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## Garmin Defeats Suit Over Lifespan Of Batteries

By **Cara Salvatore**

Law360, New York (March 31, 2016, 3:56 PM ET) -- A federal judge ended a proposed class action over the battery life of some Garmin International Inc. navigation units on Wednesday, saying a claim for willful omissions can't survive under Kansas law because of the consumer's ties to Illinois.

Plaintiff Brian Meyers had claimed Garmin's Nuvis navigators were sold with faulty lithium-ion batteries that would fail early, forcing consumers to pay hefty battery-replacement fees. He said the Olathe, Kansas-based company refused to replace the batteries of devices even while they were still under warranty.

U.S. District Judge Carlos Murguia said Wednesday that a claim for willful omission under the Kansas Consumer Protection Act couldn't stand because Meyers' problems with his unit had no connection to Kansas.

"Plaintiff telephoned J&R, which is a dealer located in New York, to order the Nuvi 2460, which plaintiff received and registered in Illinois. Plaintiff experienced his first alleged battery failure in Illinois, and subsequently contacted defendants while in Illinois after the one-year warranty period," Judge Murguia said, meaning that the purchase "was not a consumer transaction within the state of Kansas."

Meyers said the 2460's battery was claimed to last up to three hours, but that after he owned it for a year, it lasted only 30 minutes.

Garmin also won its requested dismissal of claims for deceptive practices and unconscionability, breach of implied and express warranties, and unjust enrichment, because Meyers didn't oppose them.

In January 2014, Judge Murguia had **mostly rejected Garmin's efforts to dodge the suit.**

The judge ended Meyers' bid for a declaratory judgment that the devices are defective and their batteries should be replaced, but allowed a breach of express warranty claim to proceed at that time, saying dismissal would be premature because Meyers sufficiently alleged, "although barely," that the express warranty was substantively and procedurally unconscionable.

Judge Murguia also said at the time that the unjust enrichment claim couldn't be precluded as a matter of law until it was clear that the express warranty was valid and enforceable.

Representatives for the parties didn't immediately respond to a request for comment.

Meyers is represented by James Frickleton and Edward Robertson Jr. of Bartimus Frickleton Robertson & Gorny PC and by Bryan Clobes, Anthony Fata and Daniel Herrera of Cafferty Clobes Meriwether & Sprengel LLP.

Garmin is represented by Kirk May, William Beil and Daniel Hodes of Rouse Hendricks German May PC.

The case is Meyers v. Garmin International Inc. et al., case number 2:13-cv-02416, in the U.S. District Court for the District of Kansas.

--Additional reporting by Juan Carlos Rodriguez. Editing by Jeremy Barker.

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