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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

IN RE: MACBOOK KEYBOARD LITIGATION

Case No. 5:18-cv-02813-EJD

**SECOND AMENDED CONSOLIDATED  
CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

**REDACTED - FILED UNDER SEAL**

1 Plaintiffs Zixuan Rao, Joseph Baruch, Bo Laurent, Ashley Marin, Kyle Barbaro, Steve Eakin,  
2 Michael Hopkins, Adam Lee, Kevin Melkowski, Lorenzo Ferguson, and Benjamin Gulker (collectively,  
3 “Plaintiffs”), individually and on behalf of all others similarly situated, allege as follows against  
4 Defendant Apple Inc. (“Apple” or “Defendant”).

5 **SUMMARY OF THE ACTION**

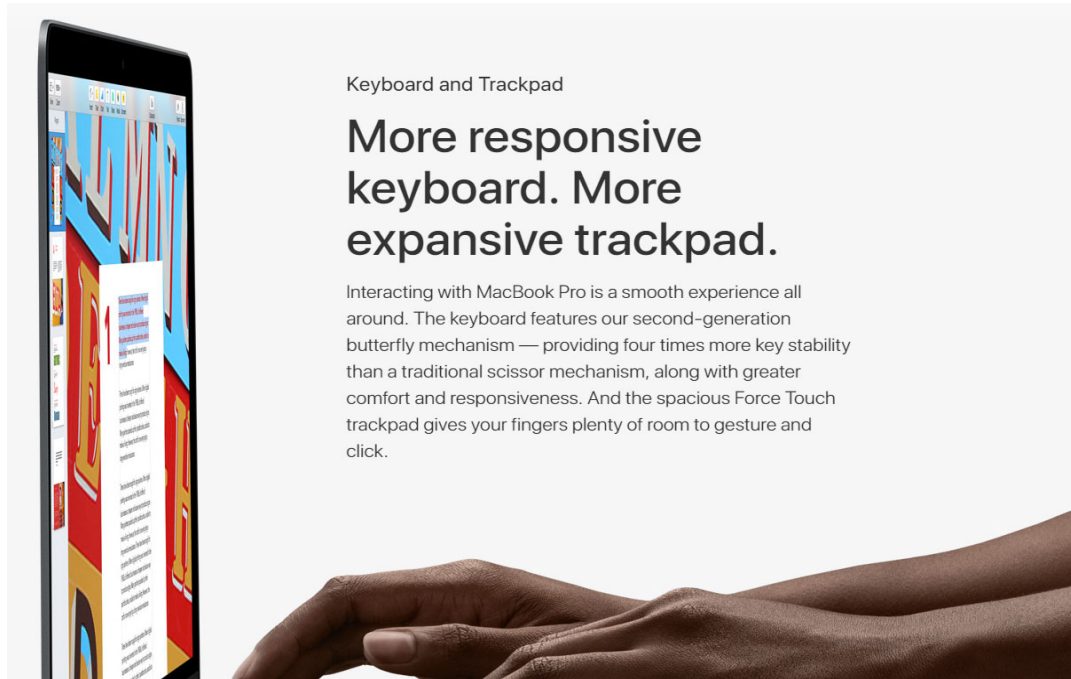
6 1. This action is brought on behalf of individuals who purchased Apple laptops with the  
7 butterfly mechanism keyboard, including model year 2015 or later MacBook laptops, model year 2016  
8 or later MacBook Pro laptops, and model year 2018 or later MacBook Air laptops (collectively, the  
9 “MacBook”). Apple markets and sells the MacBook as a top-of-the-line laptop computer—the starting  
10 price for most models exceeds \$1,200. But the MacBook is defective, as its thin “butterfly” keyboard is  
11 prone to fail. Thousands of consumers have experienced this defect. When the MacBook’s butterfly  
12 keyboard fails, the keys stick, register multiple key strikes when a key is pressed only once, or stop  
13 registering keystrokes.

14 2. Apple’s butterfly keyboard and MacBook are designed and produced in such a way that  
15 when minute amounts of dust or debris accumulate under or around a key, keystrokes fail to register  
16 properly. The keyboard defect is a physical problem that compromises the MacBook’s central  
17 functionality. Because of the defect, at least thousands of consumers who purchased a MacBook have  
18 had keys become non-responsive or fail entirely. When one or more keys on the keyboard fail, the  
19 MacBook can no longer perform its core function: typing. Thus, when this defect manifests in the  
20 MacBook, the computer becomes inoperable and unsuitable for its ordinary, intended use.

21 3. Apple developed the butterfly keyboard and filed patent applications for its design. Those  
22 applications, among other items of evidence, show that Apple has known of the defective nature of the  
23 butterfly keyboard design since before it released the MacBook to the public. Apple also received many  
24 complaints of keyboard failures shortly after it rolled out the 2015 MacBook. Despite being aware of the  
25 keyboard defect, Apple continued to equip the MacBook with the butterfly keyboard and continued  
26 selling it at a premium price.

27 4. Moreover, despite knowing of the defect, Apple touted—and continues to tout—the  
28 MacBook as having a superior and highly responsive keyboard, with “four times more key stability than

1 a traditional scissor mechanism.”<sup>1</sup> Apple’s representations regarding the MacBook’s keyboard, as shown  
 2 below, are materially misleading. Apple has uniformly failed to disclose that the keyboard is defective,  
 3 and that information would have been important to Plaintiffs’ and other consumers’ decision to purchase  
 4 a MacBook.



17 5. Although Apple’s one-year written warranty accompanies the sale of every MacBook,  
 18 Apple fails to honor its warranty obligations. Instead of fixing the keyboard problems, Apple advises  
 19 MacBook owners to try self-help remedies it knows will not result in an effective or permanent repair.  
 20 When Apple agrees to attempt a warranty repair, the repair is only temporary and does not eliminate the  
 21 defect—a purportedly repaired MacBook fails again from the same keyboard problems. Apple eventually  
 22 acknowledged the existence of the keyboard defect when it implemented a Keyboard Service Program  
 23 (“the Program”) offering limited repairs. Apple’s internal documents produced in this litigation, and the  
 24 experiences of numerous consumers, demonstrate that the Program has not delivered satisfactory relief  
 25 to consumers who have experienced MacBook keyboard failures. *See* ¶¶ 166–84, *infra*.

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28 <sup>1</sup> <https://www.apple.com/macbook/> (last visited May 8, 2019); <https://www.apple.com/macbook-pro/>  
 (last visited May 8, 2019); <https://www.apple.com/macbook-air/> (last visited May 9, 2019).



1 (2) the combined claims of class members exceed \$5,000,000, exclusive of interest, attorneys' fees, and  
2 costs; and (3) Plaintiffs and Apple are domiciled in different states.

3 21. The Court has personal jurisdiction over Apple because its principal place of business is  
4 within this District and it has sufficient minimum contacts in California to render the exercise of  
5 jurisdiction by this Court proper and necessary.

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

8 23. The practices described herein were conceived, reviewed, approved, and otherwise  
9 controlled from Apple's headquarters in Cupertino, California. Employees at Apple's headquarters  
10 directed the production and assembly of the MacBook's hardware and software, including the defective  
11 butterfly keyboards. Promotional activities and literature were developed and coordinated at, and  
12 emanated from, Apple's California headquarters. The launch events for the 2015 MacBook and the 2016  
13 MacBook Pro occurred in Cupertino. Apple made critical decisions about the development, marketing,  
14 and advertising of the MacBook in California. Misrepresentations and omissions alleged herein were  
15 made by Apple employees based in California and were contained, among other places, on Apple's  
16 website, which is maintained by Apple employees based in California. Warranty policies and procedures  
17 also were developed and carried out by Apple employees in Cupertino.

18 **INTRADISTRICT ASSIGNMENT**

19 24. Assignment to the San Jose Division is appropriate under Local Rule 3-2(c) because Apple  
20 is headquartered in Cupertino, California and a substantial part of the conduct at issue in this case  
21 occurred in Santa Clara County.

22 **PLAINTIFF-SPECIFIC ALLEGATIONS**

23 **Plaintiff Zixuan Rao**

24 25. On or about January 5, 2018, Mr. Rao purchased a new 2017 MacBook Pro with Touch  
25 Bar from B&H Photo Video online for \$2,499. Mr. Rao purchased his MacBook in California.

26 26. Before purchasing his MacBook, Mr. Rao saw advertisements and marketing materials in  
27 which Apple touted the MacBook's thinness and represented that it has a highly responsive butterfly  
28

1 keyboard. Mr. Rao reviewed the promotional material on Apple's website,<sup>3</sup> including Apple's  
2 representation that the MacBook has a "more responsive keyboard" that "provides four times more key  
3 stability than a traditional scissor mechanism." Immediately upon receiving his laptop, but before using  
4 it, Mr. Rao viewed the MacBook's packaging and went through the computer's initial setup process, in  
5 which Apple provided him with more information about the computer.

6 27. In approximately February 2018, Mr. Rao's MacBook keyboard failed. For example, the  
7 "b" key and others became unresponsive, resulting in many typing errors and incomplete words.

8 28. Mr. Rao attempted to troubleshoot the problem by cleaning his keyboard, i.e., by turning  
9 his laptop at an angle and carefully tapping on the base multiple times to clear dust from the keyboard.  
10 His attempts failed to remedy the keyboard defect.

11 29. On approximately April 2, 2018, Mr. Rao brought his laptop into a San Diego Apple Store  
12 to inquire about the problem. There, an Apple representative attempted to clean the "b" key, but the  
13 problem persisted. The Apple representative advised Mr. Rao that he could bring his laptop in for a repair,  
14 but that it would take about a week. Apple declined to provide him with a temporary or loaner laptop  
15 during that repair period. Mr. Rao's programming work requires him to have access to a functioning  
16 laptop. Mr. Rao had also read reports of MacBook owners whose keyboards were purportedly repaired  
17 but continued to experience repeat failures. Because he could not go a week without his laptop and did  
18 not want a repair that would not permanently fix the keyboard defect, Mr. Rao purchased an external  
19 keyboard for \$139, on the recommendation of the Apple Store representative.

20 30. Mr. Rao continues to experience repeated failures and problems with the functionality of  
21 his MacBook keyboard. Had he been aware of the existence of the keyboard defect, Mr. Rao would not  
22 have purchased his laptop or would have paid significantly less for it. As a result of Apple's conduct, Mr.  
23 Rao has been injured.

24 **Plaintiff Joseph Baruch**

25 31. On or about July 21, 2017, Mr. Baruch purchased a new 2017 MacBook Pro with Touch  
26 Bar from an Apple Store for \$1,974.91. Mr. Baruch purchased his MacBook in California.

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28 <sup>3</sup> <https://web.archive.org/web/20171228033804/https://www.apple.com/macbook-pro/> (last visited May  
8, 2019).





1 40. Before purchasing her MacBook, Ms. Laurent reviewed the promotional material on  
2 Apple’s website,<sup>5</sup> including Apple’s representation that the butterfly mechanism provides “four times  
3 more key stability than a traditional scissor mechanism.” Immediately upon receiving her laptop, but  
4 before using it, Ms. Laurent viewed the MacBook’s packaging and went through the computer’s initial  
5 setup process, in which Apple provided her with more information about the computer.

6 41. In May 2019, Ms. Laurent’s MacBook keyboard failed. For example, the “R,” and “U”  
7 keys on Ms. Laurent’s MacBook would fail to register or would register multiple key strikes despite  
8 being pressed only once.

9 42. Ms. Laurent took her MacBook Pro to the Apple store in Santa Rosa in order to have her  
10 keyboard repaired. The Apple store did not have the necessary parts in stock, and store employees told  
11 Ms. Laurent to return at a later date.

12 43. On June 21, 2019, Ms. Laurent returned to the Santa Rosa Apple store. Genius Bar  
13 employees said they would resolve the problem by cleaning and replacing the key caps for the “R,” “U,”  
14 “C,” and “E” keys on Ms. Laurent’s computer. Ms. Laurent left her MacBook at the Apple store for the  
15 repair.

16 44. Apple completed the attempted repair on June 24, but it did not fix the problems with Ms.  
17 Laurent’s keyboard. The “R,” “U,” “C,” and “E” keys continued to fail.

18 45. Ms. Laurent returned to the Apple store on June 27, at which point a Genius Bar employee  
19 suggested that a “top case” replacement would resolve the problem. (The “top case” consists of the  
20 keyboard and surrounding hardware.<sup>6</sup>) Apple completed the top case replacement on June 29.

21 46. In October 2019, Ms. Laurent’s MacBook keyboard failed again. On October 22, 2019,  
22 Ms. Laurent took her Macbook to Mobile Kangaroo, an Apple-authorized service provider in Santa Rosa.  
23 Mobile Kangaroo attempted to repair the MacBook, but after several months the keyboard again failed.  
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27 <sup>5</sup> <https://web.archive.org/web/20181101203941/https://www.apple.com/macbook-pro/> (last visited  
28 Apr. 7, 2020).

<sup>6</sup> <https://www.ifixit.com/Guide/Retina+MacBook+2017+Upper+Case+Assembly+Replacement/104488>  
(last visited Apr. 10, 2020).



1 47. On February 27, 2020, Ms. Laurent took her MacBook to the Apple Store in Santa Rosa  
2 for the fourth time. Genius Bar employees again offered to replace the top case. Ms. Laurent agreed to  
3 the repairs and retrieved her MacBook in early March.

4 48. Ms. Laurent still has the MacBook and the keyboard still does not work properly. Ms.  
5 Laurent purchased a wireless Apple Magic Keyboard from Amazon for \$97 so she would have a reliable  
6 keyboard. Had she been aware of the existence of the keyboard defect, Ms. Laurent would not have  
7 purchased her laptop or would have paid significantly less for it. As a result of Apple's conduct, Ms.  
8 Laurent has been injured.

9 **Plaintiff Ashley Marin**

10 49. On or about February 22, 2017, Ms. Marin purchased a new 2016 12" Macbook online  
11 from B&H Photo online for \$1,149.00. Ms. Marin purchased her MacBook in California.

12 50. Before purchasing her MacBook, Ms. Marin reviewed Apple advertisements and  
13 marketing materials concerning the MacBook's thinness and butterfly keyboard. Ms. Marin reviewed the  
14 promotional material on Apple's website,<sup>7</sup> including Apple's representation that the MacBook includes  
15 "more stable, responsive key[s]" and that the butterfly mechanism "improves stability, uniformity, and  
16 control—no matter where you press on the key." Immediately upon receiving her laptop, but before using  
17 it, Ms. Marin viewed the MacBook's packaging and went through the computer's initial setup process,  
18 in which Apple provided her with more information about the computer.

19 51. Shortly after Ms. Marin received her MacBook, multiple keys, including the "command",  
20 "C", "P" and "Enter" keys, would get stuck and would fail to register or would register multiple key  
21 strikes despite being pressed only once.

22 52. On or around June 2017, Ms. Marin took her MacBook to the Victoria Gardens Apple  
23 Store in Rancho Cucamonga, California, where a Genius Bar technician told her she would need to leave  
24 the MacBook with the store so that the employee could take apart her laptop and try to determine the  
25 problems with the keyboard.

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28 <sup>7</sup> <https://web.archive.org/web/20161118232952/http://www.apple.com/macbook/design/> (last visited April 7, 2020).

1 53. When Ms. Marin returned to the Apple Store several days later to pick up her MacBook,  
2 an Apple employee told her that the keyboard had been cleaned with compressed air. The Apple employee  
3 also told her that the type of keyboard on her MacBook is finicky and temperamental. The employee told  
4 her to hit the keys a few times if they continue to stick, and that the problem was not too big of a deal.

5 54. Within a few days after her visit to the Apple Store, the keys on Ms. Marin's MacBook  
6 again started to stick and would either register more than once or not respond at all.

7 55. Ms. Marin still has the MacBook and the keyboard still does not work properly. Due to  
8 the keyboard failures, Ms. Marin has had to rely on alternate devices. Had she been aware of the existence  
9 of the keyboard defect, Ms. Marin would not have purchased her laptop or would have paid significantly  
10 less for it. As a result of Apple's conduct, Ms. Marin has been injured.

11 **Plaintiff Kyle Barbaro**

12 56. On or about November 20, 2016, Mr. Barbaro purchased a new 2016 MacBook Pro from  
13 Apple's online store for \$2,548.94. Mr. Barbaro purchased his laptop in Massachusetts.

14 57. Before purchasing his MacBook, Mr. Barbaro saw advertisements and marketing  
15 materials in which Apple touted the MacBook's thinness and represented that it has a highly responsive  
16 butterfly keyboard. Mr. Barbaro reviewed the promotional material on Apple's website<sup>8</sup> concerning the  
17 MacBook Pro, including Apple's representation that the MacBook Pro has a "more responsive keyboard"  
18 that provides "4x more key stability." Immediately after receiving his laptop, but before using it, Mr.  
19 Barbaro viewed the MacBook's packaging and went through the computer's initial setup process, in  
20 which Apple provided him with more information about the computer.

