

Winston Pulls Plug on Panasonic Plasma TV Class Action

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Winston & Strawn scored a decisive victory for client Panasonic Corporation of North America, obtaining summary judgment in favor of Panasonic on all plaintiff's claims.

The plaintiff had filed a complaint on behalf of a putative class of California consumers in November 2015 in California state court alleging breach of express and implied warranties and violation of California's Consumers Legal Remedies Act and Unfair Competition Law related to Panasonic's sale of 46- and 55-inch VIERA 3-D plasma televisions. Specifically, the plaintiff claimed that the televisions suffered from a latent defect which caused them to prematurely fail, contrary to the warranties, as well as a representation made by Panasonic in advertisements, that its "plasma panels last for up to 100,000 hours before the brightness decreases by half. That's more than 30 years of viewing 8 hours a day."

In August 2016, the court denied Panasonic's motion to dismiss the complaint, finding that it could not consider the full warranty or the advertisement in which the alleged misrepresentation appeared over the plaintiff's objection to the admission of those documents. Recognizing the strength of Panasonic's legal arguments, however, the judge invited Panasonic to file a limited motion for summary judgment attaching the full warranty and alleged misrepresentation. Panasonic filed this motion in September 2016. While full-blown discovery was stayed pending the outcome of the motion, the plaintiff was entitled to discovery relevant to Panasonic's summary judgment arguments. To limit plaintiff's ability to seek broad discovery, Panasonic made only targeted legal arguments, namely that as a matter of law (1) there was no breach of warranty because the plaintiff's TV functioned as expressly warranted (having not experienced any issues until two years after the expiration of the warranty period); and (2) the "up to 100,000 hour" statement did not create a separate warranty or constitute an affirmative misrepresentation in violation of California's consumer protection statutes.

Following months of disputes stemming from the plaintiff's efforts to seek broad discovery—which Winston successfully avoided—the court finally heard arguments on the motion in June 2017. In a carefully written and well-reasoned opinion, the court granted the summary judgment in its entirety finding that a latent defect that manifests only after the expiration of the warranty period does not extend the warranty period, the "100,000 hour" statement did not create a separate warranty, and, with respect to the consumer protection claims, that the statement was not false or misleading as a matter of law and that Panasonic was under no duty to disclose the alleged defect.

The Winston team was led by Partners Jeffrey Kessler, Eva Cole and John Schreiber (who argued the motion), and included Associates Diana Hughes Leiden, John Tschirgi.

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