

1 Ben F. Pierce Gore
2 PRATT & ASSOCIATES
3 1871 The Alameda, Suite 425
4 San Jose, CA 95126
5 (408) 429-6506
6 pgore@prattattorneys.com

7 *Attorneys for Plaintiff*

8 UNITED STATES DISTRICT COURT
9
10 NORTHERN DISTRICT OF CALIFORNIA
11
12 SAN JOSE DIVISION

13 RENEE PUNIAN, individually and on behalf
14 of all others similarly situated,

15 Plaintiff,

16 v.

17 THE GILLETTE COMPANY and
18 THE PROCTOR & GAMBLE COMPANY,

19 Defendants.

Case No. 5:14-cv-05028 (LHK)

**SECOND AMENDED CLASS ACTION
AND REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES,
EQUITABLE AND INJUNCTIVE
RELIEF**

JURY TRIAL DEMANDED

1 Upon personal knowledge as to her own acts and status, and based upon her counsel's
 2 investigation, and information and belief as to all other matters, Plaintiff Renee Punian
 3 ("Plaintiff"), on behalf of herself and all others similarly situated, alleges as follows:¹

4 SUMMARY OF THE ACTION

5 1. This is a class action brought on behalf of California purchasers of premium-
 6 priced Duracell AA and AAA "Copper Top" batteries carrying the "Duralock ring" ("Duracell
 7 Batteries"), based upon Defendants' representations that these batteries were warranted for ten
 8 years.

9 2. Plaintiff alleges that Defendants concealed and misrepresented material facts
 10 concerning potential battery leakage during storage and intended use of their Duracell Batteries.
 11 In reliance on Defendants' representations and marketing, Plaintiff and the Class purchased and
 12 paid a premium price for Duracell Batteries without knowledge that the Duracell Batteries had an
 13 undisclosed likelihood of premature leakage and corrosion, even when used as intended.

14 3. Plaintiff and the Class were damaged as a result and seek damages, restitution and
 15 injunctive relief for Defendants' false and misleading representations and omissions.

16 PARTIES, JURISDICTION AND VENUE

17 4. Plaintiff is a resident of San Jose, California. During the class period, Plaintiff
 18 purchased Duracell Batteries in San Jose.

19 5. Defendant Procter & Gamble Company ("P&G") is an Ohio corporation with its
 20 principal place of business in Cincinnati, Ohio. P&G maintains extensive contacts within the
 21 State of California. On information and belief, P&G ships its products to distributors in
 22 California, sells its products in retail stores in California, and advertises its products in California.
 23 P&G also maintains corporate offices in California and employs workers in California.

24 6. Defendant The Gillette Company ("Gillette") is a Delaware corporation with its
 25 principal place of business in Boston, Massachusetts. Gillette maintains extensive contacts within
 26 the State of California. On information and belief, Gillette ships its products to distributors in
 27

28 ¹ Plaintiff amended her original Complaint to request monetary relief under California's Consumer Legal Remedies Act (¶¶ 67-79).

1 California, sells its products in retail stores in California, and advertises its products in California.

2 7. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d) because
3 the amount in controversy exceeds \$5,000,000 exclusive of interest and costs, there are more than
4 one hundred Class members, and minimal diversity exists because Plaintiff and numerous
5 members of the Class are citizens of different states than Defendants.

6 8. This Court has personal jurisdiction over Defendants because Defendants have
7 sufficient minimum contacts with California and/or Defendants otherwise purposely avail
8 themselves of the markets in California through the promotion, marketing, and sale of their
9 products and services in California to render the exercise of jurisdiction by this Court permissible
10 under traditional notions of fair play and substantial justice.

11 9. Venue is proper under 28 U.S.C. § 1391(a) because (1) Defendants are subject to
12 personal jurisdiction in the Northern District of California, and (2) a substantial part of the events
13 or omissions giving rise to Plaintiff's claims occurred in this District. Defendants engaged in the
14 extensive promotion, marketing, distribution, and sales of the products at issue in this District,
15 and Plaintiff is a resident of this District and purchased the products at issue in this District.

16 **FACTS**

17 10. Duracell is a division of P&G that manufactures and sells batteries including, but
18 not limited to, alkaline batteries.

19 11. Duracell, Inc. operated as an independent corporation until it was acquired by
20 Gillette on April 21, 1999 and merged into Gillette under the Gillette name. On October 1, 2005,
21 P&G acquired Gillette, including its Duracell-branded consumer battery line. Gillette continues to
22 use the term Duracell as a brand name for its line of consumer batteries.

23 12. In 2013, the U.S. market for consumer batteries was over \$11 billion of which
24 Duracell has approximately a 25% share.

25 13. Defendants state on its Duracell website that its research reports that there are
26 "some 20 battery-operated devices in the typical household[.]"

27 14. On June 1, 2012, Defendants announced the launch of its "Duralock Power
28 Preserve Technology" for its entire portfolio of batteries. Defendants announced that all

Duralock batteries would be marked with a “Duralock ring” and would be guaranteed for ten years while in storage (i.e., not being used).

15. Defendants stated in a June 1, 2012 press release:

REALIZING THE NEED FOR TRUSTED POWER

Duracell research reports that some 20 battery-operated devices reside in the typical household, so Duralock’s guarantee means that consumers will be more prepared than ever before to power the devices in their homes regardless of the situation – from remote controls and toys to clocks and garage door openers, and essential devices like smoke and carbon monoxide detectors.

“We know that consumers typically don’t spend a large amount of time thinking about batteries,” said Kuhn. “But with the demand for more battery power on the rise due to the large amount of battery-operated devices on the market, it’s important that Duracell is recognized as a power solution they can trust. Whether a child’s toy runs out of juice, a natural disaster occurs and a flashlight needs to work, or you’re just looking to kick back and relax with a handheld gadget, Duralock’s up to 10-year guarantee means that you will always have access to power when you need it – even if your batteries have been in storage for years.”

The launch of Duralock will be supported with Duracell’s largest marketing campaign in history, including in-store displays, television and print advertising and public relations. Duracell with Duralock will be available at mass merchandisers, industrial, electronics and battery distributors and hardware stores nationwide starting late summer.

16. Throughout the Class Period, the product packaging for Duracell Coppertop batteries included a prominent ten-year guarantee. Examples of the relevant packaging is displayed below:





17. On the back of Duracell Batteries during the class period is the language “Caution: May explode or leak, and cause burn injury, if recharged, disposed of in fire, mixed with different battery type, inserted backwards or disassembled.”

18. Defendants ran television and radio commercials throughout the class period stating: “It just has to work. Duracell. Trusted Everywhere.” Another commercial that aired approximately 1,216 times nationally until April 1, 2013 stated: “Why do more emergency workers everywhere trust Duracell? Duralock Power Preserve that locks in power up to ten years in storage-guaranteed. Duracell with Duralock-Trusted everywhere.” In this advertisement, a fireman is shown using a flashlight and a AA or AAA battery with the Duralock ring.