21 58. In July 2017, Mr. Barbaro's space bar and caps lock keys became unresponsive. Mr.  
22 Barbaro attempted to fix the problem by holding the MacBook at an angle and cleaning the keyboard  
23 with compressed air, but the problem persisted.

24 59. Mr. Barbaro contacted Apple in September 2017. After a failed attempt to troubleshoot  
25 the problem, Apple recommended that Mr. Barbaro take his computer to the "Genius Bar" at an Apple  
26 Store for further assistance.

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28 <sup>8</sup> <https://web.archive.org/web/20161118213139/https://www.apple.com/macbook-pro/> (last visited May 8, 2019).

1 60. Mr. Barbaro took his laptop to the Genius Bar on September 11, 2017. A Genius Bar  
 2 technician inspected the keyboard and confirmed that the space bar and caps lock keys were  
 3 unresponsive. The technician offered to send the laptop to Apple’s service depot for repairs.

4 61. Mr. Barbaro sent his computer in, and after about one week, Mr. Barbaro received the  
 5 repaired MacBook. He continued to use the MacBook for ordinary tasks until December 2017, when the  
 6 space bar became unresponsive in the same way as before. Mr. Barbaro returned to the Genius Bar to  
 7 seek assistance.

8 62. At the Genius Bar, a technician examined the laptop and advised that it would cost over  
 9 \$700 to fix the problem. The technician informed Mr. Barbaro that his warranty had expired and that he  
 10 would be responsible for the full cost of the repairs. Mr. Barbaro declined to pay for the suggested repairs.  
 11 He still has the MacBook and the keyboard still does not work properly. Had he been aware of the  
 12 existence of the keyboard defect, Mr. Barbaro would not have purchased his laptop or would have paid  
 13 significantly less for it. As a result of Apple’s conduct, Mr. Barbaro has been injured.

14 **Plaintiff Steve Eakin**

15 63. On April 26, 2017, Mr. Eakin purchased a new 2016 MacBook Pro with Touch Bar from  
 16 Apple’s online store for \$2,729.75. Mr. Eakin purchased his MacBook in New York.

17 64. Before purchasing his MacBook, Mr. Eakin saw advertisements and marketing materials  
 18 in which Apple touted the MacBook’s thinness and represented that it has a highly responsive butterfly  
 19 keyboard. Mr. Eakin reviewed the promotional material on Apple’s MacBook website,<sup>9</sup> including  
 20 Apple’s representation that the MacBook had a “more responsive keyboard” that provides “4x more key  
 21 stability.” Immediately upon receiving his laptop, but before using it, Mr. Eakin viewed the MacBook’s  
 22 packaging and went through the computer’s initial setup process, in which Apple provided him with more  
 23 information about the computer.

24 65. In June 2017, Mr. Eakin’s MacBook keyboard failed. The keys would stick and certain  
 25 keystrokes would not register.

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 28 <sup>9</sup> <https://web.archive.org/web/20170422013823/https://www.apple.com/macbook-pro/> (last visited May 8, 2019).

1           66.    On June 15, 2017, Mr. Eakin attempted to troubleshoot his MacBook's keyboard failures  
2 with Apple's customer service department. An Apple representative told Mr. Eakin to clean the MacBook  
3 by turning it at an angle and tapping on the base to clear dust from the keyboard. Mr. Eakin followed  
4 these instructions, but his keyboard problems persisted.

5           67.    After Mr. Eakin informed an Apple customer service agent that Apple's recommended  
6 cleaning procedure was ineffective, the agent made an appointment for him to take his laptop to American  
7 Computer Systems, Inc., an authorized "Apple Service Provider." On June 16, 2017, an American  
8 Computer Systems service representative inspected the keyboard and informed Mr. Eakin that his laptop  
9 needed to be sent to Apple for a top case replacement.

10          68.    Mr. Eakin received the repaired laptop after about a week. It worked for five months. The  
11 keyboard then failed in the same way as before.

12          69.    On January 4, 2018, Mr. Eakin brought his MacBook to an Apple Store in New York,  
13 where a Genius Bar representative evaluated his MacBook's keyboard. The Genius Bar representative  
14 told Mr. Eakin that a thorough cleaning would fix the problem and performed the cleaning. But it did not  
15 fix the problem.

16          70.    Mr. Eakin still has the MacBook and the keyboard still does not work properly. Had he  
17 been aware of the existence of the keyboard defect, Mr. Eakin would not have purchased his laptop or  
18 would have paid significantly less for it. As a result of Apple's conduct, Mr. Eakin has been injured.

19   **Plaintiff Michael Hopkins**

20          71.    On January 13, 2018, Mr. Hopkins purchased a new 2017 MacBook Pro with Touch Bar  
21 and AppleCare protection from a Best Buy in Illinois for \$3,193.94.

22          72.    Before purchasing his MacBook, Mr. Hopkins saw advertisements and marketing  
23 materials in which Apple touted the MacBook's thinness and represented that it has a highly responsive  
24 butterfly keyboard. Mr. Hopkins reviewed the promotional material on Apple's website,<sup>10</sup> including  
25 Apple's representation that the MacBook has a "more responsive keyboard" that "provides four times  
26 more key stability than a traditional scissor mechanism." Immediately upon receiving his laptop, but  
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28 <sup>10</sup> <https://web.archive.org/web/20180104023803/https://www.apple.com/macbook-pro/> (last visited  
May 8, 2019).

1 before using it, Mr. Hopkins viewed the MacBook’s packaging and went through the computer’s initial  
2 setup process, in which Apple provided him with more information about the computer.

3 73. A few months after purchase, Mr. Hopkins’ MacBook keyboard failed. The “M,”  
4 semicolon, left option, enter, and control keys would stick, and certain keystrokes would fail to register.

5 74. Mr. Hopkins contacted Apple and made an appointment to take his MacBook to the  
6 Genius Bar. On June 5, 2018, a Genius Bar representative examined Mr. Hopkins’s MacBook and  
7 declared that the keyboard had failed. The Genius Bar representative proposed replacing the MacBook’s  
8 top case. Mr. Hopkins agreed to the repair.

9 75. On June 13, 2018, Apple informed Mr. Hopkins that it had repaired his MacBook, and he  
10 received it several days later. After about a month, however, his keyboard failed in the same way as  
11 before.

12 76. Mr. Hopkins still has the MacBook and the keyboard still does not work properly. Had he  
13 been aware of the existence of the keyboard defect, Mr. Hopkins would not have purchased his laptop or  
14 would have paid significantly less for it. As a result of Apple’s conduct, Mr. Hopkins has been injured.

15 **Plaintiff Adam Lee**

16 77. On November 2, 2016, Mr. Lee purchased a new 2016 MacBook Pro from the Millenia  
17 Apple Store in Orlando, Florida for \$1,500.59.

18 78. Before purchasing his MacBook, Mr. Lee saw advertisements and marketing materials in  
19 which Apple touted the MacBook’s thinness and represented that it has a highly responsive butterfly  
20 keyboard. Mr. Lee reviewed the promotional material on Apple’s website<sup>11</sup> about the MacBook,  
21 including Apple’s representation that the MacBook had a “more responsive keyboard” that provides “4x  
22 more key stability.” At the Apple Store, Mr. Lee viewed the MacBook’s packaging and saw more  
23 representations about the butterfly keyboard, including that it was more stable and responsive than other  
24 laptop keyboards. Mr. Lee also watched Apple’s release event for the 2016 MacBook Pro, in which Apple  
25 announced that the laptop was the thinnest MacBook Pro ever made and that it contained a reengineered  
26 second-generation butterfly mechanism keyboard that was “more responsive” and gave a “greater sense  
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28 <sup>11</sup> <https://web.archive.org/web/20161030084453/http://www.apple.com:80/macbook-pro/> (last visited  
May 8, 2019).

1 of keyboard travel.” Immediately upon receiving his laptop, but before using it, Mr. Lee went through  
2 the computer’s initial setup process, in which Apple provided him with more information about the  
3 computer.

4 79. In May 2017, Mr. Lee’s MacBook keyboard failed. The tab and space bar keys stuck when  
5 he attempted to type. They would stay depressed and would not recoil unless he used a knife or similar  
6 tool to manually dislodge them.

7 80. Mr. Lee contacted Apple and made a Genius Bar appointment. At the Apple Store, a  
8 Genius Bar representative attempted to troubleshoot the problem. The representative attempted to clean  
9 the keyboard by turning the MacBook at an angle and tapping on the base to clear dust from the keyboard.  
10 The representative also used an air can to try to remove debris from under the keys.

11 81. These troubleshooting attempts did not fix the problem. Apple agreed to repair Mr. Lee’s  
12 MacBook. A few days later, Apple completed the repairs, and on May 16, 2017, Mr. Lee retrieved his  
13 laptop from the Genius Bar.

14 82. In early June 2018, Mr. Lee’s MacBook keyboard failed in the same way as before. In  
15 addition to the sticky keys, single keystrokes would register as multiple strikes. For example, Mr. Lee  
16 would type the “r” key once, but it would register five or six times, showing “rrrrrr” on his screen.

17 83. Mr. Lee contacted Apple about the recurring problem and brought his MacBook back to  
18 the Genius Bar on July 5, 2018. Apple agreed to attempt to fix Mr. Lee’s keyboard by replacing the top  
19 case. On July 10, 2018, Mr. Lee returned to the Apple Store to pick up his MacBook. There, a Genius  
20 Bar employee told him that Apple did not replace the top case but instead only replaced the “r” key.

21 84. To date, Mr. Lee’s keyboard still does not work. The keys stick and are non-responsive,  
22 interfering with his ability to type. Had he been aware of the existence of the keyboard defect, Mr. Lee  
23 would not have purchased his laptop or would have paid significantly less for it. As a result of Apple’s  
24 conduct, Mr. Lee has been injured.

25 **Plaintiff Kevin Melkowski**

26 85. On April 1, 2017, Mr. Melkowski purchased a new 2016 MacBook Pro with Touch Bar  
27 from Apple’s online store for \$3,221.49. Mr. Melkowski purchased his MacBook in Washington.

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1           86. Before purchasing his MacBook, Mr. Melkowski saw advertisements and marketing  
2 materials in which Apple touted the MacBook's thinness and represented that it has a highly responsive  
3 butterfly keyboard. Mr. Melkowski reviewed the promotional material on Apple's website<sup>12</sup> about the  
4 MacBook, including Apple's representation that the MacBook has a "more responsive keyboard." Mr.  
5 Melkowski also watched Apple's release event for the 2016 MacBook Pro, in which Apple announced  
6 that the laptop was the thinnest MacBook Pro ever made, and that it contained a reengineered second-  
7 generation butterfly mechanism keyboard that was "more responsive." Immediately upon receiving his  
8 laptop, but before using it, Mr. Melkowski viewed the MacBook's packaging and went through the  
9 computer's initial setup process, in which Apple provided him with more information about the computer.

10           87. In August 2017, Mr. Melkowski's MacBook keyboard failed. Numerous keys would stick  
11 and keystrokes would not register.

12           88. Mr. Melkowski took his MacBook to a Simply Mac store in Washington, where Apple  
13 certified technicians evaluated it. The technicians attempted to clean the keyboard by turning the laptop  
14 at an angle and tapping on the base to clear dust from the keyboard. They also used an air can to try to  
15 remove debris from under the keys.

16           89. These cleaning efforts did not fix the problem. The Simply Mac technicians contacted  
17 Apple to arrange for repair or replacement of Mr. Melkowski's MacBook. Apple informed Simply Mac  
18 that because Hurricane Harvey had flooded Apple's Houston repair facility,<sup>13</sup> Apple could not repair or  
19 replace Mr. Melkowski's MacBook for several months.

20           90. Mr. Melkowski could not wait that long for a working laptop, so he filed an insurance  
21 claim and traded in his MacBook for a new 2017 MacBook Pro. In conjunction with the insurance claim,  
22 he paid a \$250 deductible.

23           91. After approximately six months, the keyboard on Mr. Melkowski's second MacBook  
24 failed. Similar to what happened with his first MacBook, the keys stuck and prevented him from typing.

25           92. On July 15, 2018, Mr. Melkowski took his second MacBook to Simply Mac to be repaired.

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27 <sup>12</sup> <https://web.archive.org/web/20170312010126/http://www.apple.com/macbook-pro/> (last visited May  
28 8, 2019).

<sup>13</sup> <https://www.macrumors.com/2017/08/30/apple-delayed-repairs-houston-hurricane-harvey/> (last  
visited May 8, 2019).





1 base to clear dust from the keyboard. The representative also used an air can to try to remove debris from  
2 under the keys.

3 99. These troubleshooting efforts did not fix the problem. Apple then agreed to replace the  
4 failed keys. Subsequently, when Mr. Ferguson retrieved his laptop from the Genius Bar, Apple informed  
5 him that it had replaced some of the keys but not the whole keyboard.

6 100. Many of the same keys then failed again, and certain additional keys, such as the  
7 semicolon key, also failed. In August 2018, Mr. Ferguson returned to the Apple Store, where Genius Bar  
8 representatives replaced several of the key caps and cleaned underneath the trouble spots.

9 101. These procedures did not resolve the problems. About a month later, Mr. Ferguson's  
10 keyboard failed again. He again contacted Apple, and was told that another attempted repair would take  
11 weeks to complete.

12 102. Mr. Ferguson still has his MacBook. The keyboard still does not work properly. The  
13 keyboard issues have become so bad that in May 2019, Mr. Ferguson had to purchase an external  
14 Bluetooth keyboard for approximately \$149 so he would have a reliable keyboard. Had he been aware of  
15 the existence of the keyboard defect, Mr. Ferguson would not have purchased his laptop or would have  
16 paid significantly less for it. As a result of Apple's conduct, Ferguson has been injured.

17 **Plaintiff Benjamin Gulker**

18 103. On June 17, 2016, Mr. Gulker purchased a new 2016 MacBook from Apple's online store  
19 for \$1,344.08. Mr. Gulker purchased his MacBook in Michigan.

20 104. Before purchasing his MacBook, Mr. Gulker saw advertisements and marketing materials  
21 in which Apple touted the MacBook's thinness and represented that it has a highly responsive butterfly  
22 keyboard. Mr. Gulker reviewed the promotional material on Apple's website,<sup>15</sup> including Apple's  
23 representation that the MacBook includes "more stable, responsive key[s]" and that the butterfly  
24 mechanism "improves stability, uniformity, and control—no matter where you press on the key."  
25 Immediately upon receiving his laptop, but before using it, Mr. Gulker viewed the MacBook's packaging  
26

27  
28 <sup>15</sup> <https://web.archive.org/web/20160601153603/http://www.apple.com:80/macbook/design/> (last  
visited May 8, 2019).

1 and went through the computer’s initial setup process, in which Apple provided him with more  
2 information about the computer.

3 105. In early June 2017, Mr. Gulker’s MacBook keyboard failed. The space bar would only  
4 respond if pressed directly in the middle—it would not respond if pressed in any other place.

5 106. Mr. Gulker brought his MacBook to an Apple Store, where a Genius Bar representative  
6 attempted to clean the keyboard. The Genius Bar representative also suggested that, because Mr. Gulker  
7 was nearing the end of his one-year warranty period, he might want to purchase Apple Care for \$199.  
8 The representative explained that the keyboard might fail again, and recommended Apple Care so Mr.  
9 Gulker would not be charged for future repairs. Mr. Gulker purchased Apple Care for \$199.

10 107. In October 2017, Mr. Gulker’s space bar failed again. He returned to the Apple Store. This  
11 time the Genius Bar representative told Mr. Gulker that he would need to send the laptop to Apple’s  
12 repair center, where Apple would replace the keyboard. Mr. Gulker agreed to the repair and retrieved his  
13 laptop after several days.

14 108. Mr. Gulker’s repaired laptop functioned without incident for about one month. The space  
15 bar then failed yet again. Mr. Gulker went to the Apple Store a third time. A Genius Bar representative  
16 confirmed that the space bar was not working and noted that Apple had previously replaced the laptop’s  
17 “bottom case.” The Genius Bar representative said that a top case replacement would fix the problem.  
18 Mr. Gulker agreed to have his laptop shipped to Apple’s repair depot for the proposed repairs. He  
19 retrieved the repaired laptop after several days.

20 109. After a few months, the repaired laptop’s keyboard failed again. Mr. Gulker still owns the  
21 MacBook and the keyboard still does not work. Mr. Gulker purchased an external keyboard for \$30 so  
22 he would have a reliable keyboard. Had he been aware of the existence of the keyboard defect, Mr. Gulker  
23 would not have purchased his laptop or would have paid significantly less for it. As a result of Apple’s  
24 conduct, Gulker has been injured.

