

In response to the multitude of complaints by consumers regarding a deterioration of picture quality with 2008 and 2009 Panasonic Viera Plasma Televisions, a class action lawsuit was filed by Shane Robert Hughes in the United States District Court for the District of New Jersey. Mr. Hughes is represented by Joseph “Jay” H. Aughtman and Erby Fischer, Fischer Goldasich & Aughtman, of Birmingham, Alabama and Richard Golomb, Golomb & Honik, P.C., of Philadelphia, Pennsylvania.

The lawsuit alleges that Panasonic Consumer Electronics and Panasonic Corporation of North America defectively designed popular Viera Plasma Television sets in such a manner that the television sets’ display changes for the worse during the first year of regular use, specifically that the television sets’ black level rises and contrast deteriorates causing a loss of display detail, tone and clarity. The lawsuit also alleges that the televisions suffer from inordinate image retention, a phenomenon with plasma televisions in which on-screen images, such as “tickers,” remain as “ghosts” after other images are displayed.

In recent days, Panasonic officials have acknowledged that the black level of certain Panasonic plasma televisions do rise over time as a result of pre-programmed voltage adjustments and have noted that that the 2009 model adjustments were “fairly coarse.” Panasonic has taken the position that the adjustments are necessary to maintain overall image quality over the life of the television sets. Panasonic has stated that the voltage adjustments and brightness increase in the sets are part and parcel of the design of the sets and that the brightness increase is not a significant factor in the sets’ overall quality.

The suit alleges that Panasonic marketed its televisions by touting the superior black and contrast levels of the sets, a coveted feature of plasma television technology. It alleges that Panasonic’s failure to inform consumers of the expected change in display appearance, prior to purchase, is in violation of consumer fraud statutes and constitutes a breach of warranty. Plaintiff’s attorney, Richard Golomb, likens the scenario to buying a car for its fuel efficiency, only to learn that “after a year of driving your mpg goes from 25 to 17.”

Panasonic has yet to formally answer the Complaint.