19. On each of the Duracell Batteries, Defendant placed a date ten years in the future to affirmatively represent the date that the battery is guaranteed not to fail.

20. Nowhere on the packaging of the Duracell Batteries is any disclosure that the batteries may leak when used or stored in a normal and expected manner. The Duracell Batteries leak even when used in a normal and expected manner.

21. Defendants conspicuously failed to disclose that its Duracell Batteries leak when not in use and the leakage can damage any device that the batteries are stored in. Defendants’ glaring omission that the batteries can leak and ruin electronic devices would, and did, mislead reasonable consumers.

22. Because Defendants’ Duralock claims were placed directly on the front of the products’ packaging and prominently displayed in television and radio commercials—and there is

no corresponding disclosure that Defendants' batteries can leak when stored in devices not in service or use—a reasonable consumer would likely be misled into believing that Duracell Coppertop batteries with Duralock will last for 10 years without leakage. This deception occurs directly at the point of sale when it is most likely to affect a consumer's purchasing decision.

23. Duracell Batteries retail at a premium price compared to similarly sized AA and AAA batteries of competitors' products, which Plaintiff would have purchased instead of the Duracell Batteries if Plaintiff had been informed or known of potential failure due to leakage.

DEFENDANTS' KNOWLEDGE OF THE DEFECT

24. Even before June 1, 2012, Defendants had prior notice and prior knowledge of the defect in these batteries described herein (i.e., leakage in its AA and AAA batteries under normal conditions of use intended by Defendants). Defendants obtained this prior knowledge in multiple ways.

25. Defendants knew about the defects from the numerous complaints and reviews about the leakage problems described herein that were filed/submitted directly to Defendants via its own website www.duracell.com (page www.reviews.duracell.com) by consumers both prior to and during the class period. Some examples include:

- a. April 14, 2014, "Mikevk" from London, UK wrote: "I have now had two quality torches destroyed through Duracell battery leakage. Just used in a domestic environment so nothing extreme. Looking at the other reviews here it seems that I am not alone. This brand used to have a reputation for quality."
- b. December 23, 2011, "Greggory63" wrote: "In the last year, these batteries have leaked and corroded in my submersible flashlight, and my indoor outdoor weather station, and my clip on headlight (clips on the brim of my hat. These are gifts from last xmas, now ruined in less than one year."
- c. September 15, 2013 "Jade" from South Africa wrote: "Not only do these batteries not last but ALL 4 LEAKED IN BOTH MY MAC MOUSE AND KEYBOARD THAT WILL COST ME R2000 TO REPLACE!!!! Seriously????"
- d. March 2, 2014 "DisappointedUser1234" wrote: "I have now had two quality torches destroyed through Duracell battery leakage. Just used in a domestic environment so nothing extreme. Looking at the other reviews here it seems that I am not alone. This brand used to have a reputation for quality."
- e. April 15, 2014 "jp60173" from Arlington Heights, IL wrote: I do not at normally write online reviews but decided to in this case to warn people of the almost 100

percent probability that the Duracell AA or AAA will leak. In browsing thru the existing reviews it is apparent that I am not the only one to have issues with these batteries.”

- f. April 24, 2014 “Dan1” from Lexington, KY wrote: “I have a lot of low power devices requiring AA cells and buy batteries in bulk. Never have I had one brand exhibit so many failures due to leakage! I had some leak while still in the package. I can only surmise that something changed in the manufacturing process.”
- g. December 26, 2011 “Nikon Tom” from New Hampshire wrote: “This product leaked and destroyed a 300 dollar electronic flash unit. The date on the battery was 2016 (leak occurred in 2011). These batteries were never even used. They were inserted in the flash, the flash was tested, turned off and stored. Two months later the Nikon sb 600 is useless.”
- h. March 21, 2014 “Wary1” from San Francisco, CA wrote: “I have had new batteries leak while still in the package.”
- i. August 13, 2011 “George” from Denver, CO wrote: “I have come to expect cheap batteries to leak but When I use a Name Brand like Duracell I expect it to last without leaking. I used Duracell in my wireless mouse which I use on a regular basis and was Very Unpleasantly surprised when I first began to experience Low Charge symptoms, it had already leaked acid alover the inside of my poor little mouse which had to be put to sleep as a result. I will never buy Duracell again.
- j. December 8, 2012 “Bakermechanic” from Lawton, MI wrote: “I have always thought Duracell batteries were among the best I could buy, so would often spend a bit more and get them. Recently I have had two instances of Duracell Coppertop batteries leaking...”
- k. August 31, 2015 “Tim31416” from Wausau, WI wrote: “These batteries will leak when the device is turned off or inactive - guaranteed. I have three ruined phones, a ruined keyboard, and a ruined expensive clock to prove it.”

26. Duracell’s website contains other similar complaints about leaking batteries, including complaints written on December 7, 2013 by “hhun” of New Hampshire, January 23, 2013 by “Undeal” from Alea, HI, December 31, 2013 from “Northernliving” in Northern Michigan, and August 30, 2012 by “locksmith” from Mississippi. Attached as EXHIBIT 1 are PDF printouts of Duracell’s website pages regarding these consumer complaints.

27. Defendants knew about the defects and its batteries propensity to leak. Defendants’ own legal counsel even acknowledged in a June 16, 2005 court hearing in *Carlson v. Gillette* in the District of Massachusetts that “all alkaline batteries have the potential to leak.”

28. Upon information and belief, Defendants knew about the defects with these

1 batteries from a dispute with a large customer in 2012 or 2013. A customer of Duracell batteries,
2 TFPS Group, purchased approximately 110,000 pairs of batteries in 2012. They received
3 “intense complaints” from their customers and were forced to stop selling the Duracell batteries.
4 TFPS eventually had 51,750 pairs of batteries in stock with leakage issues. TFPS informed
5 Defendants of the leakage problem with this large supply of batteries in 2012 or 2013.

6 29. Defendants also knew about the defects from internal tests conducted on its
7 batteries. According to Defendants’ Article Information Sheet (“AIS”) for its AA and AAA
8 alkaline batteries, Defendants test their batteries in accordance with industry standards specified
9 in section C18.1M Parts 1 and 2 of the American National Standard Institute’s (“ANSI”) Safety
10 Standard for Portable Primary Cells and Batteries with Aqueous Electrolyte. In fact, Defendants’
11 employees including, but not limited to, Steven Wicelinski and Keel Kelly, were in leadership
12 positions of the ANSI sub-committee responsible for creating and maintaining these standards.
13 Under these industry standards (Section 7 of Part 2 of C18.1M) the testing results mandate a “no
14 leakage” result for test passage including a no leakage result for batteries “open circuit” storage
15 for 12 months.