**COMMON FACTUAL ALLEGATIONS**

**Plaintiffs' Common Injury and Preference**

110. As described above, each Plaintiff encountered specific representations by Apple regarding the quality and functionality of the MacBook keyboards. Despite minor variations in the layout or verbiage of Apple's MacBook website, it has consistently represented that the butterfly keyboard was "more responsive" and four times more stable than traditional scissor mechanism keyboards.<sup>16</sup>

111. Despite (1) knowing that the MacBook is defective and (2) having ample opportunity to accurately describe the defective condition of the MacBook's keyboard, Apple uniformly failed to disclose to any Plaintiff before purchase that the MacBook is defective.

112. Each Plaintiff was unaware of the MacBook's defective nature before purchasing it. Had Apple disclosed the defect, each Plaintiff would not have purchased a MacBook, would not have paid the full retail price for it, or would have returned it during the customer remorse period, which ranges from 14 to 30 days depending on the seller.

113. Each Plaintiff ordinarily prefers Apple products to similar products manufactured by Apple's competitors. Apple continues to advertise the MacBook's high quality and its keyboard's functionality. But, because of their experiences with the MacBook, Plaintiffs do not trust Apple's representations about its MacBook. As a result, although Plaintiffs would like to buy the Apple MacBook again, they will not do so unless Apple takes sufficient steps to effectively cure the keyboard defect and ensure the accuracy of its representations about the MacBook keyboard.

**The MacBook Laptop Computer**

114. Laptops have become part of everyday life in the United States, largely supplanting desktop computers.

115. According to Pew Research Center, nearly 75% of adults in the United States own desktop or laptop computers.

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<sup>16</sup><https://web.archive.org/web/20150411163840/http://www.apple.com/macbook/design/>;  
<https://web.archive.org/web/20161118213139/https://www.apple.com/macbook-pro/>;  
<https://web.archive.org/web/20160719164035/http://www.apple.com:80/macbook/design/>;  
<https://web.archive.org/web/20170312010126/http://www.apple.com/macbook-pro/>;  
<https://web.archive.org/web/20170703054826/https://www.apple.com/macbook/>;  
<https://web.archive.org/web/20161118213139/https://www.apple.com/macbook-pro/> (last visited May 9, 2019).

1 116. Consumers who choose laptops over tablets or desktops often do so because of the  
2 mobility of a laptop as compared to a desktop, and the comfort of a fixed physical keyboard—which is  
3 typically not a feature of tablets.

4 117. The keyboard’s operability is critical to the workings of the laptop itself. Many of the  
5 central functions of a laptop cannot be performed without a working keyboard.

6 118. Apple acknowledges the core functionality of the keyboards in the MacBook, recognizing  
7 that the keyboard is “an essential part of any notebook” computer, as an excerpt from Apple’s website  
8 shows:

9 **A keyboard refined for an even better**  
10 **hands-on experience.**

11 We believe that a comfortable, full-size keyboard is an essential part of any  
12 notebook. To fit one into MacBook, we designed a keyboard from the ground up —  
13 including each key and its underlying mechanism. This makes the whole keyboard  
14 not only much thinner, but also more comfortable and precise, so your fingers feel  
15 right at home.

16 **Overview of Keyboard Technology and Technological Advances**

17 119. Early versions of the modern computer had thick keyboards with clunky and mechanical  
18 keys that operated on buckling spring mechanisms.

19 120. As the consuming public increasingly opted for laptops, manufacturers began using new  
20 technology to make laptops sleeker and more portable.

21 121. Laptop manufacturers introduced a traditional scissor mechanism for keyboard keys, often  
22 called a “scissor switch.” In that mechanism, the keys are attached to the keyboard via two pieces that  
23 interlock in a scissor-like fashion

24 122. In 2015, with the unveiling of its new 12-inch MacBook, Apple installed new “butterfly”  
25 keyboards into the MacBook. The butterfly keyboards are slimmer than the scissor-switch keyboards,  
26 and enabled Apple to make its laptops thinner.

27 **Apple Launches the MacBook Without Disclosing the Keyboard Defect**

28 123. Apple introduced MacBooks equipped with butterfly keyboards in spring 2015. The  
launch event for the MacBook was broadcast from Apple headquarters in Cupertino on March 9, 2015.

1 During this event, Apple’s Senior Vice President for worldwide marketing, Phil Schiller, touted the  
2 keyboard:

3           The butterfly mechanism is built with a single assembly. And is supported by  
4 a stainless steel dome switch. And that *all adds up to a key that is much more*  
5 *precise, and accurate. In fact it is four times more stable than that scissor*  
6 *mechanism. Yet is 40% thinner allowing us to make a thinner keyboard. And*  
7 *we also made the key cap larger, making it even easier to strike and get a*  
8 *beautiful typing experience. . . . The keys are much more precise, much more*  
9 *accurate, even if you strike them on the side. It is a beautiful keyboard . . . .*

10           124. Apple’s press release for the new MacBook boasted “an Apple-designed butterfly  
11 mechanism that is an amazing 40 percent thinner than a traditional keyboard scissor mechanism yet four  
12 times more stable, providing greater precision no matter where your finger strikes the key.”<sup>17</sup>

13           125. With the release of its 2015 MacBook, Apple promoted a newly designed butterfly  
14 keyboard in the 2015 MacBook as an “innovative design” that “improves stability, uniformity, and  
15 control—no matter where you press the key.”<sup>18</sup> Apple’s website included this language and these images:

### 16 Butterfly mechanism

17 Traditional keyboards use a scissor mechanism, which tends to wobble around the edges. This creates a  
18 lack of precision when you strike anywhere except the center of the key. We needed to reduce key  
19 wobbling for a keyboard this thin; otherwise, striking a key off-center could result in the keycap hitting  
20 bottom before a keystroke registers. So we designed an entirely new butterfly mechanism, which is wider  
21 than the scissor mechanism and has a single assembly made from a stiffer material — allowing for a more  
22 stable, responsive key that takes up less vertical space. This innovative design improves stability, uniformity,  
23 and control — no matter where you press on the key.



24 TRADITIONAL  
SCISSOR MECHANISM



25 APPLE-DESIGNED  
BUTTERFLY MECHANISM

26  
27 <sup>17</sup> <https://www.apple.com/newsroom/2015/03/09Apple-Unveils-All-New-MacBook/> (last visited May  
8, 2019).

28 <sup>18</sup> <https://web.archive.org/web/20150411163840/http://www.apple.com/macbook/design/> (last visited  
May 8, 2019).

1           126. Apple first sold MacBooks equipped with butterfly keyboards on April 10, 2015. Since  
2 then, Apple has released updated versions of the MacBook on April 19, 2016 and June 5, 2017. The  
3 prices of these products ranged from \$1,299 to \$1,599 depending on, among other things, processor and  
4 storage options.

5           127. In late 2016, Apple introduced its updated MacBook Pro. Apple's press release described  
6 the laptop as "revolutionary" and "groundbreaking" with "breakthrough performance." One of the main  
7 selling points for the MacBook Pro was its keyboard. Apple characterized the MacBook Pro as possessing  
8 "[m]ore responsive and comfortable typing on the keyboard" and as containing "the most responsive  
9 keyboard ever."

10           128. The launch event for the MacBook Pro (also held in Cupertino) occurred on October 27,  
11 2016. Schiller, the Apple marketing executive, again touted the capabilities of the laptop's butterfly  
12 keyboard, hailing it as an upgrade and stating that "the keyboard . . . [is] more responsive, it gives an  
13 even greater sense of keyboard travel as you press on it. It is a great keyboard. I could talk all day about  
14 it."

15           129. Apple has since released updated versions of the MacBook Pro on November 12, 2016,  
16 June 5, 2017, July 12, 2018, May 21, 2019, and July 9, 2019. Apple equipped and continues to equip all  
17 of these products with butterfly-mechanism keyboards. The price of the MacBook Pro ranges from  
18 \$1,299 to \$2,799, depending on screen size, memory, processor speed, and other optional features.

19           130. On October 30, 2018 and July 9, 2019, Apple released new versions of the MacBook Air  
20 laptops with butterfly keyboards.<sup>19</sup> Pre-2018 model year MacBook Air laptops did not contain a butterfly  
21 keyboard. The price of the MacBook Air ranges from \$999 to \$2,499, depending on display quality,  
22 memory, storage, processor speed, and other optional features.

23           131. The MacBook can be purchased directly from Apple at its storefront locations or through  
24 its online store. The MacBook also is available for purchase through third-party retailers such as B&H  
25 Photo Video, Amazon, Best Buy, and Walmart.

26  
27  
28 <sup>19</sup> <https://www.cnet.com/news/macbook-air-2018-retina-display-touch-id-1199-available-nov-7/> (last  
visited May 7, 2019); <https://9to5mac.com/2019/07/09/9to5mac-daily-july-09-2019/> (last visited April  
14, 2020).



1           132. Apple has repeatedly emphasized—and continues to emphasize—the high-quality  
2 construction of the MacBook and its components, including the keyboard. Through various media, Apple  
3 represented to consumers that the MacBook keyboard is highly responsive and more stable and precise  
4 than traditional keyboards.

5           133. As discussed above, before purchasing a MacBook, each Plaintiff reviewed the contents  
6 of Apple’s MacBook, MacBook Pro, and MacBook Air webpages, which included specific  
7 representations about the stability and responsiveness of the keyboard. These webpages do not—and  
8 never did—disclose that the MacBook is prone to keyboard failure.

9           134. Before purchasing and/or using a MacBook, each Plaintiff also was exposed to  
10 representations on their laptop’s external packaging. The MacBook’s box displays basic product  
11 information like the laptop model number, serial number, and product specs. The box does not—and  
12 never did—disclose that the MacBook’s keyboard has a propensity to fail.

13           135. Apple had numerous opportunities and means to disclose the butterfly keyboard defect  
14 prior to or at the time of Plaintiffs’ purchases, or during the period in which Plaintiffs could have returned  
15 their laptop for a full or partial refund. After purchasing but before using their MacBook, each Plaintiff  
16 was required to, and did, undertake Apple’s standard MacBook setup process. During this process  
17 Plaintiffs interacted with Apple regarding their MacBook and received or observed information  
18 disseminated by Apple about how to use the product. Plaintiffs conducted general setup activities like:  
19 (1) connecting to the internet; (2) migrating data to and from other devices; (3) downloading Apple  
20 applications; and (4) otherwise enrolling in Apple and Apple product services. Through the setup process,  
21 before they began using their laptop, Plaintiffs were presented with and required to acknowledge  
22 additional information and disclosures about the laptop (e.g., diagnostic information, terms of service,  
23 privacy policy, and location services). Nowhere did Apple’s setup process inform Plaintiffs that the  
24 MacBook had defective keyboards.

25           136. Despite having numerous opportunities and means to disclose the butterfly keyboard  
26 defect prior to and at the time of purchase, Apple uniformly and continuously failed to do so.

1 137. Apple permits customers to return a MacBook purchased directly from Apple (i.e., at  
2 Apple’s online or retail stores) for a refund within 14 calendar days after receiving the laptop. Some  
3 retailers, such as B&H Photo Video, allow customers to return products up to 30 days after purchase.

#### 4 **The Keyboard Defect Manifests Soon After Launch**

5 138. The MacBook suffers from a latent, physical defect. Though it appears to function  
6 normally when new, the MacBook has a defective keyboard. As numerous online consumer complaints  
7 describe, after consumers purchase the MacBook, their keyboard suffers from one or more problems  
8 including keys sticking, keystrokes failing to register, a key typing a letter or command multiple times  
9 even though it was pressed only once, and keys not working at all. These problems prevent or seriously  
10 impair use of the computer. They result from a defect that permits what should be an uneventful  
11 occurrence—the exposure to minute amounts of dust or debris—to render one or more keys inoperable.

12 139. When users experience these keyboard problems, the MacBook fails in one of its most  
13 central functions: inputting keystroke commands. Consequently, when the defect manifests, it is  
14 impossible to use the MacBook for its ordinary and intended purpose.

15 140. One journalist illustrated this point by writing an entire article with his defective keyboard,  
16 which is available at:

17 [https://www.businessinsider.com/apple-macbook-pro-butterfly-keyboard-unreliable-review-2018-](https://www.businessinsider.com/apple-macbook-pro-butterfly-keyboard-unreliable-review-2018-5?r=UK&IR=T)  
18 [5?r=UK&IR=T.](https://www.businessinsider.com/apple-macbook-pro-butterfly-keyboard-unreliable-review-2018-5?r=UK&IR=T)

19 141. A similar article appeared in the Wall Street Journal on March 27, 2019:  
20 [https://www.wsj.com/graphics/apple-still-hasnt-fixed-its-macbook-keyboard-problem/.](https://www.wsj.com/graphics/apple-still-hasnt-fixed-its-macbook-keyboard-problem/)

21 142. A leading Apple commentator, John Gruber, described the defect as “one of the biggest  
22 design screwups in Apple history. Everyone who buys a MacBook depends upon the keyboard and this  
23 keyboard is undependable.”<sup>20</sup>

24 143. Each MacBook has the butterfly keyboard mechanism. The MacBook is uniformly  
25 plagued by—and will eventually experience—the keyboard defect.

26  
27  
28 

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<sup>20</sup> <https://daringfireball.net/linked/2018/04/25/johnston-mbp-keyboard> (last visited May 8, 2019).

1 144. The internet is replete with complaints from consumers who have expressed  
2 dissatisfaction about the defect on Apple's own website, social media, internet message boards, and  
3 product pages on retailer websites.

4 145. Consumers described MacBook keyboard failures in public forums immediately after the  
5 MacBook was released and immediately after the MacBook Pro was released. Within a month after the  
6 MacBook's April 2015 release, many consumers were complaining about failing keyboards on Apple's  
7 discussion forums:

- 8 • ronsavell, posted May 18, 2015:

9 The spacebar on my new 12" macbook is not working properly on the right side. Is anyone  
10 else having this problem, if so, is there a solution? It feels like it is bottoming out on that side,  
11 i don't really know how to explain it. If I press it more towards the middle or on the left side  
12 it works fine.<sup>21</sup>

- 13 • calliefromlivermore, posted June 1, 2015:

14 Yup I had the same issue, returned it and exchanged it for a new one, and now the second  
15 one is having the same issue. Apple is going to have a huge issue with this I think.<sup>22</sup>

16 146. Many other consumers described their problems through other mediums, including one  
17 consumer who posted within a week after the MacBook became available for purchase:

- 18 • Matt2053, posted Apr. 15, 2015:

19 . . . the "H" doesn't register when I press it on the corners. I have to hit it right in the middle.<sup>23</sup>

- 20 • Appleuserindc, posted May 22, 2015:

21 The C key on my new MacBook has a subtle but noticeable problem. I noticed yesterday  
22 morning that typing C wasn't always registering. I played around with the key and discovered  
23 that pressing the top of the key registered a normal click like the rest of the keys, but pressing  
24 at the bottom of the key was mushy with no click. I have an appointment at the Genius Bar

25  
26  
27 <sup>21</sup> <https://discussions.apple.com/thread/7048209> (last visited May 8, 2019).

28 <sup>22</sup> *Id.*

<sup>23</sup> <https://forums.macrumors.com/threads/new-keyboard-h-key.1867551/> (last visited May 8, 2019).

Monday. I'm posting this to see if other people have a similar problem. Never had a key fail on an Apple keyboard before . . . .<sup>24</sup>

147. Similarly, many complaints about the MacBook Pro's keyboard were made within a few weeks of that product's release:

- Roch, posted Nov. 15, 2016:

My 2016 15" MacBook Pro arrived yesterday (as one of the first). 63 of the 64 keys work fine. But the i-key most of the time types the letter twice. I suggest you test out your keyboard thoroughly. With auto-correct it can be easy to think it works. However, my password contains the letter i, and I quickly became super frustrated not being able to get my password right . . . . So take a document, turn off auto-correct, and check all the keys.<sup>25</sup>

- Craigner, posted Nov. 15, 2016:

I have the same thing with my brand new 15 inch! The u key. Sometimes it doesn't work at all. Other times it types twice. Guess I'll be returning it. Wanted to take this laptop on a trip next week.<sup>26</sup>

148. A high volume of complaints about the MacBook Pro continued to surface in the weeks and months that followed, including on Apple's own discussion page:

- ManuCH, posted Nov. 23, 2016:

After a lot of waiting and refreshing the delivery tracking page, my 2016 MacBook Pro 15" (BTO with 2.9 GHz and 1TB SSD) arrived. And guess what - the keyboard is defective.

Yes, the "e" key is broken, meaning that it sometimes registers twice (depending on where you press on it exactly, ie. the lower right corner is worse). . . . I tried wiggling, pressing hard, canned air, the usual stuff - no dice.

