only to Defendant; Defendant had superior knowledge and access to the facts; and Defendant knew the facts were not known to or reasonably discoverable by Plaintiffs and Class members.

236. Defendant also had a duty to disclose because it made many general affirmative representations about the quality, warranty, and lack of defects in the Laptops as set forth above, which were misleading, deceptive, and/or incomplete without the disclosure of the additional facts set forth above regarding their actual quality, functionality, and reliability. Even when faced with complaints regarding the Defect, Defendant misled and concealed the true cause of the complained of symptoms. As a result, Class members were misled as to the true condition of the Laptops once at the time of purchase and again when the Defendant complained of the Defect to Defendant. The

omitted and concealed facts were material because they directly impact the value, appeal, and usability of the Laptops purchased by Plaintiffs and Class members. Whether a manufacturer's products are as stated by the manufacturer, backed by the manufacturer, and usable for the purpose for which they were purchased are material concerns to a consumer.

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

238. On information and belief, Defendant has still not made full and adequate disclosure and continues to mislead Plaintiffs and Class members and conceal material information regarding defects that exist in the Laptops.

239. Plaintiffs and Class members were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed or suppressed facts, in that they would not have purchased laptops designed and manufactured by Defendant or chosen different models not known to possess the Defect. Plaintiffs' and Class members' actions were justified. Defendant was in exclusive control of the material facts and such facts were not known to the public, Plaintiffs, or Class members.

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

241. Accordingly, Defendant is liable to Plaintiffs and Class members for damages in an amount to be proven at trial.

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

COUNT VI
UNJUST ENRICHMENT/RESTITUTION
(On Behalf of the Nationwide Class, or, in the alternative, the New York Subclass)

243. Plaintiffs incorporate by reference each allegation set forth in the preceding paragraphs as if fully set forth herein.

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

245. Plaintiffs and Class members unknowingly conferred a benefit on Defendant of which Defendant had knowledge since MSI was aware of the defective nature of the Laptops and the resultant performance problems, yet failed to disclose this knowledge, and misled Plaintiffs and Class members regarding the nature and quality of the Class Laptops while profiting from this deception.

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

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

248. These profits include the premium price Plaintiffs and the Class paid for the Laptops and the cost of the parts, services, and extended warranties bought from Defendant to temporarily alleviate the Defect.

249. The benefits, in whole or in part, that Defendant received were not legitimately earned and came at the expense of Plaintiffs and Class members.

250. Defendant 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.

251. Defendant is guilty of malice, oppression, and/or fraud through its willful and conscious disregard for the rights of Plaintiffs and other Class members.

252. Plaintiffs and the Class members are entitled to restitution and disgorgement of all amounts unjustly retained by Defendant, as well as other appropriate relief.

COUNT VII
VIOLATIONS OF THE MAGNUSON-MOSS WARRANTY ACT,
15 U.S.C. §§ 2301 *et seq.* (“MMWA”)

253. Plaintiffs and the Class incorporate by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

254. Plaintiffs assert this claim on behalf of the Class. In the alternative, this claim is brought on behalf of the New York Subclass.

255. Plaintiffs and Class members are ‘consumers’ within the meaning of the MMWA. 15 U.S.C. § 2301(3).

256. The Laptops are “consumer products” within the meaning of the MMWA. 15 U.S.C. § 2301(1).

257. MSI is a “supplier” and “warrantor” within the meaning of the MMWA. 15 U.S.C. § 2301(4)-(5).

258. Defendant’s express warranties are written warranties within the meaning of Section 2301(6) of the MMWA. The Laptops’ implied warranties are accounted for under Section 2301(7) of the MMWA. Defendant cannot disclaim implied warranties under the MMWA because Defendant knowingly sold a defective product without informing consumers about the defects.

259. As set forth herein, MSI breached its warranties with Plaintiffs and Class members. Additionally, 15 U.S.C. § 2304(d) provides in pertinent part:

[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 consumer 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. *Id.*

260. The Laptops share a common defect in that their display hinges prematurely crack and fail at their poorly secured mounting points and eventually detach from the display.

261. Despite notice by Plaintiffs and the Class to MSI of the defective nature of the Laptops, MSI did not replace or repair the defective Laptops. Instead, the costs of the defective hinges were borne by consumers.

262. As a direct and proximate result of Defendant’s breach of implied and express warranties pursuant to 15 U.S.C. § 2310(d)(1), Plaintiffs and Class members have suffered damages in an amount to be proven at trial.

263. Plaintiffs and Class members would suffer economic hardship if they returned their Laptops but did not receive the return of all payments made by them. Defendant has routinely

refused to remedy the Defect or repair damaged Laptops without charge within or outside the limited warranty period.

264. The amount in controversy for Plaintiffs' and Class members' individual claims meets or exceeds the sum of \$25. The total amount in controversy of this action in sum exceeds \$50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in this lawsuit.

265. Plaintiffs and Class members are entitled to recover damages as a result of Defendant's breach of warranties.

266. Plaintiffs and Class members are also entitled to seek costs and expenses, including attorneys' fees, under the MMWA. 15 U.S.C. § 2310(d)(2).

JURY DEMAND

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

PRAYER FOR RELIEF

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

- A. For an order certifying the proposed class and subclasses and appointing Plaintiffs and their counsel to represent the class and subclasses;
- B. For an order awarding Plaintiffs and Class members actual, statutory, punitive, and/or any other form of damages provided by and pursuant to the statutes cited above;
- C. For an order awarding Plaintiffs and Class members restitution, disgorgement, and/or other equitable relief provided by and pursuant to the statutes cited above or as the Court deems proper;

- D. For an order awarding Plaintiffs and the Class members pre-judgment and post-judgment interest;
- E. For an order awarding Plaintiffs and Class members treble damages, other enhanced damages and attorneys' fees as provided for under the statutes cited above and related statutes;
- F. For an order awarding Plaintiffs and the Class members reasonable attorneys' fees and costs of suit, including expert witness fees;
- G. For an order awarding such other and further relief as this Court may deem just and proper.

Dated: August 13, 2025.

Respectfully submitted,

By: /s/ Nicholas A. Migliaccio

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