16 30. Upon information and belief, Defendants performed ANSI internal testing of its
17 AA and AAA batteries and became aware that their AA and AAA batteries were defective and
18 could, and did, leak. These internal tests were unavailable to the public.

19 31. According to Defendants’ AIS, Defendants test and comply with the International
20 Electrotechnical Commission Standard 60086 regarding primary cells and batteries. Section
21 60086-1, Sub-section 4.2.3 entitled “Leakage” states:

22 4.2.3 Leakage

23 When batteries are stored and discharged under the standard conditions given in this
24 specification, no leakage shall occur.

25 32. Upon information and belief, Defendants performed IECS internal testing of its
26 AA and AAA batteries and became aware that their AA and AAA batteries were defective and
27 could, and did, leak. These internal tests were unavailable to the public.

28 33. Defendants knew about the defects from commonly used websites like

1 www.google.com and www.youtube.com. A search of “duracell battery leak” on either website
2 brings up videos and complaints about the leakage described herein. Upon information and
3 belief, Defendants keep abreast of how its products are described and portrayed in social media so
4 Defendants would have seen these types of complaints pertaining to leakage and therefore had
5 knowledge about the propensity of its batteries to leak during the class period.

6 34. Since October 2009, Duracell has had a corporate Twitter account with the
7 address: @Duracell. When a Twitter user places the “@Duracell” or “#Duracell” in a message,
8 Duracell is alerted that a tweet has been posted.

9 35. A search of Twitter for the terms “Duracell Leak,” “Duracell leakage,” and
10 “Duracell Leaked” produces scores of complaints directly to Duracell regarding leaking batteries.
11 Duracell was aware of the repeated complaints but did not disclose the problem to the Plaintiff
12 and the Class, but instead continues to hide the extent of the problem.

13 36. Defendant has also been alerted of the problem with leakage through its other
14 social media outlets. For instance, on May 28, 2015, Duracell received on its Facebook page yet
15 another complaint of leakage in which it was told by a consumer:

16 The other day, I happened to look at the back of one of my remote controls, and
17 discovered a bunch of white powder around the cover. To my surprise, the
18 Duracell batteries that I had in it had leaked profusely. I’ve got a bunch of your
19 batteries that have a date on them of Dec 2023, yet in at least 3 devices that I’ve
20 found so far, where I used your DuraLock AA batteries and only those batteries
21 together, they leaked within 3 years of having purchased them, and some of them
22 even leaked inside the cardboard box they had come in, since it was a multi-pack.
23 Instead of DuraLock, they should have been called DuraLeak. Unbelievable! I
24 still have batteries that I got probably 15-20 years ago, that have also been
25 recharged (alkaline battery charger), and even still some of them have not leaked.
26 The Duracells that leaked were fresh out of the box they came in. What’s going
27 on? Now, not only do I need to round up the rest of the 32 AA and 12 AAA
28 batteries that I bought from the same package and hope that no other devices they
were in have been ruined, but I also have to figure out how to clean those devices
without destroying them and hope it doesn’t cause other batteries to leak
prematurely with the acid now present.

37. Despite this information of failed internal tests Duracell still marketed its AA and
AAA Duralock batteries with a promise not to fail for ten years. Plaintiff read and believed this
ten-year promise not to leak and purchased the Duracell batteries because of it. The defects
described herein were present in each package of batteries sold by Defendants.

38. Upon information and belief, other websites, of which Defendants are aware and monitor, show repeated consumer complaints for Duracell batteries that leaked. For instance, a customer comment by the screen name of “Frustrated” from Columbia, South Carolina gave the following comment titled Duracell Quality Has Leaked on April 7, 2015: “I have used all sizes of Duracell batteries since the 1970s. I always saw them as the best battery for any use. Within the last couple of years, though, I have had numerous issues with these batteries leaking and destroying the appliances in which they were installed. These include radios, flashlights and remote control devices.”²

39. Defendants knew about the defects from the relevant patents pertaining to these batteries. Defendants exhibited knowledge as early as 1989 about its batteries defect. In submissions to the U.S. Patent Office between 1989 and at least 2004, Defendants included references to leakage and attempts to correct leakage in its batteries. Defendants’ submissions include:

- Dec. 7, 1989 – “...a seal as the one described above has two potential areas where leakage can occur....”
- Aug. 24, 1994 – “...to maintain seal integrity over a wide range of operating temperature...as a result such cells are prone to leakage....”
- Jan. 26, 1995 – “An attempt to install an indicator strip to read battery voltage. Duracell contends diminished voltage leads to leakage.”
- Feb. 22, 1996 – “...plastic seal membrane having a pressure vent comprising an annular diaphragm that ruptures in shear to vent the cell if excess cell pressure develops...”
- Oct. 2, 1996 – “...the pressure responsive mechanism may include a diaphragm which ruptures when there is extreme gas pressure buildup... are subject to leakage or rupture caused by a rise in internal temperature of the cell which often is accompanied by a corresponding increase in pressure...”
- April 10, 1997 – “...in case of extreme gas pressure build up the metal diaphragm also ruptures allowing gas to be channeled into interior chambered within the end cap assembly and out to the external environment through a series of vent holes....”

² <http://www.consumerreports.org/cro/electronics-computers/supplies-accessories/batteries/aa-batteries-ratings/models/user-reviews/duracell-coppertop-aa-alkaline-99052274.htm#readReview#readReview> (emphasis added)

- Aug. 22, 1997 – “...cells...are subject to leakage or rupture which in turn can cause damage to the device which is powered by the cell or to the surrounding environment....”
- Nov. 6, 1997 – “...the end cap assembly may include a pressure responsive mechanism which ruptures when there is extreme gas pressure buildup....gas is allowed to escape from the cell interior to the external environment through a series of vent apertures within the end cap assembly....”

40. Defendants know, and stated in their June 1, 2012 press release: “consumers typically don’t spend a large amount of time thinking about batteries,” yet despite this knowledge of consumer understanding and purchase habits, Defendant withheld critical information, to increase their sales and/or market share.

41. Defendants, with specific knowledge of the leakage defect, did knowingly conceal pertinent facts from the ultimate consumer to enhance sales and/or market share.

PLAINTIFF RENEE PUNIAN

42. At various times for more than four years, Plaintiff purchased the Duracell Batteries, most recently on August 15, 2014, at Target, located at 1811 Hillsdale Ave., San Jose, CA 95124.

43. Prior to Plaintiff’s purchase of the Duracell Batteries, Plaintiff saw the deceptive “10 Years Guaranteed” package label, saw TV advertising, and heard radio advertising regarding the Duralock guarantee and believed that the Duracell Batteries would not fail for ten years. Plaintiff did not know that the Duracell Batteries, despite their premium price, could leak even if used as intended. Had Plaintiff known of the Duracell Batteries’ potential to fail, leak and/or damage Plaintiff’s electronics, she would not have purchased Duracell Batteries.