So there you go, a brand new machine which I spent a fortune on, with a broken key. I went to the Apple Store but they suggested I get it replaced by AppleCare, as they don't even have the spare parts to repair it yet.<sup>27</sup>

- Desmond Harte, posted on Nov. 24, 2016:

<sup>24</sup> <https://forums.macrumors.com/threads/macbook-12-c-key-failing.1885101/> (last visited May 8, 2019).

<sup>25</sup> <https://forums.macrumors.com/threads/macbook-pro-2016-keyboard-failure.2015079/> (last visited May 8, 2019).

<sup>26</sup> *Id.*

<sup>27</sup> <https://discussions.apple.com/thread/7759662> (last visited May 8, 2019).

1 Number 4 for me on 13” model. Sometimes registers twice, sometimes registers ‘4od’ and  
 2 other things. Hold it down and it will randomly repeat despite the keyboard not being set to  
 3 repeat. Also have a defective trackpad, rattles and other things. Not a great showing at all.  
 4 Returning for refund. Will reconsider my position in terms of buying another MacBook given  
 what are clearly very profound lapses in quality control that should not happen on a machine  
 that costs over £2,000.<sup>28</sup>

- 5 • Doridian, posted on Nov. 30, 2016:

6 I recently got my new 2016 MacBook Pro 15”. . . . Sometimes I have to hit it 5 times to make  
 7 it work. . . . Is this a software or a hardware issue? Will this just go away entirely with more  
 8 use? What should I do?<sup>29</sup>

9 149. Many other consumers have contacted Apple directly to notify it that the MacBook is  
 10 defective. The following sampling of complaints—many from Apple’s own message board—  
 11 demonstrate Apple’s awareness that the MacBook is defective even as it continued to market newer  
 12 models with the same defect:

- 13 • Dan1ell, posted on Apr. 15, 2018:

14 I have a stuck key on the butterfly keyboard of a MacBook Pro (13-inch, 2016). . . .  
 15 [Apple] reference[s] compressed air.<sup>30</sup>

- 16 • Juan1982, posted on Apr. 29, 2018:

17 I’ve had my new Macbook pro (15” 2017) for a month and already I have 4 keys solidly  
 18 stuck and half of the keyboard with stubborn keys. This results in me taking longer to do  
 19 my work and also, having to smack down on the keys so that I don’t misspell everything.  
 20 The new keyboard is horrible. I’ve been looking through articles on how to clean the  
 21 keyboard but I’m very confused. . . . Apple suggests using compressed air to clean under  
 the keys and warns that we should not attempt to clean the keys without Genius Bar  
 supervision. (Geez!) . . . I need a solution. It’s a \$2300 machine. . . The keyboard can’t be  
 22 this bad. Please help me recover my keys.<sup>31</sup>

- 23 • Sue AK, posted on Apr. 10, 2018:

24 . . . the spacekeydoesnot place a space between words.<sup>32</sup>

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

26 <sup>29</sup> <https://discussions.apple.com/thread/7769334> (last visited May 8, 2019).

27 <sup>30</sup> <https://discussions.apple.com/thread/8359279> (last visited May 8, 2019).

28 <sup>31</sup> <https://discussions.apple.com/thread/8375729> (last visited May 8, 2019).

<sup>32</sup> <https://discussions.apple.com/thread/8353304> (last visited May 8, 2019).

- 1 • iFriendly, posted on Apr. 17, 2018:

2 Macbook Pro 2018 butterfly keyboard, solutions?

3 I have a two week old MacBook Pro . . . .Within a few days of owning this MBP, they  
4 keys are sticking - I have had 3 keys get stuck while used in a clean office environment  
5 with light use. Is there anything I can do to stop these keys from sticking?<sup>33</sup>

- 6 • Anfield 17, posted on Aug. 28, 2017:

7 MacBook Pro (13-inch, 2017) Butterfly Keyboard Problem

8 On my new mac, all of the sudden the left shift key doesn't seem to work, and it would  
9 need a forced pressing for it to function.<sup>34</sup>

- 10 • jude x, posted on Oct. 8, 2017:

11 I have a 2017 15" MacBook Pro and was disappointed to discover recently that you get  
12 two presses for every one with the H key . . . . I'm concerned that this new second gen  
13 butterfly keyboard is not reliable which I find unacceptable on a device that cost me  
£2699.<sup>35</sup>

- 14 • Automaticftp, posted on Nov. 17, 2017:

15 I had the top case/keyboard replaced on a 2016 15" twice, meaning three different  
16 keyboards failed.<sup>36</sup>

- 17 • FFWest17, posted on Dec. 19, 2017:

18 Ironically enough, I experienced the same problem. First with a MacBook (with the first  
19 generation butterfly switch) and now with my 15" MacBook Pro (second generation  
20 butterfly switch). . . . This time, it is the "B" key (which sometimes works and other times  
21 either registers multiple keystrokes with a single press or no keystrokes at all).<sup>37</sup>

- 22 • WestVanPete, posted on Jan. 20, 2018:

23 I just had the same problem today. Return Key stopped working. Took it in, guy said I  
24 would need a new "Top Cover" whatever that is. Thank Christ I paid for AppleCare, or it

25 \_\_\_\_\_  
26 <sup>33</sup> <https://discussions.apple.com/thread/8362778> (last visited May 8, 2019).

27 <sup>34</sup> <https://discussions.apple.com/thread/8051207> (last visited May 8, 2019).

28 <sup>35</sup> <https://discussions.apple.com/thread/8106230> (last visited May 8, 2019).

<sup>36</sup> *Id.*

<sup>37</sup> *Id.*

1 would be \$690 Canadian. I told him I'd never buy another one of these again. Under his  
2 breath he said 'I can't blame you'. Sad.<sup>38</sup>

- 3 • Vslow, posted on May 3, 2018:

4 I have the same problem. It started just after 2 months with a key "e". And then it was  
5 happening for a space key. After I brought it to a Service Center (when the warranty was  
6 still active) they said that they reassembled something and the problem is gone. It was true  
7 for a day, but the next day problem with key "e" returned, also for key "a". And now key  
8 "command" stopped working. This is ridiculous, I walk to the meetings with wireless  
9 magic keyboard . . . because without it MacBook Pro is not usable.<sup>39</sup>

- 10 • ugleAK, posted on May 6, 2018:

11 I have the same problem. Both with the spacekey, but also <. It's like they're stuck and I  
12 have to press them really hard, which made the < key to break off yesterday. I went to an  
13 applestore for help. They told me it's a mechanical problem and that the whole keyboard  
14 would have to be replaced. It'll be around 370 GBP. I'm a student and I saved up for this  
15 computer for like 4 years, and will never be able to afford paying for a new keyboard  
16 every second year. My macbook pro is not even 1 year old yet. And to hear that I'm not  
17 the only one having this problem makes me so frustrated!<sup>40</sup>

- 18 • Nobitasan17, posted Dec. 6, 2017:

19 Well I have similar issue as well. After 2 months, the notorious 'b' key started acting up.  
20 I just searched the Internet and looked like this was a common issue reported by others  
21 too. Pressing the 'b' key either didn't work at all or caused the 'bb' . . . .

22 The guy at Genius Bar said because I lifted the key it voided the warranty. They didn't  
23 listen to the fact that this \$2000 laptop had issue with the keyboard and therefore I lifted  
24 the key to look. I have to pay \$400 to get it repaired and it will take 4-5 days.

25 . . . . Apple couldn't handle this any poorer.<sup>41</sup>

- 26 • Wubsylol, posted Feb. 2, 2018:

27 My B, E, G, and J keys are all starting to exhibit the symptoms described in here; double  
28 presses are the most common, but occasionally it won't work at all and requires an  
incredibly hard press.

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38 *Id.*

39 <https://discussions.apple.com/thread/8106230?page=2> (last visited May 8, 2019).

40 *Id.*

41 <https://forums.macrumors.com/threads/2017-macbook-pro-with-touch-bar-keyboard-issue.2083845/>  
(last visited May 8, 2019).



1 A frustrating development considering my MBP is only 2 and bit months old. I've tried  
 2 cleaning it with compressed air (as per the Apple support document) but that did nothing.  
 . . .<sup>42</sup>

- 3 • WeezyWally, posted May 1, 2018:

4 I'm super careful with my electronics and always clean and make sure no dirty gets in  
 5 the keys but my shift key still failed on me. It's very frustrating because my old MBP  
 6 works perfectly and I can type as hard/soft as I like without worrying.<sup>43</sup>

- 7 • BobTheHeart, posted April 30, 2018:

8 The 2016 15in w/ touch bar is my third MacBook, had my keyboard replaced last summer  
 9 after the spacebar became unclickable along with some other keys. Never had any  
 10 keyboard issues with my previous computers<sup>44</sup>

- 11 • MichalxH, posted Feb. 5, 2018:

12 What is interesting that most of the broken keys are "B", "H", "N". . . . I'm experiencing  
 13 same problem with 13" MBP Late 2017, my "N" key is working in only about 25% of  
 time. . . .<sup>45</sup>

14 150. The problems with the MacBook's butterfly keyboard are so prevalent that, as of this  
 15 filing, a petition initiated in the first week of May 2018 on Change.org demanding that Apple recall the  
 16 affected MacBook has garnered over 40,000 signatures.<sup>46</sup>

17 151. As detailed in the next section, Apple knew of the butterfly keyboard's vulnerabilities  
 18 from its research and development of the butterfly mechanism and through its pre-release testing.

19 152. In addition, complaints appeared on discussion pages hosted on Apple's website as early  
 20 as May 2015—the month after the MacBook was released. Apple continuously monitors those web pages.  
 21 Apple also regularly monitors other web pages, including MacRumors, on which consumers complained  
 22 about keyboard problems beginning on April 15, 2015, which was five days after the MacBook came to  
 23

24 <sup>42</sup>[https://forums.macrumors.com/threads/2017-macbook-pro-with-touch-bar-keyboard-](https://forums.macrumors.com/threads/2017-macbook-pro-with-touch-bar-keyboard-issue.2083845/page-2)  
 25 [issue.2083845/page-2](https://forums.macrumors.com/threads/2017-macbook-pro-with-touch-bar-keyboard-issue.2083845/page-2) (last visited May 8, 2019).

26 <sup>43</sup>[https://www.reddit.com/r/apple/comments/8g13we/2016\\_macbook\\_pro\\_butterfly\\_keyboards\\_failing/](https://www.reddit.com/r/apple/comments/8g13we/2016_macbook_pro_butterfly_keyboards_failing/)  
 (last visited May 8, 2019).

27 <sup>44</sup> *Id.*

28 <sup>45</sup> <https://discussions.apple.com/thread/8106230> (last visited May 8, 2019).

<sup>46</sup>[https://www.change.org/p/apple-apple-recall-macbook-pro-w-defective-keyboard-replace-with-](https://www.change.org/p/apple-apple-recall-macbook-pro-w-defective-keyboard-replace-with-different-working-keyboard)  
[different-working-keyboard](https://www.change.org/p/apple-apple-recall-macbook-pro-w-defective-keyboard-replace-with-different-working-keyboard) (last visited May 8, 2019).

1 market. Many consumers contacted Apple directly about MacBook keyboard problems, and Apple also  
2 actively monitored and engaged with consumers about MacBook keyboard problems on internet message  
3 boards, social media, and retailer websites.

4 **Apple Knew About the Defect and Actively Concealed It**

5 153. Apple’s patent filings and in-house testing records demonstrate that, at all relevant times,  
6 it has had exclusive knowledge of the butterfly keyboard’s defective nature.

7 154. Apple designed the butterfly keyboard mechanism. Nearly two years before the release of  
8 the 2015 MacBook, Apple filed a patent for “low-travel key mechanisms using butterfly hinges.”<sup>47</sup> The  
9 patent application reveals that Apple researched and tested several embodiments of the butterfly  
10 mechanism to develop a thinner, more stable keyboard. Apple also focused its design efforts on ensuring  
11 that “[t]he tactile performance of the key mechanism is consistent regardless of where a user presses  
12 down on a key.”

13 155. After releasing the 2015 MacBook, Apple continued to test and modify the butterfly  
14 mechanism. On May 13, 2015, Apple filed a patent entitled “Keyboard Assemblies Having Reduced  
15 Thicknesses and Method of Forming Keyboard Assemblies.”<sup>48</sup> In this filing, Apple observed that  
16 reduction in the size of a keyboard component can degrade the “strength, and ultimately the operational  
17 life of the component. This may cause the operational life of the keyboard assembly and/or electronic  
18 device to be reduced as well.” Apple also proposed a method by which electrical contacts “may be sealed  
19 and/or protected from contaminants” and suggested that the keyboard could include a membrane layer,  
20 which “may include sheets, films, or the like.”

21 156. The 2016 MacBook—released on April 19, 2016—had the same butterfly mechanism as  
22 the 2015 model, without a membrane layer. Apple continued to promote the MacBook’s keyboard as  
23 being more stable and responsive.<sup>49</sup>

24  
25 \_\_\_\_\_  
26 <sup>47</sup> <https://patentimages.storage.googleapis.com/84/7a/c8/856d96347b47ae/US20140116865A1.pdf> (last  
visited May 8, 2019).

27 <sup>48</sup> [https://patentscope.wipo.int/search/en/detail.jsf?docId=WO2016183488&tab=PCTDESCRIPTION&  
maxRec=1000](https://patentscope.wipo.int/search/en/detail.jsf?docId=WO2016183488&tab=PCTDESCRIPTION&maxRec=1000) (last visited May 8, 2019).

28 <sup>49</sup> <https://web.archive.org/web/20160421015128/http://www.apple.com:80/macbook/design> (last  
visited May 8, 2019).

1           157. On May 13, 2016, Apple filed a patent application entitled “Keyboard for Electronic  
2 Device.”<sup>50</sup> In that application, Apple acknowledged that “[i]f even one key in a fully assembled keyboard  
3 is not working properly, the entire keyboard may be deemed defective.” Apple also admitted that “a piece  
4 of debris, such as sand, crumbs, dust, or the like, may interfere with the movement of the butterfly hinge  
5 during the actuation of the key” and that operation of the butterfly mechanism “may allow debris or other  
6 contaminants to fall under the keycap.” This application shows that Apple researched design alternatives  
7 that could minimize the impact of debris or other contaminants on the movement of the keys, such as  
8 providing “clearance underneath components of the keys to provide a space for debris to accumulate  
9 without causing binding and/or other interference with the motion of the key.” Similarly, Apple explored  
10 use of a silicone cover for certain components.

11           158. On September 8, 2016, Apple filed a patent application entitled “Ingress Prevention for  
12 Keyboards.”<sup>51</sup> The application concerns designs that may “prevent ingress of contaminants such as dust  
13 or liquid into keyboards.” The application acknowledges that “contaminants (such as dust, dirt, food  
14 crumbs, and the like) may lodge under keys, blocking electrical contacts, getting in the way of key  
15 movement, and so on.” Apple proposed several mechanisms to “prevent and/or alleviate contaminant  
16 (such as dust, liquid, and so on) ingress.” “These mechanisms may include membranes or gaskets that  
17 block contaminant ingress; structures such as brushes, wipers, or flaps that block gaps around key caps;  
18 funnels, skirts, bands, or other guard structures coupled to key caps that block contaminant ingress into  
19 and/or direct contaminants away from areas under the key caps; bellows that blast contaminants with  
20 forced gas out from around the key caps, into cavities in a substrate of the keyboard, and so on; and/or  
21 various active or passive mechanisms that drive contaminants away from the keyboard and/or prevent  
22 and/or alleviate contaminant ingress into and/or through the keyboard.”

23           159. Apple filed these patent applications before it released the 2016 MacBook Pro on October  
24 27, 2016. Apple equipped that MacBook with a “second-generation” butterfly keyboard. The 2017  
25 models of the MacBook and MacBook Pro—released in June 2017—likewise incorporated the second-

26 \_\_\_\_\_  
27 <sup>50</sup> <https://patents.google.com/patent/US20160351360A1/en?q=keyboard&q=butterfly&assignee=Apple>  
(last visited May 8, 2019).

28 <sup>51</sup> <https://patents.google.com/patent/US20180068808A1/en?q=US2018%2f0068808> (last visited May  
8, 2019).

1 generation butterfly keyboard. The second-generation butterfly mechanism either did not incorporate any  
2 of the ingress prevention mechanisms identified in Apple’s patent applications, or did so ineffectively.

3 160. Apple nevertheless continued to promote the keyboards for the MacBook as being four  
4 times more stable than traditional keyboards.<sup>52</sup> Apple claimed that “[n]ow, with our second-generation  
5 butterfly mechanism, the keyboard experience is refined for greater comfort and responsiveness.”<sup>53</sup>

6 161. On July 12, 2018, Apple released a new version of the MacBook Pro with a “third-  
7 generation” butterfly keyboard. Apple advertised the product as “providing four times more key stability  
8 than a traditional scissor mechanism.”<sup>54</sup>

9 162. The 2018 MacBook Pro—one of the computers at issue in this case—contains a silicone  
10 membrane under its keyboard. Apple initially denied that it added this membrane to prevent keyboard  
11 failures, claiming that the membrane was intended only to make the keyboards quieter.<sup>55</sup> But a leaked  
12 memorandum distributed to Apple’s Authorized Service Providers casts doubt on Apple’s claim. Apple  
13 admitted in that document that it added the silicone membrane to the third-generation butterfly keyboard  
14 to “prevent debris from entering the butterfly mechanism.”<sup>56</sup>

15 163. Apple’s own engineering conclusions, and the continuing failures experienced by  
16 purchasers of new MacBooks, show that the third-generation silicone membrane is not effective in  
17 preventing key failure.<sup>57</sup> See ¶¶ 152, 177–81, *infra*. Even with this membrane, a lodged particle as small  
18 as a grain of sand can trigger failure.<sup>58</sup>

19  
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22 <sup>52</sup> <http://web.archive.org/web/20161028235746/http://www.apple.com/macbook-pro/> (last visited May  
13, 2019); <https://web.archive.org/web/20160914130936/https://www.apple.com/macbook/design/> (last  
23 visited May 8, 2019).

24 <sup>53</sup> <https://web.archive.org/web/20190502103352/https://www.apple.com/macbook/> (last visited Apr. 10,  
2020).

25 <sup>54</sup> <https://web.archive.org/web/20190501042825/https://www.apple.com/macbook-pro/> (last visited  
Apr. 10, 2020).

26 <sup>55</sup> <https://www.cnet.com/news/apple-says-new-macbook-pro-keyboard-wont-fix-sticky-key-issue/> (last  
27 visited May 8, 2019).

28 <sup>56</sup> *Id.*

<sup>57</sup> <https://ifixit.org/blog/10319/butterfly-keyboard-teardown/> (last visited May 8, 2019).

<sup>58</sup> *Id.*

1 164. [REDACTED]  
2 [REDACTED]  
3 [REDACTED]

4 165. On October 30, 2018, Apple released a new version of the MacBook Air with the third-  
5 generation butterfly keyboard.<sup>59</sup> Apple claimed that the keyboard in the 2018 MacBook Air provides  
6 “four times more key stability than a traditional scissor mechanism.”<sup>60</sup>

7 166. In addition to the research and testing that accompanied Apple’s development of the patent  
8 applications, Apple tested the keyboards under real-world conditions prior to releasing each MacBook  
9 model. Apple states that before launching a product, it “puts [its] hardware to the test in [its] Reliability  
10 Testing Lab using methods that mimic real-world experiences.”<sup>61</sup>

11 167. Apple also operates an “Input Design Lab” in which Apple designs and tests keyboards  
12 for the MacBook.<sup>62</sup> The lab contains machinery designed to analyze the performance and durability of  
13 Apple’s hardware. Apple states that “[e]very new product requires its own test.” One machine, called a  
14 “tapper,” pokes each keycap five times—once on each corner and once in the center—to test whether  
15 keystrokes register. Another machine employed by Apple tests keyboard endurance by tapping a key up  
16 to 5 million times.

17 168. Apple’s testing was designed to, and did, test the MacBook keyboard for instability and  
18 lack of responsiveness. Apple’s testing revealed that the MacBook keyboard is susceptible to  
19 malfunctioning, including from exposure to even small amounts of dust or other contaminants.

20 169. [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]

24 \_\_\_\_\_  
25 <sup>59</sup> <https://www.cnet.com/news/macbook-air-2018-retina-display-touch-id-1199-available-nov-7/> (last  
visited May 7, 2019).

26 <sup>60</sup> <https://web.archive.org/web/20190529040431/https://www.apple.com/macbook-air/> (last visited Apr.  
27 10, 2020).

<sup>61</sup> <https://www.apple.com/business/products-platform/> (last visited May 8, 2019).

28 <sup>62</sup> <https://www.wired.com/2015/10/what-i-saw-inside-apples-top-secret-input-lab/> (last visited May 8,  
2019).

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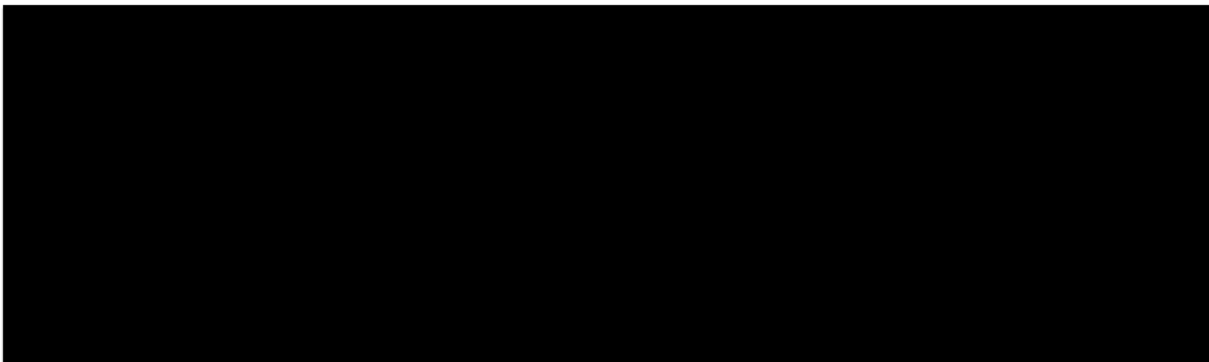
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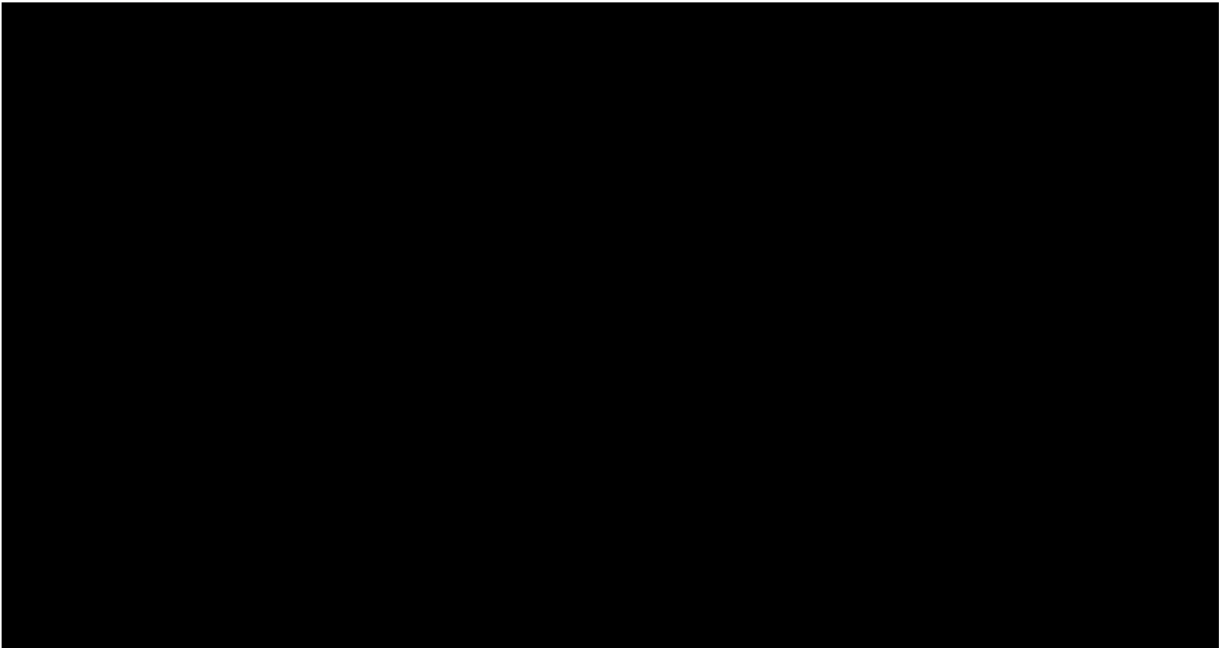
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172. Apple’s engineers made the above findings in March 2017. Thereafter, Apple continued (and still continues) to sell defective MacBooks without disclosing the keyboard defect.

173. As reflected in its patent applications and as confirmed by its presale testing, Apple knew of the propensity of its butterfly keyboard to fail. Apple’s knowledge of the defect, from its research, development, and comprehensive testing of the MacBook prior to release, was exclusive. Apple nevertheless sold—and continues to sell—the MacBook without disclosing its defective nature to consumers and while affirmatively promoting the defective keyboard as an innovative feature justifying the MacBook’s premium price.

**Apple Has Failed to Adequately Address the Keyboard Defect in the MacBook**

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

175. Apple’s warranty states, in pertinent part:

**WHAT IS COVERED BY THIS WARRANTY?**

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

\* \* \*

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

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

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

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

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

176. The Limited Warranty gives Apple sole discretion to repair, replace, or refund the purchase price of a defective MacBook. Apple has not exercised its discretion and carried out its obligations under this warranty in good faith. When a consumer submits a warranty claim, Apple instructs him or her to attempt futile repairs or troubleshooting or fails to provide an effective repair.

177. Where Apple has agreed to repair or replace defective MacBook keyboards, including through the Program, the repairs and replacements do not fix the keyboard defect. As a result, consumers have experienced repeated MacBook keyboard failures.

178. The images reproduced on the next page are Apple's instructions to consumers on its support page for troubleshooting the common keyboard problems.<sup>63</sup>

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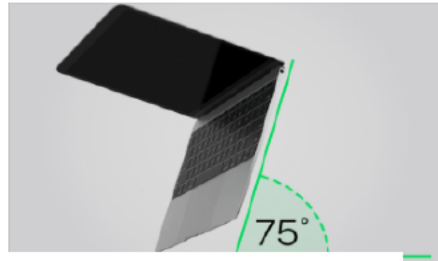
<sup>63</sup> <https://support.apple.com/en-us/HT205662> (last visited May 8, 2019).

## How to clean the keyboard of your MacBook or MacBook Pro

If your MacBook (2015 and later) or MacBook Pro (2016 and later) has an unresponsive key, or a key that feels different than the other keys when you press it, follow these steps to clean the keyboard with compressed air.

As you follow these steps, remember to use the straw included with the compressed air to control airflow, and keep the end of the straw about a half-inch away from the keyboard as you spray. Also remember to not invert the air can while you're spraying.

- 1 Hold your Mac notebook at a 75-degree angle, so it's not quite vertical.



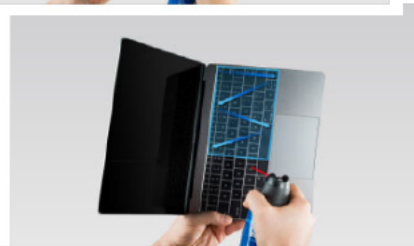
- 2 Use compressed air to spray the keyboard, or just the affected keys, in a left-to-right motion.



- 3 Rotate your Mac notebook to its right side and spray the keyboard again, from left to right.



- 4 Repeat the action, this time with your Mac notebook rotated to its left side.



179. No matter how often they are repeated, the four steps shown above do not fix the MacBook keyboard defect or prevent the keyboard from failing. At least one journalist has described Apple's

1 proposed solution as “absurd.”<sup>64</sup> One MacBook owner created a satirical song and video parodying  
2 Apple’s troubleshooting procedure, which is available at:

3 [https://www.youtube.com/watch?time\\_continue=83&v=FdS3tjEIqUA](https://www.youtube.com/watch?time_continue=83&v=FdS3tjEIqUA).

4 180. Numerous consumers have reported that Apple’s instructions for keyboard cleaning are  
5 not effective. Mere troubleshooting cannot fix the keyboard defect, because the associated product  
6 failures result from a defective design. It is because of a physical defect that the keyboards fail repeatedly  
7 even where Apple has attempted a repair.

8 181. The defectively designed keyboards are contained in each MacBook (2015 and later),  
9 MacBook Pro 13” (2016 through 2019), MacBook Pro 15” (2016 and later), and MacBook Air (2018  
10 through 2019).

11 182. Apple’s instructions to consumers to undertake home remedies to try to resolve MacBook  
12 keyboard failure reflect Apple’s attempt to shift the cost and burden of the keyboard defect to consumers.

13 183. When Plaintiffs attempted Apple’s suggested cleaning procedures or had these procedures  
14 performed by an authorized repair technician, the defect persisted, and Plaintiffs experienced repeat  
15 keyboard failures.

16 184. Plaintiffs’ experiences typify those of the Class. Many consumers who received a repair  
17 or replacement from Apple report subsequent or repeated keyboard failures:

- 18 • CalebJacob0, posted Apr. 17, 2018:

19 I’m on my second keyboard on my 15-inch 2016 MBP. Both times my keys got stuck  
20 they had to send it to Apple and replace the whole top piece where the keyboard is.

21 . . . A laptop that is so delicate and sensitive to dust is no good.<sup>65</sup>

- 22 • Automaticftom, posted Nov. 17, 2017:

23 I had the top case/keyboard replaced on a 2016 15” twice, meaning three different  
24 keyboards failed.<sup>66</sup>

25  
26 <sup>64</sup> <http://www.businessinsider.com/macbook-keyboard-issue-fix-detailed-by-apple-in-new-patent-2018-3> (last visited May 8, 2019)

27 <sup>65</sup> <https://forums.macrumors.com/threads/2017-macbook-pro-with-touch-bar-keyboard-issue.2083845/page-4> (May 8, 2019).

28 <sup>66</sup> <https://discussions.apple.com/thread/8106230> (last visited May 8, 2019).

- Naimfan, posted Nov. 3, 2017:

A brief review of threads in Apple support indicates it is relatively common. In my most recent communications with Apple, each person I spoke or chatted with has said keyboard issues are much more frequent than in the past. Only one person, at an Apple store, was willing to put a number on it; he suggested that he sees approximately 1 failure per 5 machines. I have no way of evaluating the veracity of that statement, but from my personal experience that seems low - as noted above, I'm on my third keyboard with this machine, and I'm headed to Apple on Saturday to insist on a replacement.<sup>67</sup>

- 537635, posted Apr. 22, 2018:

After three topcase replacements they put a 2017 topcase & keyboard back in January. Three months later I'm starting to get double keys registered instead of single ones.<sup>68</sup>

**The Keyboard Service Program**

185. On June 22, 2018, Apple announced its Program, which covers model year 2015 through 2019 MacBook and MacBook Pro laptops.<sup>69</sup>

186. According to Apple, the Program “covers eligible MacBook and MacBook Pro models for 4 years after the first retail sale of the unit.”<sup>70</sup>

187. Apple does not claim to have implemented any design changes in the replacement keyboards. The repairs offered under the Program are limited to “the replacement of one or more keys or the whole keyboard.”<sup>71</sup> Replacements provided under the Program have consistently failed again.

188. Under the Program, Apple

[REDACTED]

<sup>67</sup> <https://forums.macrumors.com/threads/2017-macbook-pro-with-touch-bar-keyboard-issue.2083845/> (last visited May 8, 2019).

<sup>68</sup> *Id.*

<sup>69</sup> <https://www.apple.com/support/keyboard-service-program-for-macbook-and-macbook-pro/> (last visited May 2, 2019).

<sup>70</sup> *Id.*

<sup>71</sup> *Id.*

1 189. [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 190. Through its Program, Apple forces many consumers to spend time and effort undergoing

6 keycap replacements that Apple knows will not fix the underlying problem.

7 191. When Apple agrees to replace an entire keyboard under the Program, it merely replaces it

8 with another defective keyboard.<sup>72</sup> The replacement keyboards provided under the Program have not

9 been updated or improved to address the root cause of the failures. Apple, for example, replaced

10 MacBook Pro keyboards with 2017-model keyboards of the same design and with only slightly different

11 markings.<sup>73</sup> Thus, as one website dedicated to Apple products observed, “The issue with the repair

12 program . . . is that Apple is simply swapping the faulty keyboard for a keyboard with the same Butterfly

13 design”—which means “consumers will have their faulty keyboard replaced with one of the same design,

14 equally as likely to fail.”<sup>74</sup>

15 192. Despite public denials, Apple knows that the MacBook keyboards are defective and that

16 its replacement of failed keyboards with equally defective keyboards will not resolve the underlying

17 problem.

18 193. After Apple announced the Program, consumers updated the Change.org petition to voice

19 their frustration with Apple’s refusal to implement a permanent fix for the failing keyboards, likening

20 Apple’s decision to replace defective keyboards with defective keyboards to a satiric story from The

21 Onion.<sup>75</sup>

22 194. Numerous consumers have experienced problems with replacement keyboards provided

23 through Apple’s Program:

24

25

26 <sup>72</sup> <https://ifixit.org/blog/10229/macbook-pro-keyboard/> (last visited May 7, 2019).