CLASS ACTION ALLEGATIONS

44. Plaintiff brings this action on behalf of herself the following “Class:”

All purchasers in California who bought Duracell Coppertop AA and AAA batteries with Duralock beginning June 1, 2012 through the date of notice (the “Class Period”).

45. Within the Class, there is one subclass for purposes of Plaintiff’s claim under the Consumer Legal Remedies Act (the “CLRA Subclass” or “Subclass”). The proposed CLRA

Subclass is defined as follows:

All Class members who purchased Duracell Coppertop AA and AAA batteries with Duralock beginning June 1, 2012 through the date of notice for personal, family or household purposes.

46. Excluded from the Class are governmental entities, Defendants, any entity in which Defendants have a controlling interest, and Defendants' officers, directors, affiliates, legal representatives, employees, coconspirators, successors, subsidiaries, and assigns. Also excluded from the Class are any judges, justices, or judicial officers presiding over this matter and the members of their immediate families and judicial staff. Also excluded from the class are purchasers of Duracell Ultra Power or Ultra Advance AA or AAA batteries purchased during the Class Period.

47. This action is brought and may properly be maintained as a class action pursuant to Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3). This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of these rules.

48. Numerosity: Based upon Defendants' publicly available sales data with respect to the misbranded products at issue, it is estimated that the Class number in the thousands, and that joinder of all Class members is impracticable.

49. Common Questions Predominate: This action involves common questions of law and fact applicable to each Class member that predominate over questions that affect only individual Class members. Thus, proof of a common set of facts will establish the right of each Class member to recover. Questions of law and fact common to each Class member include, but not limited to:

- a. Whether Defendants' representations regarding Duracell's Coppertop Duralock AA and AAA batteries were false or misleading;
- b. Whether Defendants' failure to disclose the potential for leakage during the "guarantee period" would mislead a reasonable consumer;
- c. Whether Defendants charged a premium price for batteries with Duralock technology;
- d. Whether Defendants engaged in unfair, unlawful, and/or deceptive

1 business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq*;

2 e. Whether Defendants conduct alleged herein constitutes false advertising in
3 violation of Cal. Bus. & Prof. Code §§ 17500, *et seq*;

4 f. Whether Defendants represented, through words or conduct, that its
5 Coppertop batteries with Duralock had characteristics, uses or benefits that they did not actually
6 have in violation of Cal. Civ. Code § 1750, *et seq*;

7 g. Whether Defendants advertised its Coppertop batteries with Duralock with
8 the intent not to sell them as advertised;

9 h. Whether Defendants have been unjustly enriched;

10 i. Whether Plaintiff and the Class have been damaged by the wrongs
11 complained herein, and if so, whether Plaintiff and the Class are entitled to injunctive and/or other
12 equitable relief, including restitution, and whether Plaintiff and the Class are entitled to damages
13 under the CLRA and the amounts of such relief.

14 50. Typicality: Plaintiff's claims are typical of the claims of the Class because she
15 bought Defendants' batteries during the Class Period. Defendants' unlawful, unfair and/or
16 fraudulent actions concern the same business practices described herein irrespective of where
17 they occurred or were experienced. Plaintiff and the Class sustained similar injuries arising out of
18 Defendants' conduct in violation of California law. The injuries of each member of the Class
19 were caused directly by Defendants' wrongful conduct. In addition, the factual underpinning of
20 Defendants' misconduct is common to all Class members and represents a common thread of
21 misconduct resulting in injury to all members of the Class. Plaintiff's claims arise from the same
22 practices and course of conduct that give rise to the claims of the Class members and are based on
23 the same legal theories.

24 51. Adequacy: Plaintiff will fairly and adequately protect the interests of the Class.
25 Neither Plaintiff nor her counsel have any interests that conflict with or are antagonistic to the
26 interests of the Class members. Plaintiff has retained highly competent and experienced class
27 action attorneys to represent her interests and those of the members of the Class. Plaintiff and
28 Plaintiff's counsel have the necessary financial resources to adequately and vigorously litigate

1 this class action, and Plaintiff and her counsel are aware of her fiduciary responsibilities to the
2 Class members and will diligently discharge those duties by vigorously seeking the maximum
3 possible recovery for the Class.

4 52. Superiority: There is no plain, speedy or adequate remedy other than by
5 maintenance of this class action. The prosecution of individual remedies by members of the
6 Class will tend to establish inconsistent standards of conduct for Defendants and result in the
7 impairment of Class members' rights and the disposition of their interests through actions to
8 which they were not parties. Class action treatment will permit a large number of similarly
9 situated persons to prosecute their common claims in a single forum simultaneously, efficiently
10 and without the unnecessary duplication of effort and expense that numerous individual actions
11 would engender. Further, as the damages suffered by individual members of the Class may be
12 relatively small, the expense and burden of individual litigation would make it difficult or
13 impossible for individual members of the Class to redress the wrongs done to them, while an
14 important public interest will be served by addressing the matter as a class action. Class
15 treatment of common questions of law and fact would also be superior to multiple individual
16 actions or piecemeal litigation in that class treatment will conserve the resources of the Court and
17 the litigants, and will promote consistency and efficiency of adjudication.

18 53. The prerequisites to maintaining a class action for injunctive or equitable relief
19 pursuant to Fed. R. Civ. P. 23(b)(2) are met as Defendants have acted or refused to act on grounds
20 generally applicable to the Class, thereby making appropriate final injunctive or equitable relief
21 with respect to the Class as a whole.

22 54. Plaintiff and her counsel are unaware of any difficulties that are likely to be
23 encountered in the management of this action that would preclude its maintenance as a class
24 action.

25 CLAIMS FOR RELIEF

26 COUNT I

27 Violation of "Unlawful" Prong of the Unfair Competition Law

28 55. Plaintiff incorporates each allegation above as if fully set forth herein.

56. California's Unfair Competition Law ("UCL") prohibits any "unlawful, unfair, or fraudulent" business practice. Cal. Bus. & Prof. Code § 17200. Defendants' Duracell Coppertop battery label and advertising scheme is "unlawful," "unfair," and "fraudulent."

57. Defendants' Duracell Coppertop labeling and advertising practices are unlawful because Defendants violated California's False Advertising Law (Bus. & Prof. Code §§ 17500 *et seq.*), and Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750 *et seq.*). Defendants misled consumers into believing that their Duracell Batteries with Duralock, used and stored as intended, would last for ten years without leakage. Defendants concealed from consumers the propensity for premature leakage and corrosion, by failing to disclose it on Duracell Coppertop packaging or related advertising materials.

58. As a result of Defendants' conduct, Plaintiff and Class members spent money on premium-priced AA and AAA batteries that they would not have spent, had Defendants disclosed the truth.