27 <sup>73</sup> *Id.*

28 <sup>74</sup> <https://9to5mac.com/2018/06/23/apple-macbook-service-program/> (last visited May 6, 2019).

<sup>75</sup> <https://www.change.org/p/apple-apple-recall-macbook-pro-w-defective-keyboard-replace-with-different-working-keyboard/u/22923068> (last visited May 8, 2019).

- 1 • Lauren Korfine, posted Sept. 4, 2018:

2 I had to send my laptop in for keys that weren't working once, and now I have the same  
3 problem again, less than 2 months later. Many of us don't have the ability to be without  
4 our laptops for a week at a time every few months.<sup>76</sup>

- 5 • Bd4, posted June 30, 2018:

6 I have a 2016 MacBook Pro 15" and got my keyboard replaced because of a sticky key.  
7 Got it back this week on Wednesday. After I got home, I noticed that the Arrow Up-Key  
8 is making strange noises when pressed. Well, two days later and the key failed . . . brand  
9 new keyboard, two days of light use.<sup>77</sup>

- 10 • Rnet posted, March 28, 2019:

11 The problem is that they replace those faulty keyboard with others of the same exact  
12 model with the same exact design flaw so all you're doing is kick[ing] the can down the  
13 road, and have it fail again, but this time right outside the extended warranty window.<sup>78</sup>

- 14 • Strangefeelingg, posted April 2, 2019:

15 I have a 2017 macbook pro. My keyboard was replaced last autumn and now 3 keys are  
16 stuck . . . .<sup>79</sup>

- 17 • ShezaEU, posted April 18, 2019:

18 My girlfriend went in to an Apple Store for her *third* replacement for a MacBook. They  
19 temporarily fixed it this time round with compressed air and advised her there was a  
20 *seventeen day* wait for a keyboard replacement.<sup>80</sup>

21 195. Apple's Program does not offer any relief to owners of model year 2018 MacBook Pro or  
22 MacBook Air laptops.

23 <sup>76</sup> [https://www.change.org/p/apple-apple-recall-macbook-pro-w-defective-keyboard-replace-with-different-working-keyboard/c?source\\_location=petition\\_show](https://www.change.org/p/apple-apple-recall-macbook-pro-w-defective-keyboard-replace-with-different-working-keyboard/c?source_location=petition_show) (last visited May 7, 2019).

24 <sup>77</sup> <https://forums.macrumors.com/threads/do-mbp-replacement-keyboards-have-the-same-problem.2125163/> (last visited May 3, 2019).

25 <sup>78</sup> <https://www.theverge.com/2019/3/27/18284042/apple-macbook-keyboard-apology-issues-bad-design> (last visited May 7, 2019).

26 <sup>79</sup> [https://www.reddit.com/r/apple/comments/b8niuz/nearly\\_half\\_of\\_the\\_thirdgen\\_apple\\_butterfly/ejz4153?utm\\_source=share&utm\\_medium=web2x](https://www.reddit.com/r/apple/comments/b8niuz/nearly_half_of_the_thirdgen_apple_butterfly/ejz4153?utm_source=share&utm_medium=web2x) (last visited May 7, 2019).

27 <sup>80</sup> [https://www.reddit.com/r/apple/comments/bejff0/how\\_are\\_the\\_mbp\\_users\\_dealing\\_with\\_the\\_repair/el7mhoo?utm\\_source=share&utm\\_medium=web2x](https://www.reddit.com/r/apple/comments/bejff0/how_are_the_mbp_users_dealing_with_the_repair/el7mhoo?utm_source=share&utm_medium=web2x) (last visited May 7, 2019).



1           196. The membrane in third-generation butterfly keyboards, which are incorporated in those  
2 product models, is ineffective at preventing keyboard failures. As Fortune magazine reported, “[i]n spite  
3 of the changes, the 2018 models are still the subjects of keyboard malfunctions.”<sup>81</sup> [REDACTED]  
4 [REDACTED]  
5 [REDACTED]

6           197. [REDACTED]  
7 [REDACTED]  
8 [REDACTED]

9           198. Many consumers have reported serious problems with their 2018 MacBook Pro or  
10 MacBook Air keyboards:

- 11           • 01guest, posted Oct. 4, 2018:

12                   I bought a brand new MacBook Pro . . . 2018 laptop. After 2 days of using only web  
13 surfing . . . certain part of the keyboard stopped working . . . I got a new one in the store  
14 for free. After couple days the same problem [o]ccurs, with exactly the same area in the  
15 right side of the keyboard.<sup>82</sup>

- 16           • ebolo, posted Nov. 10, 2018:

17                   However, after replacing the whole top case, the issue returned after just a week . . . As  
18 you can see, there are several double spaces within this post. I don’t even care to correct  
19 them anymore, too many of them to correct!<sup>83</sup>

- 20           • Topografica, posted Nov. 29, 2018:

21                   I just took my 2018 MacBook Pro in for a keyboard replacement. The keyboard problems  
22 plaguing the 2016 and 2017 model MBP’s *are not* fixed by the 2018 model.<sup>84</sup>

- 23           • Code cookies, posted Nov. 12, 2018:

24           <sup>81</sup> <http://fortune.com/2019/03/27/apple-apology-macbook-butterfly-keyboard-problem/> (last visited  
25 May 7, 2019).

26           <sup>82</sup> <https://discussions.apple.com/thread/8569067> (last visited May 8, 2019).

27           <sup>83</sup> <https://forums.macrumors.com/threads/gen-3-butterfly-keyboard.2127111/page-36> (last visited May  
28 8, 2019).

28           <sup>84</sup> [https://www.reddit.com/r/apple/comments/allhmm/i\\_just\\_took\\_my\\_2018\\_macbook\\_pro\\_in\\_for\\_a\\_key  
board/](https://www.reddit.com/r/apple/comments/allhmm/i_just_took_my_2018_macbook_pro_in_for_a_keyboard/) (last visited May 8, 2019).

1 Just started to experience my ‘o’ key and spacebar double pressing intermittently ~ 3  
2 months in on a 2018 MacBook Pro 13”.<sup>85</sup>

- 3 • Demis013, posted Dec. 10, 2018:

4 I’ve had mine for 2[.]5 weeks now and I experienced the same issues that people have  
5 described. Besides the keys repeating, a few days ago I also noticed that the letter e would  
6 simply not register a couple of times[.]<sup>86</sup>

- 7 • Sjinsjca, posted Dec. 10, 2018:

8 I have had my top-spec, fully loaded 2018 MBP for a few months now and recently  
9 noticed an increasing incidence of repeat keystrokes, mostly from n, m, o and space-bar.<sup>87</sup>

- 10 • Jamesgryffindor99, posted March 2, 2019:

11 I’m sick of the keyboard failures on the 2018 15” MBP. . . . Last night, my 1-week old  
12 replacement machine’s keyboard has already failed, with the I key duplicating. The  
13 original machine was bought in July 2018, and the first keyboard on that lasted for 5  
14 months, when it developed the duplicate keypress issue in December. Since then, I’ve  
15 gone through multiple top case swaps and the full MBP replacement. These keyboard  
16 issues keep happening 1-3 weeks after a repair/replacement and I do not abuse my  
17 machines.<sup>88</sup>

- 18 • Zombiemessiah, posted Nov. 25, 2018:

19 No typo in the headline. That was, I swear by everything holy, my one-month old  
20 keyboard from my Macbook Pro 13[.]3” 2018 model that produced th[]is double tt. There  
21 it is again . . . .<sup>89</sup>

22 199. In response to growing media attention on the butterfly keyboard problems, Apple claimed  
23 publicly that only a “small number of users” are having “issues with their third-generation butterfly  
24 keyboard.”

25 <sup>85</sup> <https://forums.macrumors.com/threads/gen-3-butterfly-keyboard.2127111/page-37> (last visited May  
26 8, 2019).

27 <sup>86</sup> <https://forums.macrumors.com/threads/gen-3-butterfly-keyboard.2127111/page-48> (last visited May  
28 8, 2019).

<sup>87</sup> <https://forums.macrumors.com/threads/gen-3-butterfly-keyboard.2127111/page-47> (last visited May  
8, 2019).

<sup>88</sup> [https://www.reddit.com/r/apple/comments/awk1j1/im\\_sick\\_of\\_the\\_keyboard\\_failures\\_on\\_the\\_2018\\_15/](https://www.reddit.com/r/apple/comments/awk1j1/im_sick_of_the_keyboard_failures_on_the_2018_15/)  
(last visited May 8, 2019).

<sup>89</sup> [https://www.reddit.com/r/mac/comments/a07q72/rantt\\_macbook\\_pro\\_2018\\_keyboard\\_issues/](https://www.reddit.com/r/mac/comments/a07q72/rantt_macbook_pro_2018_keyboard_issues/) (last  
visited May 8, 2019).

1 keyboard.”<sup>90</sup> Contrary to Apple’s claim, the keyboards on 2018 MacBook Pro and MacBook Air laptops  
2 continue to fail at a high rate.

3 200. In one online poll of approximately 7,400 users of 2018 model year MacBooks, 63%  
4 reported experiencing keyboard problems.<sup>91</sup> The continuing and widespread incidents prompted a Wall  
5 Street Journal technology journalist to publish an article, on March 27, 2019, criticizing Apple’s failure  
6 to resolve the butterfly keyboard problems and make its customers whole.<sup>92</sup>

7 201. Apple’s Program does not assure that Plaintiffs and other consumers will be fully  
8 compensated for their out-of-pocket expenses. Apple states only that consumers who have paid for repairs  
9 or replacements “can contact Apple about a refund” under the Program, without any indication that any  
10 consumers will in fact receive a refund. Nor has Apple provided any information about how consumers  
11 can obtain a refund, who is eligible for a refund, what sort of documentation, if any, consumers must  
12 provide to obtain a refund, or the amount of compensation Apple is willing to pay.

13 202. As a result of Apple’s failure to provide an effective remedy, Plaintiffs like Rao, Laurent,  
14 Gulker, and Ferguson—similar to numerous other consumers—have had to pay for external keyboards  
15 and repairs in order to have a functioning laptop.

16 203. In sum, the Program fails to cure the underlying defect in the MacBook keyboards. Each  
17 iteration of Apple’s butterfly keyboard contains a design defect that renders the keyboard prone to fail.

18 [REDACTED]  
19 [REDACTED] The Program does nothing to  
20 address these underlying design problems. Keyboards replaced through the Program continue to fail at a  
21 high rate.

22 204. Apple discontinued the butterfly keyboard in the most recent versions of its MacBook Pro  
23 and MacBook Air laptops, which were released in November 2019, March 2020, and May 2020.

24  
25 \_\_\_\_\_  
26 <sup>90</sup> <https://www.theverge.com/2019/3/27/18284042/apple-macbook-keyboard-apology-issues-bad-design> (last visited May 7, 2019).

27 <sup>91</sup> <https://m.signalvnoise.com/the-macbook-keyboard-fiasco-is-surely-worse-than-apple-thinks/> (last  
visited May 7, 2019).

28 <sup>92</sup> <https://www.wsj.com/graphics/apple-still-hasnt-fixed-its-macbook-keyboard-problem/> (last visited  
May 7, 2019).

1 **CLASS ACTION ALLEGATIONS**

2 205. Plaintiffs bring this lawsuit under Federal Rule of Civil Procedure 23(a), (b)(1), (b)(2),  
3 and/or (b)(3) as representatives of:

4 **Class**

5 All persons within the United States who purchased, other than for resale,  
6 one or more of the following Class Computers:

- 7 • MacBook (Retina, 12-inch, Early 2015)
- 8 • MacBook (Retina, 12-inch, Early 2016)
- 9 • MacBook (Retina, 12-inch, 2017)
- 10 • MacBook Air (Retina, 13-inch, 2018)
- 11 • MacBook Air (Retina, 13-inch, 2019)
- 12 • MacBook Pro (13-inch, 2016, Two Thunderbolt 3 Ports)
- 13 • MacBook Pro (13-inch, 2017, Two Thunderbolt 3 Ports)
- 14 • MacBook Pro (13-inch, 2019, Two Thunderbolt 3 Ports)
- 15 • MacBook Pro (13-inch, 2016, Four Thunderbolt 3 Ports)
- 16 • MacBook Pro (13-inch, 2017, Four Thunderbolt 3 Ports)
- 17 • MacBook Pro (15-inch, 2016)
- 18 • MacBook Pro (15-inch, 2017)
- 19 • MacBook Pro (13-inch, 2018, Four Thunderbolt 3 Ports)
- 20 • MacBook Pro (15-inch, 2018)
- 21 • MacBook Pro (13-inch, 2019, Four Thunderbolt 3 Ports)
- 22 • MacBook Pro (15-inch, 2019)

23 **California Subclass**

24 All persons who purchased, other than for resale, within California, a Class  
25 Computer.

26 **Washington Subclass**

27 All persons who purchased, other than for resale, within Washington, a  
28 Class Computer.

**Florida Subclass**

All persons who purchased, other than for resale, within Florida, a Class  
Computer.

**Illinois Subclass**

All persons who purchased, other than for resale, within Illinois, a Class  
Computer.

**New Jersey Subclass**

All persons who purchased, other than for resale, within New Jersey, a Class  
Computer.

1                   **New York Subclass**

2                   All persons who purchased, other than for resale, within New York, a Class  
3                   Computer.

4                   **Michigan Subclass**

5                   All persons who purchased, other than for resale, within Michigan, a Class  
6                   Computer.

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

12                 207.    **Numerosity.** Apple sold at least hundreds of thousands of MacBook laptops. Members of  
13                 the Classes are widely dispersed throughout the country. Class members are so numerous that joinder is  
14                 impracticable.

15                 208.    **Typicality.** Plaintiffs' claims are typical of the claims of all Class members. Plaintiffs,  
16                 like all Class members, purchased MacBook laptops that contain defective butterfly keyboards. Plaintiffs,  
17                 like all Class members, would not have purchased, or would have paid substantially less for, a MacBook  
18                 laptop had they known of the defect or that Apple would respond inadequately when the defect  
19                 manifested.

20                 209.    **Adequacy.** Plaintiffs will fairly and adequately protect the interests of the Class. They  
21                 have no interests antagonistic to the interests of other Class members and are committed to vigorously  
22                 prosecuting this case. Plaintiffs have retained competent counsel experienced in the prosecution of  
23                 consumer protection class actions involving defective consumer electronics.

24                 210.    **Commonality and Predominance.** Questions of law and fact common to the Class  
25                 members predominate over questions that may affect only individual Class members, because Apple  
26                 acted on grounds generally applicable to the Class as a whole. Questions of law and fact common to the  
27                 Class include:

- 28                   a.        Whether the MacBook was defective at the time of sale;

1           b.       Whether the butterfly keyboard defect substantially impairs the value of the  
2 MacBook;

3           c.       Whether Apple knew of the defect but continued to promote and sell the MacBook,  
4 including its butterfly keyboard, without disclosing the defect or its consequences to consumers;

5           d.       Whether a reasonable consumer would consider the butterfly keyboard defect and  
6 its consequences important to the decision whether to purchase a MacBook;

7           e.       Whether Apple breached implied warranties connected with the MacBook;

8           f.       Whether Apple’s representations and omissions relating to the butterfly keyboard  
9 and its embedded defect were likely to deceive a reasonable consumer;

10          g.       Whether Apple acted unlawfully, unfairly, and/or fraudulently in violation of  
11 California’s Unfair Competition Law, CAL. BUS. & PROF. CODE § 17200, *et seq.*;

12          h.       Whether Plaintiffs and Class members overpaid for their MacBook as a result of  
13 the keyboard defect;

14          i.       Whether Plaintiffs and Class members are entitled to equitable relief, including  
15 restitution and injunctive relief; and

16          j.       Whether Plaintiffs and Class members are entitled to damages or other monetary  
17 relief, and if so, in what amount.

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

27          212.   Class certification is also appropriate under Rules 23(b)(1) and/or (b)(2) because:  
28





- 1 • Apple promoted and sold laptops with a defective keyboard despite knowing that users do  
2 not expect the keyboard to materially degrade over time;
- 3 • Apple failed to disclose that the MacBook is defective, and represented through  
4 advertising, its website, product packaging, press releases, and other sources that the  
5 MacBook possesses particular qualities that were inconsistent with Apple’s actual  
6 knowledge of the product;
- 7 • Apple made repairs and provided replacements that caused Plaintiffs to experience  
8 repeated instances of failure, rendering the Limited Warranty useless;
- 9 • Apple failed to exercise adequate quality control and due diligence over the MacBook  
10 before placing it on the market; and
- 11 • Apple minimized the scope and severity of the problems with the MacBook, refusing to  
12 acknowledge that its keyboard is defective, failing to provide adequate relief to  
13 consumers, and suggesting to consumers that they should try to resolve the problems by  
14 cleaning the keyboard when Apple knew that doing so would not be effective.

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

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

23 221. There were reasonably available alternatives that would have furthered Apple’s business  
24 interests of satisfying and retaining its customers while maintaining profitability, such as: (1)  
25 acknowledging the defect and providing a permanent fix for defective keyboards; (2) adequately  
26 disclosing the defect to prospective purchasers; (3) extending the warranty for the MacBook; and (4)  
27 offering refunds or suitable non-defective replacement laptops to consumers with failed keyboards.  
28

**Fraud by Omission**

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

- Apple knowingly and intentionally concealed from Plaintiffs and Class members that the MacBook contains a latent defect that renders the keyboards prone to failure.
- Apple volunteered information to Plaintiffs and Class members through advertising and other means that the MacBook computers—and their butterfly keyboard—were functional, premium products without disclosing facts that would have materially qualified those partial representations.
- Apple promoted the high quality and premium features of the MacBook, including the superior responsiveness and stability of its butterfly keyboard, despite knowing the MacBook is defective, and failed to correct its misleading partial disclosures.

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

224. Apple was under a duty to disclose the butterfly keyboard defect because of its exclusive knowledge of the defect before selling the MacBook and because it made partial representations about the MacBook and its butterfly keyboard without disclosing the keyboard defect.

225. Plaintiffs and Class members suffered injury in fact, including lost money or property, as a result of Apple’s unlawful, unfair, and fraudulent acts and omissions. Absent Apple’s unlawful, unfair, and fraudulent conduct, Plaintiffs and Class members would not have purchased a MacBook, would not have purchased a MacBook at the prices they did, or would have returned their MacBook for a refund during their respective buyer’s remorse periods.





1           242. Apple intentionally suppressed and concealed material facts about the performance and  
2 quality of the MacBook. As alleged herein, Apple knew that the butterfly switch keyboard in the  
3 MacBook is defective. Further, Apple was aware of numerous consumer complaints concerning defect-  
4 related problems, but never disclosed the defect to Plaintiffs and Class members.

5           243. Because the defect in the MacBook’s keyboard is latent and unobservable until it arises,  
6 Plaintiffs and Class members had no reasonable means of knowing that Apple’s representations  
7 concerning the MacBook were incomplete, false, or misleading, or that it had failed to disclose that the  
8 MacBook is defective. Plaintiffs and Class members did not and reasonably could not have discovered  
9 Apple’s deceit before they purchased the MacBook or before the end of their buyer’s remorse periods.

10           244. Had Plaintiffs and Class members known that the MacBook is defective, they would not  
11 have purchased a MacBook, would not have purchased it at the price they did, or would have returned it  
12 during their respective buyer’s remorse periods.

13           245. Apple had a duty to disclose the defect because the defect is material and Apple possessed  
14 exclusive knowledge of it. Apple conducted pre-release testing of the MacBook and its internal  
15 components. This testing revealed the existence of the defect before the MacBook’s release. Only Apple  
16 had access to those test results.

17           246. Apple also had a duty to disclose the defect because, through advertising, press releases,  
18 and statements made during the launch event, on its MacBook webpages, in its online purchase portal,  
19 and in other sources that Plaintiffs and Class members encountered before purchasing their laptops, Apple  
20 made partial representations regarding the supposed high quality of the MacBook and its premium  
21 features—including a superior keyboard and keystroke responsiveness—but failed to disclose facts that  
22 would have materially qualified these partial representations. Having volunteered information relating to  
23 the butterfly keyboard to Plaintiffs and Class members, Apple had a duty to disclose the whole truth about  
24 the keyboard and, in particular, its defective nature.

25           247. Each Plaintiff was exposed to Apple’s specific representations about the MacBook before  
26 and immediately after purchase and within the time period in which they could have returned their  
27 MacBook without penalty. Each Plaintiff saw Apple’s representations about the MacBook online or in  
28 product advertisements, and received further information from Apple about the MacBook during its setup

1 process. Each Plaintiff also saw the external packaging of the MacBook—which Apple developed—  
2 before purchasing or using the laptop and during the buyer’s remorse period. None of the informational  
3 sources Plaintiffs encountered—advertisements, websites, external packaging, the setup process, or the  
4 MacBook launch event—indicated that the MacBook is defective.

5 248. Apple concealed the defect to sell more MacBook computers at a premium price, prevent  
6 damage to its brand, and avoid the costs of developing a fix for the defect and of repairs, replacements,  
7 and refunds under its Warranty.

8 249. The facts about the MacBook keyboard that Apple suppressed and omitted were material,  
9 and Plaintiffs and Class members were unaware of them until they experienced the defect. Had Apple  
10 disclosed the keyboard defect, including through advertising, press releases, the MacBook packaging, or  
11 the initial setup process, Plaintiffs and Class members would not have purchased a MacBook, would have  
12 paid substantially less for it, or would have returned it for a refund.

13 250. When deciding to purchase a MacBook, Plaintiffs and Class members reasonably relied  
14 to their detriment upon Apple’s material misrepresentations and omissions regarding the quality of the  
15 MacBook and the absence of a product defect.

16 251. Plaintiffs and Class members sustained damages as a direct and proximate result of  
17 Apple’s deceit and fraudulent concealment. Among other damage, Plaintiffs and Class members did not  
18 receive the value of the premium price they paid for the MacBook.

19 252. Apple’s fraudulent concealment was malicious, oppressive, deliberate, intended to  
20 defraud Plaintiffs and Class members and enrich Apple, and in reckless disregard of Plaintiffs’ and Class  
21 members’ rights, interests, and well-being. Apple’s conduct warrants an assessment of punitive damages  
22 in an amount sufficient to deter such conduct, to be determined according to proof.

23 **FOURTH CLAIM FOR RELIEF**

24 **Violations of the Song-Beverly Consumer Warranty Act**  
25 **CAL. CIV. CODE § 1792, *et seq.***

26 253. Plaintiffs incorporate the above allegations by reference.

27 254. Plaintiffs Rao, Baruch, Laurent, and Marin bring this claim on behalf of the California  
28 Subclass.

1           255. Rao, Baruch, Laurent, and Marin are “buyers” within the meaning of California Civil  
2 Code section § 1791(b). Each purchased a MacBook in California.

3           256. Apple is a manufacturer within the meaning of California Civil Code section 1791(j).  
4 Apple was responsible for producing the MacBook and directed and was involved in all stages of the  
5 production and manufacturing processes.

6           257. The MacBook is a “consumer good[]” within the meaning of California Civil Code section  
7 1791(a).

8           258. Apple impliedly warranted to Rao, Baruch, Laurent, and Marin that the MacBook each  
9 purchased was “merchantable” under California Civil Code sections 1791.1(a) and 1792.

10           259. Apple breached the implied warranty of merchantability by producing, manufacturing,  
11 and selling laptops that were not of merchantable quality. The MacBook is defective, resulting in sticking  
12 and non-responsive keys and preventing them from being used for their core function of typing. The  
13 MacBook is therefore unfit for the ordinary purposes for which a laptop computer is used and would not  
14 pass without objection in the laptop computer trade.

15           260. The defect in the MacBook is latent. Though the MacBook appears operable when new,  
16 the butterfly keyboard defect existed in the product at the time of sale and throughout the one-year  
17 Limited Warranty period. Accordingly, any subsequent discovery of the defect beyond that time does not  
18 bar an implied warranty claim under the Song-Beverly Act.

19           261. Any attempt by Apple to disclaim its implied warranty obligations under the Song-  
20 Beverly Act is ineffective due to its failure to adhere to California Civil Code sections 1792.3 and 1792.4.  
21 Those sections provide that, in order to validly disclaim the implied warranty of merchantability, a  
22 manufacturer must “in simple and concise language” state: “(1) The goods are being sold on an ‘as is’ or  
23 ‘with all faults’ basis. (2) The entire risk as to the quality and performance of the goods is with the buyer.  
24 (3) Should the goods prove defective following their purchase, the buyer and not the manufacturer,  
25 distributor, or retailer assumes the entire cost of all necessary servicing or repair.” Apple’s attempted  
26 warranty disclaimer does not conform to sections 1792.3 and 1792.4.









1           293. Illinois prohibits “[u]nfair methods of competition and unfair or deceptive acts or  
2 practices, including but not limited to the use or employment of any deception fraud, false pretense,  
3 false promise, misrepresentation or the concealment, suppression or omission of any material fact, with  
4 intent that others rely upon the concealment, suppression or omission of such material fact . . . in the  
5 conduct of any trade or commerce.” 815 ILL. COMP. STAT. § 505/2.

6           294. Apple’s acts and practices, described herein, are unfair in violation of Illinois law for the  
7 reasons stated in paragraphs 217–224 of the First Claim for Relief, *supra*.

8           295. By selling defective MacBook computers with exclusive knowledge of the defect, and  
9 by failing to disclose the defect or honor warranty claims in good faith, Apple acted unscrupulously in  
10 a manner that is substantially oppressive and injurious to consumers.

11           296. Apple also engaged in deceptive trade practices in violation of Illinois law, by promoting  
12 the stability and responsiveness of the MacBook keyboard while willfully failing to disclose and actively  
13 concealing the keyboard’s defective nature.

14           297. Apple committed deceptive acts and practices with the intent that consumers, such as  
15 Hopkins and Illinois Subclass members, would rely upon Apple’s representations and omissions when  
16 deciding whether to purchase a MacBook.

17           298. Hopkins and Illinois Subclass members suffered ascertainable loss as a direct and  
18 proximate result of Apple’s unfair and deceptive acts or practices. Had Hopkins and Illinois Subclass  
19 members known that the MacBook keyboards contain a latent defect, they would not have purchased  
20 the MacBook or would have paid significantly less for the MacBook. Among other injuries, Hopkins  
21 and Illinois Subclass members overpaid for their MacBook, and their MacBook suffered a diminution  
22 in value.

23           299. Accordingly, pursuant to 815 ILL. COMP. STAT. § 505/10a(a), Hopkins and the Illinois  
24 Subclass seek actual, compensatory, and punitive damages (pursuant to 815 ILL. COMP. STAT.  
25 § 505/10a(c)), injunctive relief, and reasonable attorneys’ fees and costs.

**EIGHTH CLAIM FOR RELIEF**  
**Violations of the New Jersey Consumer Fraud Act**  
**N.J. STAT. ANN. § 56:8-1, *et seq.* (“NJCFA”)**

300. Plaintiffs incorporate the above allegations by reference.

301. Plaintiff Ferguson brings this claim on behalf of himself and the New Jersey Subclass.

302. Ferguson, New Jersey Subclass members, and Apple are “persons” within the meaning of N.J. STAT. ANN. § 56:8-1(d).

303. Apple’s advertisements discussed herein are “advertisements” within the meaning of N.J. STAT. ANN. § 56:8-1(a).

304. The MacBook is “merchandise” within the meaning of N.J. STAT. ANN. § 56:8-1(c).

305. Apple’s sales of the MacBook constitute “sales” within the meaning of N.J. STAT. ANN. § 56:8-1(e).

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

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

308. Apple also engaged in deceptive trade practices in violation of New Jersey law, by promoting the stability and responsiveness of the MacBook keyboard while failing to disclose and actively concealing the keyboard’s defective nature.

309. Apple intended that others rely upon its concealment of the MacBook’s defective nature when purchasing this product.

310. Ferguson and New Jersey Subclass members suffered ascertainable loss as a direct and proximate result of Apple’s unconscionable and deceptive acts or practices. Had Ferguson and New Jersey Subclass members known that the MacBook keyboards contain a latent defect, they would not have purchased the MacBook or would have paid significantly less for it. Among other injuries,

1 Ferguson and New Jersey Subclass members overpaid for their MacBook, and their MacBook suffered  
2 a diminution in value.

3 311. As permitted under N.J. STAT. ANN. 56:8-19, Ferguson and New Jersey Subclass  
4 members seek trebled damages, appropriate injunctive relief, and reasonable attorneys' fees.

5  
6 **NINTH CLAIM FOR RELIEF**  
7 **Violations of New York General Business Law § 349**  
8 **N.Y. GEN. BUS. LAW § 349**

9 312. Plaintiffs incorporate the above allegations by reference.

10 313. Plaintiff Eakin asserts this claim on behalf of himself and the New York Subclass.

11 314. Eakin and New York Subclass members are "persons" within the meaning of the New  
12 York General Business Law ("GBL"). N.Y. GEN. BUS. LAW § 349(h).

13 315. Apple is a "person, firm, corporation or association or agent or employee thereof" within  
14 the meaning of the GBL. N.Y. GEN. BUS. LAW § 349(b).

15 316. Under GBL section 349, "[d]eceptive acts or practices in the conduct of any business,  
16 trade or commerce" are unlawful.

17 317. In the course of Apple's business, it failed to disclose and actively concealed the  
18 keyboard defect in the MacBook with the intent that consumers rely on that concealment in deciding  
19 whether to purchase the MacBook.

20 318. By intentionally concealing the keyboard defect while advertising the MacBook  
21 keyboard as reliable and responsive, Apple engaged in deceptive acts or practices in violation of GBL  
22 section 349.

23 319. Apple's deceptive acts or practices were materially misleading. Apple's conduct was  
24 likely to and did deceive reasonable consumers, including Eakin, about the true performance and value  
25 of the MacBook.

26 320. Eakin and New York Subclass members were unaware of, and lacked a reasonable means  
27 of discovering, the material facts that Apple suppressed.

28 321. Apple's actions set forth above occurred in the conduct of trade or commerce.





1 d. § 445.903(bb): making a representation of fact or statement of fact material to the  
2 transaction such that a person reasonably believes the represented or suggested state of affairs to be other  
3 than it actually is; and

4 e. § 445.903(cc): failing to reveal facts which are material to the transaction in light  
5 of representations of fact made in a positive manner.

6 329. By selling the defective MacBook with exclusive knowledge of the defect, and by  
7 promoting the stability and responsiveness of the MacBook keyboard while failing to disclose and  
8 actively concealing the keyboard's defective nature, Apple engaged in deceptive practices that violate  
9 Michigan law.

10 330. Apple engaged in these deceptive practices with the intent that consumers like Gulker  
11 would rely on Apple's representations and omissions when deciding whether to purchase a MacBook.

12 331. Gulker and Michigan Subclass members suffered ascertainable loss as a direct and  
13 proximate result of Apple's deceptive acts or practices. Had Gulker and Michigan Subclass members  
14 known that the MacBook keyboard contains a latent defect, they would not have purchased the MacBook  
15 or would have paid significantly less for it. Among other injuries, Gulker and Michigan Subclass  
16 members overpaid for their MacBook, and their MacBook suffered a diminution in value.

17 332. Accordingly, Gulker and Michigan Subclass members seek actual damages, punitive  
18 damages, reasonable attorneys' fees and costs, and all other relief permitted under the MCPA.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiffs, on behalf of themselves and the Class, respectfully request that this  
21 Court:

22 A. Determine that the claims alleged herein may be maintained as a class action under  
23 Federal Rule of Civil Procedure 23, and enter an order certifying the Class defined above and appointing  
24 Plaintiffs as Class representatives;

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

27 C. Award pre-judgment and post-judgment interest as provided by law;  
28

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

5 E. Award reasonable attorneys' fees and costs as permitted by law; and

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

7 **DEMAND FOR JURY TRIAL**

8 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of all issues  
9 triable as of right.

10 DATED: July 2, 2020

11 By: /s/ Daniel C. Girard

12 Daniel C. Girard (State Bar No. 114826)

13 Jordan Elias (State Bar No. 228731)

14 Adam E. Polk (State Bar No. 27300)

15 Simon S. Grille (State Bar No. 294914)

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*Plaintiffs' Executive Committee*

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**CERTIFICATE OF SERVICE**

I hereby certify that on July 2, 2020, I electronically filed the foregoing document using the CM/ECF system, which will send notification of such filing to all counsel of record registered in the CM/ECF system,; and I further caused to be served, via electronic mail, unredacted copies of the foregoing document upon counsel for the Defendant in this action.

*/s/ Daniel C. Girard*  
\_\_\_\_\_  
Daniel C. Girard

# EXHIBIT A

1 Daniel C. Girard (State Bar No. 114826)  
2 Jordan Elias (State Bar No. 228731)  
3 Angelica M. Ornelas (State Bar No. 285929)  
4 Simon S. Grille (State Bar No. 294914)

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**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION**

22 IN RE: MACBOOK KEYBOARD LITIGATION

Case No. 5:18-cv-02813-EJD-VKD

**CLRA VENUE DECLARATION OF  
PLAINTIFF ZIXUAN RAO PURSUANT  
TO CALIFORNIA CIVIL CODE  
SECTION 1780(d)**

1 I, ZIXUAN RAO, declare as follows:

2 1. I have personal knowledge of the facts stated herein and, if called upon to do so, could  
3 competently testify thereto.