59. Defendants have been, and will continue to be, unjustly enriched at the expense of Plaintiff and the Class. Specifically, Defendants have been enriched by obtaining revenues and profits from Plaintiff and the Class they would not otherwise have obtained absent their unlawful practices.

60. Plaintiff seeks to enjoin further unlawful, unfair and/or fraudulent acts or practices by Defendant, to obtain restitutionary disgorgement of all monies and revenues generated from the Class as a result of such practices, and all other relief allowed under California Business & Professions Code § 17200.

COUNT II

Violation of "Unfair" Prong of the Unfair Competition Law

61. Plaintiff incorporates each allegation above as if fully set forth herein.

62. A business practice is "unfair" under the UCL if the gravity of the harm to the victim outweighs the utility of the Defendants' conduct.

63. Defendants have violated, and continue to violate, the "unfair" prong of the UCL by luring Plaintiff and Class members into buying Duracell Batteries with Duralock, by

1 concealing their propensity for premature leakage and corrosion, when stored and used as
2 intended.

3 64. The gravity of the harm to Plaintiff and the other Class members resulting from
4 these unfair acts and practices outweighs any conceivable utility of Defendants' conduct.

5 65. Defendants have been, and will continue to be, unjustly enriched at the expense of
6 Plaintiff and the other Class members. Specifically, Defendants have been enriched by obtaining
7 revenues and profits they would not otherwise have obtained absent their unfair practices.

8 66. Plaintiff seeks to enjoin further unlawful, unfair and/or fraudulent acts or practices
9 by Defendant, to obtain restitutionary disgorgement of all monies and revenues generated as a
10 result of such practices, and all other relief allowed under California Business & Professions
11 Code § 17200.

12 COUNT III

13 **Violation of "Fraudulent" Prong of the Unfair Competition Law**

14 67. Plaintiff incorporates each allegation above as if fully set forth herein.

15 68. A fraudulent business practice is one in which members of the public are likely to
16 be deceived.

17 69. Defendants have violated, and continue to violate, the "fraudulent" prong of the
18 UCL by luring Plaintiff and Class members into buying Duracell Coppertop batteries with
19 Duralock, by concealing their propensity for premature leakage and corrosion, when stored and
20 used as intended.

21 70. Defendants have been, and will continue to be, unjustly enriched at the expense of
22 Plaintiff and the other Class members. Specifically, Defendants have been enriched by obtaining
23 revenues and profits they would not otherwise have obtained absent their fraudulent practices.

24 71. Plaintiff seeks to enjoin further unlawful, unfair and/or fraudulent acts or practices
25 by Defendants, to obtain restitutionary disgorgement of all monies and revenues generated as a
26 result of such practices, and all other relief allowed under California Business & Professions
27 Code § 17200.

COUNT IV**Violation of the False Advertising Law**

72. Plaintiff incorporates each allegation above as if fully set forth herein.

73. Defendants engaged in advertising and marketing to the public and offered for sale AA and AAA Duracell Coppertop batteries in California, with the intent to directly or indirectly induce the sale of their batteries to consumers like Plaintiff.

74. Defendants' advertising and marketing representations regarding the guaranteed life of their products were false, misleading, and deceptive. Defendants also concealed material information from consumers about the potential for leakage, corrosion and device damage.

75. Defendants' misrepresentations and omissions regarding Duracell batteries deceived or have the tendency to deceive the general public.

76. Defendants' misrepresentations and omissions were the type of misrepresentations that are material, i.e., a reasonable person would attach importance to them and would be induced to act on the information in making purchase decisions.

77. Defendants' misrepresentations and omissions are objectively material to a reasonable consumer, and therefore reliance upon such misrepresentations may be presumed as a matter of law.

78. Plaintiff saw and relied upon Defendants' misleading labeling and advertising and suffered damage therefrom.

79. At the time they made the misrepresentations and omissions alleged herein, Defendants knew or should have known that they were untrue, misleading or likely to mislead consumers, and acted in violation of Bus. & Prof. Code §§ 17500 *et seq.*

80. Unless restrained by this Court, Defendants will continue to engage in untrue and misleading advertising, as alleged above, in violation of Cal. Bus. & Prof Code §§ 17500 *et seq.*

81. As a result, Plaintiff and each member of the Class have been injured, have lost money or property, and are entitled to relief. Plaintiff and the Class seek restitution, injunctive relief, and all other relief permitted under Bus. & Prof. Code §§ 17500 *et seq.*

COUNT V

Violation of the Consumer Legal Remedies Act

82. Plaintiff incorporates each allegation above as if fully set forth herein.

83. This cause of action is brought under the Consumers Legal Remedies Act, California Civil Code §§ 1750 *et seq.*

84. On December 16, 2014, Plaintiff provided Defendants with notice pursuant to Cal. Civ. Code § 1782. On January 15, 2015, Defendants responded to Plaintiff's notice, denying the allegations in the notice and Plaintiff's original Class Action Complaint filed on November 13, 2014.

85. Plaintiff and each member of the Class constitutes a "consumer" within the meaning of Civil Code § 1761(d).

86. Defendants' sale of Duracell Coppertop batteries with Duralock constitutes "transactions" within the meaning of Civil Code § 1761(e).

87. The merchandise purchased by Plaintiff and the Class members constitutes "goods" under Civil Code § 1761(a).

88. Defendants' actions, representations and conduct have violated, and continue to violate, the CLRA, because they involve transactions intended to result, and which have resulted, in the sale of goods to consumers.

89. Defendants' representations to Plaintiff and other members of the Class that Duracell Coppertop batteries with Duralock would not leak for 10 years, when stored or used as intended, were false, willful, oppressive, and fraudulent, in violation of the CLRA.

90. By engaging in the conduct set forth herein, Defendants violated and continue to violate Section 1770(a)(5) of the CLRA, because Defendants' conduct constitutes unfair methods of competition and unfair or fraudulent acts or practices in that it misrepresents the particular characteristics, uses, benefits and quantities of the goods.

91. By engaging in the conduct set forth herein, Defendants violated and continue to violate Section 1770(a)(9) of the CLRA, because Defendants' conduct constitutes unfair methods of competition and unfair or fraudulent acts or practices in that they advertise goods with the

1 intent not to sell the goods as advertised.

2 92. By engaging in the conduct set forth herein, Defendants violated and continue to
3 violate Section 1770(a)(16) of the CLRA, because Defendants' conduct constitutes unfair
4 methods of competition and unfair or fraudulent acts or practices in that they represent that a
5 subject of a transaction has been supplied in accordance with a previous representation when they
6 have not.

7 93. Under Civil Code § 1780(a)(2), Plaintiff requests that this Court enjoin Defendants
8 from continuing to engage in these unlawful and deceptive practices.

9 94. Plaintiff also requests that the Court award restitution, actual and punitive
10 damages, costs and attorneys' fees against Defendant for its violations of the CLRA.