4 2. I am a Plaintiff in the above-captioned action.

5 3. I submit this declaration in support of the First Amended Consolidated Class Action  
6 Complaint, which is based in part on violations of the Consumers Legal Remedies Act, California Civil  
7 Code section 1750 *et seq.*

8 4. The First Amended Consolidated Class Action Complaint has been filed in the proper  
9 place for trial of this action.

10 5. Defendant Apple Inc. has its principal place of business in Cupertino, California, which is  
11 within Santa Clara County. Apple conducts substantial business, including the acts and practices at  
12 issue in this action, within Santa Clara County.

13 I declare under penalty of perjury under the laws of the United States that the foregoing is true  
14 and correct to the best of my knowledge. Executed on May 12, 2019 in San Diego, California.

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18 By: Zixuan Rao  
19 ZIXUAN RAO  
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**EXHIBIT B**

1 Daniel C. Girard (State Bar No. 114826)  
2 Jordan Elias (State Bar No. 228731)  
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13 Andrew W. Ferich (*pro hac vice*)  
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23 *Interim Class Counsel*

24 **UNITED STATES DISTRICT COURT**  
25 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
26 **SAN JOSE DIVISION**

27 IN RE: MACBOOK KEYBOARD LITIGATION

28 Case No. 5:18-cv-02813-EJD-VKD

**CLRA VENUE DECLARATION OF  
PLAINTIFF JOSEPH BARUCH  
PURSUANT TO CALIFORNIA CIVIL  
CODE SECTION 1780(d)**

1 I, Joseph Baruch, declare as follows:

2 1. I have personal knowledge of the facts stated herein and, if called upon to do so, could  
3 competently testify thereto.

4 2. I am a Plaintiff in the above-captioned action.

5 3. I submit this declaration in support of the First Amended Consolidated Class Action  
6 Complaint, which is based in part on violations of the Consumers Legal Remedies Act, California  
7 Civil Code section 1750 *et seq.*

8 4. The First Amended Consolidated Class Action Complaint has been filed in the proper  
9 place for trial of this action.

10 5. Defendant Apple Inc. has its principal place of business in Cupertino, California, which  
11 is within Santa Clara County. Apple conducts substantial business, including the acts and practices at  
12 issue in this action, within Santa Clara County.

13  
14 I declare under penalty of perjury under the laws of the United States that the foregoing is true  
15 and correct to the best of my knowledge. Executed on May 9, 2019 in Encino,  
16 California.

17 By:   
18 Joseph Baruch

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**EXHIBIT C**

1 Daniel C. Girard (State Bar No. 114826)  
2 Jordan Elias (State Bar No. 228731)  
3 Angelica M. Ornelas (State Bar No. 285929)  
4 Simon S. Grille (State Bar No. 294914)  
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17 **UNITED STATES DISTRICT COURT**  
18 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
19 **SAN JOSE DIVISION**

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21 IN RE: MACBOOK KEYBOARD LITIGATION  
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Case No. 5:18-cv-02813-EJD-VKD

**CLRA VENUE DECLARATION OF  
PLAINTIFF KYLE BARBARO  
PURSUANT TO CALIFORNIA CIVIL  
CODE SECTION 1780(d)**

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I, Kyle Barbaro, declare as follows:

1. I have personal knowledge of the facts stated herein and, if called upon to do so, could competently testify thereto.

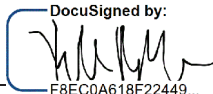
2. I am a Plaintiff in the above-captioned action.

3. I submit this declaration in support of the First Amended Consolidated Class Action Complaint, which is based in part on violations of the Consumers Legal Remedies Act, California Civil Code section 1750 *et seq.*

4. The First Amended Consolidated Class Action Complaint has been filed in the proper place for trial of this action.

5. Defendant Apple Inc. has its principal place of business in Cupertino, California, which is within Santa Clara County. Apple conducts substantial business, including the acts and practices at issue in this action, within Santa Clara County.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge. Executed on May 7, 2019 in Melrose, MA.

By:  \_\_\_\_\_  
KYLE BARBARO

# EXHIBIT D



1 Daniel C. Girard (State Bar No. 114826)  
2 Jordan Elias (State Bar No. 228731)  
3 Angelica M. Ornelas (State Bar No. 285929)  
4 Simon S. Grille (State Bar No. 294914)

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**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION**

22 IN RE: MACBOOK KEYBOARD LITIGATION

Case No. 5:18-cv-02813-EJD-VKD

**CLRA VENUE DECLARATION OF  
PLAINTIFF STEVE EAKIN  
PURSUANT TO CALIFORNIA CIVIL  
CODE SECTION 1780(d)**

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I, STEVE EAKIN, declare as follows:

1. I have personal knowledge of the facts stated herein and, if called upon to do so, could competently testify thereto.
2. I am a Plaintiff in the above-captioned action.
3. I submit this declaration in support of the First Amended Consolidated Class Action Complaint, which is based in part on violations of the Consumers Legal Remedies Act, California Civil Code section 1750 *et seq.*
4. The First Amended Consolidated Class Action Complaint has been filed in the proper place for trial of this action.
5. Defendant Apple Inc. has its principal place of business in Cupertino, California, which is within Santa Clara County. Apple conducts substantial business, including the acts and practices at issue in this action, within Santa Clara County.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge. Executed on May 10 2019 in Freeport, New York.

By:   
\_\_\_\_\_  
STEVE EAKIN

**EXHIBIT E**

1 Daniel C. Girard (State Bar No. 114826)  
2 Jordan Elias (State Bar No. 228731)  
3 Angelica M. Ornelas (State Bar No. 285929)  
4 Simon S. Grille (State Bar No. 294914)

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25 **UNITED STATES DISTRICT COURT**  
26 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
27 **SAN JOSE DIVISION**

28 IN RE: MACBOOK KEYBOARD LITIGATION

Case No. 5:18-cv-02813-EJD-VKD

**CLRA VENUE DECLARATION OF  
PLAINTIFF MICHAEL HOPKINS  
PURSUANT TO CALIFORNIA CIVIL  
CODE SECTION 1780(d)**

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I, Michael Hopkins, declare as follows:

1. I have personal knowledge of the facts stated herein and, if called upon to do so, could competently testify thereto.

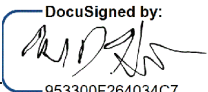
2. I am a Plaintiff in the above-captioned action.

3. I submit this declaration in support of the First Amended Consolidated Class Action Complaint, which is based in part on violations of the Consumers Legal Remedies Act, California Civil Code section 1750 *et seq.*

4. The First Amended Consolidated Class Action Complaint has been filed in the proper place for trial of this action.

5. Defendant Apple Inc. has its principal place of business in Cupertino, California, which is within Santa Clara County. Apple conducts substantial business, including the acts and practices at issue in this action, within Santa Clara County.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge. Executed on May #7, 2019 in Rockford, IL.

By:  \_\_\_\_\_  
MICHAEL HOPKINS

# EXHIBIT F

1 Daniel C. Girard (State Bar No. 114826)  
2 Jordan Elias (State Bar No. 228731)  
3 Angelica M. Ornelas (State Bar No. 285929)  
4 Simon S. Grille (State Bar No. 294914)

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18 **UNITED STATES DISTRICT COURT**  
19 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
20 **SAN JOSE DIVISION**

21 IN RE: MACBOOK KEYBOARD LITIGATION

Case No. 5:18-cv-02813-EJD-VKD

**CLRA VENUE DECLARATION OF  
PLAINTIFF ADAM LEE PURSUANT  
TO CALIFORNIA CIVIL CODE  
SECTION 1780(d)**



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I, ADAM LEE, declare as follows:

1. I have personal knowledge of the facts stated herein and, if called upon to do so, could competently testify thereto.

2. I am a Plaintiff in the above-captioned action.

3. I submit this declaration in support of the First Amended Consolidated Class Action Complaint, which is based in part on violations of the Consumers Legal Remedies Act, California Civil Code section 1750 *et seq.*

4. The First Amended Consolidated Class Action Complaint has been filed in the proper place for trial of this action.

5. Defendant Apple Inc. has its principal place of business in Cupertino, California, which is within Santa Clara County. Apple conducts substantial business, including the acts and practices at issue in this action, within Santa Clara County.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge. Executed on May 9, 2019 in Orlando, Florida.

By:   
ADAM LEE

# EXHIBIT G

1 Daniel C. Girard (State Bar No. 114826)  
2 Jordan Elias (State Bar No. 228731)  
3 Angelica M. Ornelas (State Bar No. 285929)  
4 Simon S. Grille (State Bar No. 294914)

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21 awf@chimicles.com

22 **UNITED STATES DISTRICT COURT**  
23 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
24 **SAN JOSE DIVISION**

25 IN RE: MACBOOK KEYBOARD LITIGATION

26 Case No. 5:18-cv-02813-EJD-VKD

27 **CLRA VENUE DECLARATION OF**  
28 **PLAINTIFF KEVIN MELKOWSKI**  
**PURSUANT TO CALIFORNIA CIVIL**  
**CODE SECTION 1780(d)**

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I, KEVIN MELKOWSKI, declare as follows:

1. I have personal knowledge of the facts stated herein and, if called upon to do so, could competently testify thereto.
2. I am a Plaintiff in the above-captioned action.
3. I submit this declaration in support of the First Amended Consolidated Class Action Complaint, which is based in part on violations of the Consumers Legal Remedies Act, California Civil Code section 1750 *et seq.*
4. The First Amended Consolidated Class Action Complaint has been filed in the proper place for trial of this action.
5. Defendant Apple Inc. has its principal place of business in Cupertino, California, which is within Santa Clara County. Apple conducts substantial business, including the acts and practices at issue in this action, within Santa Clara County.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge. Executed on May 12, 2019 in Redmond, Washington.

By:   
\_\_\_\_\_  
KEVIN MELKOWSKI

**EXHIBIT H**

1 Daniel C. Girard (State Bar No. 114826)  
2 Jordan Elias (State Bar No. 228731)  
3 Angelica M. Ornelas (State Bar No. 285929)  
4 Simon S. Grille (State Bar No. 294914)

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15 Andrew W. Ferich (*pro hac vice*)

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24 **UNITED STATES DISTRICT COURT**  
25 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
26 **SAN JOSE DIVISION**

27 IN RE: MACBOOK KEYBOARD LITIGATION

28 Case No. 5:18-cv-02813-EJD-VKD

**CLRA VENUE DECLARATION OF  
PLAINTIFF LORENZO FERGUSON  
PURSUANT TO CALIFORNIA CIVIL  
CODE SECTION 1780(d)**

1 I, LORENZO FERGUSON, declare as follows:

2 1. I have personal knowledge of the facts stated herein and, if called upon to do so, could  
3 competently testify thereto.

4 2. I am a Plaintiff in the above-captioned action.

5 3. I submit this declaration in support of the First Amended Consolidated Class Action  
6 Complaint, which is based in part on violations of the Consumers Legal Remedies Act, California Civil  
7 Code section 1750 *et seq.*

8 4. The First Amended Consolidated Class Action Complaint has been filed in the proper  
9 place for trial of this action.

10 5. Defendant Apple Inc. has its principal place of business in Cupertino, California, which is  
11 within Santa Clara County. Apple conducts substantial business, including the acts and practices at  
12 issue in this action, within Santa Clara County.

13 I declare under penalty of perjury under the laws of the United States that the foregoing is true  
14 and correct to the best of my knowledge. Executed on May 13, 2019 in Jersey City, New Jersey.

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18 By: 

19 LORENZO FERGUSON  
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# EXHIBIT I



1 Daniel C. Girard (State Bar No. 114826)  
2 Jordan Elias (State Bar No. 228731)  
3 Angelica M. Ornelas (State Bar No. 285929)  
4 Simon S. Grille (State Bar No. 294914)  
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9 Steven A. Schwartz (*pro hac vice*)  
10 Benjamin F. Johns (*pro hac vice*)  
11 Andrew W. Ferich (*pro hac vice*)  
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13 **& DONALDSON-SMITH LLP**  
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19 bfj@chimicles.com  
20 awf@chimicles.com

17 **UNITED STATES DISTRICT COURT**  
18 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
19 **SAN JOSE DIVISION**

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21 IN RE: MACBOOK KEYBOARD LITIGATION  
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Case No. 5:18-cv-02813-EJD-VKD

**CLRA VENUE DECLARATION OF  
PLAINTIFF BENJAMIN GULKER  
PURSUANT TO CALIFORNIA CIVIL  
CODE SECTION 1780(d)**

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I, Benjamin Gulker, declare as follows:

1. I have personal knowledge of the facts stated herein and, if called upon to do so, could competently testify thereto.

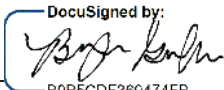
2. I am a Plaintiff in the above-captioned action.

3. I submit this declaration in support of the First Amended Consolidated Class Action Complaint, which is based in part on violations of the Consumers Legal Remedies Act, California Civil Code section 1750 *et seq.*

4. The First Amended Consolidated Class Action Complaint has been filed in the proper place for trial of this action.

5. Defendant Apple Inc. has its principal place of business in Cupertino, California, which is within Santa Clara County. Apple conducts substantial business, including the acts and practices at issue in this action, within Santa Clara County.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge. Executed on May 7, 2019 in Lansing, MI.

By:  \_\_\_\_\_  
BENJAMIN GULKER

# EXHIBIT J

1 Daniel C. Girard (State Bar No. 114826)  
2 Jordan Elias (State Bar No. 228731)  
3 Simon S. Grille (State Bar No. 294914)

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11 Steven A. Schwartz (*pro hac vice*)  
12 Benjamin F. Johns (*pro hac vice*)  
13 Andrew W. Ferich (*pro hac vice*)

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20 awf@chimicles.com

*Interim Class Counsel*

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION**

IN RE: MACBOOK KEYBOARD LITIGATION

Case No. 5:18-cv-02813-EJD

**CLRA VENUE DECLARATION OF  
PLAINTIFF BO LAURENT PURSUANT  
TO CALIFORNIA CIVIL CODE  
SECTION 1780(d)**

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I, Bo Laurent, declare as follows:

1. I have personal knowledge of the facts stated herein and, if called upon to do so, could competently testify thereto.

2. I am a Plaintiff in the above-captioned action.

3. I submit this declaration in support of the Second Amended Consolidated Class Action Complaint, which is based in part on violations of the Consumers Legal Remedies Act, California Civil Code section 1750 *et seq.*

4. The Second Amended Consolidated Class Action Complaint has been filed in the proper place for trial of this action.

5. Defendant Apple Inc. has its principal place of business in Cupertino, California, which is within Santa Clara County. Apple conducts substantial business, including the acts and practices at issue in this action, within Santa Clara County.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge. Executed on April <sup>14</sup>, 2020 in Santa Rosa, California.

DocuSigned by:  
*Bo Laurent*  
8401E68FD88C4C0...  
By: \_\_\_\_\_  
Bo Laurent

**EXHIBIT K**

1 Daniel C. Girard (State Bar No. 114826)  
2 Jordan Elias (State Bar No. 228731)  
3 Adam Polk (State Bar No. 273000)  
4 Simon S. Grille (State Bar No. 294914)

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15 Beena M. McDonald (*pro hac vice*)  
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27 **UNITED STATES DISTRICT COURT**  
28 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
**SAN JOSE DIVISION**

IN RE: MACBOOK KEYBOARD LITIGATION

Case No. 5:18-cv-02813-EJD-VKD

**CLRA VENUE DECLARATION OF  
PLAINTIFF ASHLEY MARIN  
PURSUANT TO CALIFORNIA CIVIL  
CODE SECTION 1780(d)**

1 I, ASHLEY MARIN, declare as follows:

2 1. I have personal knowledge of the facts stated herein and, if called upon to do so, could  
3 competently testify thereto.

4 2. I am a Plaintiff in the above-captioned action.

5 3. I submit this declaration in support of the Second Amended Consolidated Class Action  
6 Complaint, which is based in part on violations of the Consumers Legal Remedies Act, California Civil  
7 Code section 1750 *et seq.*

8 4. The Second Amended Consolidated Class Action Complaint has been filed in the proper  
9 place for trial of this action.

10 5. Defendant Apple Inc. has its principal place of business in Cupertino, California, which is  
11 within Santa Clara County. Apple conducts substantial business, including the acts and practices at  
12 issue in this action, within Santa Clara County.

13 I declare under penalty of perjury under the laws of the United States that the foregoing is  
14 true and correct to the best of my knowledge. Executed on April 14, 2020 in Azusa, California.

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16  
17 By: \_\_\_\_\_

  
ASHLEY MARIN