11 **COUNT VI**

12 **Unjust Enrichment**

13 95. Plaintiff incorporates each allegation above as if fully set forth herein.

14 96. The public policy of California does not permit one to take advantage of her own
15 wrong regardless of whether the other party suffers actual damage.

16 97. As a result of Defendants' unlawful, fraudulent and misleading labeling,
17 advertising, marketing and sales of the Defendants' batteries, Defendants was enriched at the
18 expense of Plaintiff and the Class.

19 98. Plaintiff and the Class are known by Defendants to be the intended purchasers of
20 the subject batteries.

21 99. Plaintiff and the Class paid a premium price for batteries, which would not have
22 been purchased if Defendants had disclosed the leakage defect.

23 100. It would be against equity and good conscience to permit Defendant to retain the
24 ill-gotten benefits they received from Plaintiff and the Class, in light of the fact that the products
25 were not what Defendant purported them to be. Thus, it would be unjust and inequitable for
26 Defendant to retain the benefit without restitution to Plaintiff and the Class of all monies paid to
27 Defendant for its batteries.

28 101. As a direct and proximate result of Defendants' actions, Plaintiff and the Class

1 have suffered damages in an amount to be proven at trial.

2 **COUNT VII**

3 **Breach of Implied Warranty of Fitness for a Particular Purpose**

4 102. Plaintiff incorporates each allegation above as if fully set forth herein.

5 103. Defendant knew or should have known that its AA and AAA batteries complained
6 of herein were defective due to a problem with leakage during the intended use and withheld this
7 information from Plaintiff and the Class.

8 104. A battery that leaks under the intended use and/or storage are not fit for the
9 intended purpose for which Plaintiff and the Class purchased Defendants' AA and AAA batteries.
10 The intended purpose was the possible normal use of Defendants' AA and AAA batteries for ten
11 years.

12 105. Implied in sale of Duracell AA and AAA batteries is that they would not leak
13 during the intended use and/or storage of the batteries.

14 106. By reason of the foregoing, Plaintiff and the Class were damaged in the amount of
15 the amount they paid for the purchase of the subject batteries as they would not have been
16 purchased had Plaintiff and the Class known of the leakage problem in Duracell AA and AAA
17 batteries. In the alternative, Plaintiff and the Class were damaged in the amount of the price of
18 the more expensive Duracell batteries to those of lower priced alternatives.

19 **JURY DEMAND**

20 Plaintiff hereby demands a jury trial on all issues so triable.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, and on
23 behalf of the general public, prays for judgment against Defendants as follows:

24 A. For an order certifying this case as a class action and appointing Plaintiff and her
25 counsel to represent the Class;

26 B. For an order awarding, as appropriate, damages to the Plaintiff and the Class;

27 C. For an order awarding restitutionary disgorgement to Plaintiff and the Class;

28 D. For an order awarding non-restitutionary disgorgement to Plaintiff and the Class;

1 E. For an order requiring Defendants to immediately cease and desist from selling
2 their batteries in violation of law; enjoining Defendants from continuing to manufacture, label,
3 market, advertise, distribute, and sell these products in the unlawful manner described herein; and
4 ordering Defendants to engage in corrective action;

5 F. For injunctive and monetary relief pursuant to Cal. Civ. Code § 1780;

6 G. For an order awarding attorneys' fees and costs;

7 H. For an order awarding punitive damages;

8 I. For an order awarding nominal damages;

9 J. For an order awarding pre-and post-judgment interest; and

10 K. For an order providing such further relief as this Court deems proper.

11 Dated: September 10, 2015.

12 Respectfully submitted,

13
14 /s/ Pierce Gore

15 Ben F. Pierce Gore
16 PRATT & ASSOCIATES
17 1871 The Alameda, Suite 425
18 San Jose, CA 95126
19 (408) 429-6506
20 pgore@prattattorneys.com

21 Richard R. Barrett
22 LAW OFFICES OF RICHARD R. BARRETT
23 2086 Old Taylor Road
24 Suite 1011
25 Oxford, Mississippi 38655
26 (662) 380-5018
27 rrb@rrblawfirm.net

28 Barrett J. Clisby
BARRETT J. CLISBY, PLLC
Box 240
2086 Old Taylor Road, Suite 1021
Oxford, MS 38655-0240
(662) 234-8413
bjclisby@gmail.com

1 Dewitt M. Lovelace
2 Valerie Lauro Nettles
3 LOVELACE AND ASSOCIATES, P.A.
4 12870 U.S. Hwy 98 West
5 Suite 200
6 Miramar Beach, FL 32550
7 (850) 837-6020
8 dml@lovelacelaw.com
9 valerie@lovelacelaw.com

6 Thomas P. Thrash
7 THRASH LAW FIRM, P.A.
8 1101 Garland Street
9 Little Rock, AR 72201
10 (501) 374-1058
11 tomthrash@sbcglobal.net

10 Charles J. LaDuca
11 Bonnie J. Prober
12 CUNEO GILBERT & LADUCA, LLP
13 8120 Woodmont Avenue, Suite 810
14 Bethesda, MD 20814
15 (202) 789-3960
16 charles@cuneolaw.com
17 bprober@cuneolaw.com

14 Taylor Asen
15 CUNEO GILBERT & LADUCA, LLP
16 16 Court Street, Suite 1012
17 Brooklyn, NY 11241
18 (202) 789-3960
19 tasen@cuneolaw.com

18 *Counsel for Plaintiff Renee Punian*

EXHIBIT 1

DURACELL SMARTPOWER

DURACELL RATINGS AND REVIEWS

[Print this page](#)[See All Duracell Reviews](#)[ALL-PURPOSE BATTERIES](#)[BATTERY CHARGES](#)[CAMERA BATTERIES](#)[HEARING AID BATTERY](#)[SPECIALTY BATTERIES](#)[Learn More At Duracell](#)[BROWSE ALL-PURPOSE BATTERIES](#) or[Choose a Category](#)[Reviews Home](#) > [ALL-PURPOSE BATTERIES Reviews](#)[CUSTOMER REVIEWS FOR DURACELL BRAND APPLIANCES DURACELL COPPERTOP](#)

DURACELL COPPERTOP

Many of the battery-powered devices you use in your home are powered most efficiently by CopperTop batteries. These batteries are available in AA, AAA, C, D, and 9-volt sizes.

+++++ 1.7 out of 5 (56 Reviews)

[PRODUCT DETAILS](#)[CUSTOMER REVIEWS FOR DURACELL COPPERTOP](#)

Length - Short to Long ▼

+++++

1 / 5

These batteries Leak !!!

April 19, 2014

Mikevk
from London, UK

I have now had two quality torches destroyed through Duracell battery leakage. Just used in a domestic environment so nothing extreme. Looking at the other reviews here it seems that I am not alone. This brand used to have a reputation for quality.

[Response from Duracell: By Customer Service,](#)
May 13, 2014

Hi Mike, apologies for the trouble. When you have a moment, contact our customer service team at 800-551-2355 (Mon-Fri 9a-5p). We'd like to better understand what happened with the torches and help sort this out.

+++++

1 / 5

reshape

October 23, 2011

PILOT
from Texas

I have a rc transmitter that uses AA batteries, I purchased a six pack of duracell batteries, it seams like that the positive end of the battery is not long enough to make contact with the metal, all other brand batteries work o.k., need to be replaced.

[Response from Duracell: By Dee, Consumer Care,](#)
October 26, 2011

We'd like to learn more about this and help out with the AA Duracell Batteries. Please give us a call at (800) 551-2355 when you have a chance. Thanks!



1 / 5

just one year since last xmas

December 23, 2011

greggory63
from yelm

in the last year , these batteries have leaked and corroded in my submersible flashlight , and my indoor outdoor weather station ,and my clip on headlight (clips on the brim of my hat). these are gifts from last xmas, now ruined in less than one year.

Response from Duracell: By Dee, Consumer Care ,
December 28, 2011

I'm so sorry the Duracell batteries leaked in your flashlight. We'd like to learn more about your experience if you can give us a call at (800) 551-2355. Thanks for your review.



1 / 5

R2000 damage

September 15, 2013

Jade
from South Africa

Not only do these batteries not last but ALL 4 LEAKED IN BOTH MY MAC MOUSE AND KEYBOARD THAT WILL COST ME R2000 TO REPLACE!!!!!! Seriously???? I haven't experienced this with other brands. Take your faulty products off the market please.

You need to provide the option of a zero rating



2 / 5

Leaking Copper Top Kills Another Flashlight

March 2, 2014

DisappointedUser1234
from Southern California

Just had a maglite flashlight destroyed from leaking Copper Top battery. Just using in non extreme environment. Very disappointing. Third occurrence of an issue in lat 8 years. It may be time to try a new brand. I used to exclusively use Duracell batteries but not sure this is smart to do anymore.

Response from Duracell: By Customer Care,
May 29, 2014

Apologies for the trouble with your maglite. Please contact our customer care team at 800-551-2355 (Mon-Fri 9a-5p) when you have a moment. We'd like to better understand what's been going on and help sort this out.



1 / 5

Guranteed to leak

April 15, 2014

jp60173
from Arlington Heights, IL

I do not normally write online reviews but decided to in this case to warn people of the almost 100 percent probability that the Duracell AA or AAA will leak. In browsing thru the existing reviews it is apparent that I am not the only one to have issues with these batteries. The C and D batteries do not seem to have the same problem.

Response from Duracell: By Customer Service,

May 13, 2014

Hi, apologies for the trouble. When you have a moment, contact our customer service team at 800-551-2355 (Mon-Fri 9a-5p). We'd like to better understand what happened with AA and AAA and help sort this out.

+++++

1 / 5

Leaky beyond belief

April 24, 2014

Dan1

from Lexington, KY

I have a lot of low power devices requiring AA cells and buy batteries in bulk. Never have I had one brand exhibit so many failures due to leakage! I had some leak while still in the package. I can only surmise that something changed in the manufacturing process. I already had one brand on my no-buy list and now I no longer have confidence in Duracell.

Response from Duracell: By Customer Service,

May 13, 2014

Hi, apologies for the trouble. When you have a moment, contact our customer service team at 800-551-2355 (Mon-Fri 9a-5p). We'd like to better understand what's been going on and help sort this out.

+++++

1 / 5

Product leaked after two months in flash

December 26, 2011

NikonTom

from New Hampshire

This product leaked and destroyed a 300 dollar electronic flash unit. The date on the battery was 2016 (leak occurred in 2011). These batteries were never even used. They were inserted in the flash, the flash was tested, turned off and stored. Two months later the Nikon sb 600 is useless. I can't recommend these batteries for use in anything but a throw away product.

Response from Duracell: By Dee, Consumer Care ,

January 19, 2012

Oh no..I'm so sorry the Duracell Batteries leaked in your flash unit. We certainly wouldn't expect this to happen and would like to learn more about this. Please give us a call at (800) 551-2355. Thanks for your review.

+++++

4 / 5

Science Project on Battery Quality

January 6, 2012

Becca

from Connecticut

Hi I am doing a science project for school on the longest lasting battery. I am testing Duracell Coppertop, Energizer Ultimate Lithium, Eveready SUPER HEAVY DUTY, and Panasonic batteries. Congradulations, because Duracell Coppertop is shining the brightest so far. The others are slowly



1 / 5

Absolute junk!

March 21, 2014

Wary1

from San Francisco, CA

Duracell used to guarantee to repair or replace a device damaged by a defective battery, but no more. They will evaluate the consumer complaint, and then make their decision. In other words, no definitive guarantee is provided. I would be wary of these batteries. I have had new batteries leak while still in the package. I have had new batteries read low voltage right out of the package.

Response from Duracell: By Customer Care,

May 29, 2014

Hi, apologies for the trouble. We take consumer complaints very seriously, especially if, as you mentioned, unused batteries are defective. Please contact our customer care team at 800-551-2355 (Mon-Fri 9a-5p) when you have a moment. We'd like to better understand what happened and help sort this out.



5 / 5

Simply the best batteries

February 14, 2013

Renaë

from United States

I've used Duracell for years. I purchased a lot of Duracell batteries this holiday season and have been very impressed. I don't typically write reviews, but I was surprised to see so many people having issues. I figured I would share my experience. Kids toys, remotes, smoke detectors, etc. all work great, no issues whatsoever with packaging, leaking, dying too soon. Everything has been great.



5 / 5

Excellent

January 10, 2012

Cobie

from New York

Reading the Reviews I am quite disturbed. I buy Duracell Batteries almost exclusively and have never had a problem with them. I work in the Fire/Rescue business and use Duracell products in all of my battery-powered firefighting equipment. My helmet light for example, which is exposed to extreme heat, has yet to have a problem, or need a battery replacement. I have been using it for over a year. Extremely Satisfied!



1 / 5

Battery swelling

December 25, 2012

pha1st

from Englewood, FL

I installed 5 D size Duracell batteries in an expensive focusable flashlight. The flashlight housing is tubular aluminum. At least one of the batteries swelled in the tube making the flashlight unusable, because the battery could not be removed to replace it with a good battery. I do not understand why the battery swelled in the flashlight. I thought that they were manufactured so that this type of failure did not occur.

+++++

1 / 5

Leaky Mess

August 13, 2011

George
from Denver, CO

I have come to expect cheap batteries to leak, but when I use a Name Brand like Duracell, I expect it to last without leaking. I used Duracell in my wireless mouse which I use on a regular basis and was very unpleasantly surprised when I first began to experience low charge symptoms, it had already leaked acid all over the inside of my poor little mouse which had to be put to sleep as a result. I will never buy Duracell again.

Response from Duracell: By Dee, Consumer Care ,

August 16, 2011

Oh no...I'm so sorry the Duracell Batteries leaked in your poor little mouse. We'd like to help and make a report about this....please give us a call at 800) 551-2355 when you have a chance. Thanks!

+++++

2 / 5

Leaky batteries

December 8, 2012

Bakermechanic
from Lawton, MI

I have always thought Duracell batteries were among the best I could buy, so would often spend a bit more and get them. Recently I have had two instances of Duracell Coppertop batteries leaking. In one case, I was able to clean up the device well enough to have it work again. In the other case, it destroyed a \$25.00 flashlight. This is not the quality Duracell is known for. From the other reviews, I am seeing a pattern. Please correct this!

Response from Duracell: By Shawna, Duracell Consumer Care ,

December 17, 2012

There are many things that can cause batteries to leak. Some of the more common causes include exposure to extreme temperatures, moisture, where and how batteries are stored, and/or becoming shorted out by other batteries or metals. We hope this information has been helpful. If you have any further questions, please feel free to call us at 1-800-551-2355.

+++++

2 / 5

Failed

September 27, 2011

ding
from Lincoln University, PA

I purchased Duracell "C" cell batteries for a three cell Mag-Lite that I keep in my car for emergency use. This flash light is rarely used. I don't remember when I put these batteries in, but this week on one of those very rare occasions when I needed it, it failed to provide the needed light. It was nothing more than a dim glow. These three batteries were labeled as "C" MN1400 LR14 1.5 Volt MAR 2014. Not very good performance for premium batteries.



2 / 5

Sorry to see the poor quality

December 7, 2013

nhhun

from New Hampshire

Duracell has been my go to battery for many, many years but I have just had 3 AAA leak in one of my LED flashlights. They were dated 2015 and not in bad weather. This is the second time I have had a batteries leak in a device. I thought it was me until I happened to start to look at the other reviews. I have many devices that use batteries so the percentage may not be high but I can remember when they would guarantee against leakage. Maybe it is time to look for another brand.



1 / 5

Increased Incidence of Batteries Leaking

January 23, 2013

uncleal

from Aiea, HI

For over 40 years I have relied on Duracell batteries...but not anymore. The alkaline AA and AAA batteries appear to have degraded in quality as I have experienced a marked increase in leakage...even in the packages before they are opened and well before the expiration dates. Two of my remote controls were RUINED by leaking Duracell batteries that were not that old. I know the batteries carry a warranty, but who has the time to file a claim...lesson learned: use another name brand.

Response from Duracell: By Shawwna, Duracell Consumer Care ,

February 6, 2013

I'm sorry you had trouble with batteries leaking. This may also have been caused by any of the following.

- The batteries being left in a device when it had been left in the ON position.
- Mixing old and new batteries. Replace all batteries in a device at the same time.
- Mixing different types of battery (for example, using an alkaline battery and a zinc-carbon battery)
- Storing or carrying loose batteries rather than keeping them in the pack.
- The device damaging the batteries.
- One or more batteries being inserted the wrong way. Follow symbols on batteries to make sure batteries are installed correctly in device.
- Using a power cord or adapter with a device that has batteries in it. This can charge the batteries and cause possible leakage.
- Trying to recharge an alkaline battery.
- The batteries being exposed to extreme temperatures (hot or cold) or in a damp or humid environment, for a long time. Always store batteries at room temperature in a dry environment.

Still, we'd like to help so please give us a call at (800) 551-2355 when you have a chance.



1 / 5

Leaking Batteries

December 31, 2013

Northernliving

from Northern Michigan

I have 6 batteries in my label printer. 4 were dated Dec 2014 and 2 were Duracells dated March 2014. The unit is stored in my 65F basement. I took it out yesterday and the 2 Duracells had leaked all over. This is the second time in as many months that this has happened. The first time was in an expensive piece of radio control equipment. I dismissed the first time as a fluke, but after the second time, I came to this site to see if there was a problem. Duracell has been my trusted brand for many years. No more. I am done.

+++++

1 / 5

not a happy camper

August 30, 2012

locksmith
from ms

For decdes now I would not use a battery that was not Duracell because they never leaked and outlasted all others. NOT ANYMORE. I have lost a \$300 Garmin GPS due to leaking batteries, more than one cheap flashlight and now a \$40 light. Now looking in the battery storage box, I am finding new never used 2014 AAA batteries leaking. AA batteries are doing the same thing. These batteries have been kept in the house and not exposed. DURACELLFIX THE PROBLEM.....THIS IS UNACCEPTABLE. I have told countless people over the years to "only use Duracell". Not now!!!!!!!

[prev](#) [1](#) [2](#) [3](#) [next](#)[PRODUCT DETAILS](#)

Apologies for the trouble. Please contact our customer care team at 800-551-2355 (Mon-Fri 9a-5p) when you have a moment. We'd like to better understand what happened with this pack and help sort this out.

+++++ 1 / 5

Absolute junk!

March 21, 2014

Wary1

from San Francisco, CA

Duracell used to guarantee to repair or replace a device damaged by a defective battery, but no more. They will evaluate the consumer complaint, and then make their decision. In other words, no definitive guarantee is provided. I would be wary of these batteries. I have had new batteries leak while still in the package. I have had new batteries read low voltage right out of the package.

Response from Duracell: By Customer Care,

May 29, 2014

Hi, apologies for the trouble. We take consumer complaints very seriously, especially if, as you mentioned, unused batteries are defective. Please contact our customer care team at 800-551-2355 (Mon-Fri 9a-5p) when you have a moment. We'd like to better understand what happened and help sort this out.

+++++ 1 / 5

Unexpectedly disappointing performance

March 10, 2014

UnhappyinHornepayne

from Hornepayne, Ontario

Duracell restrictions on so called special characters limit my ability to post a properly punctuated review in decent grammar but I shall try anyway. We have happily been using various sizes of Duracell Coppertop alkaline batteries for many years and have never before had any reason to be disappointed with their quality. The other day however our Sony remote control module stopped working and when we opened the battery compartment to replace its two Duracell batteries after about six months of use we found that one of them had leaked causing corrosion damage to both of its battery compartment contacts. This occurred on March ninth in the year two thousand fourteen in spite of the Duracell being labeled with a best before date of March two thousand sixteen. Although I have tried cleaning the affected contacts the remote control module no longer works even with absolutely fresh batteries probably because at least one of the thin connecting wires hidden inside the device has been corroded all the way through. I have had to order a new one at a cost of about fifty dollars Canadian and when it arrives in a few weeks I shall try to send the damaged unit along with the offending battery to Duracell for repair or compensation. It is a sad comment on our times but it seems that a growing number of name brand products with previously excellent reputations are currently suffering a similar decline in quality.

Response from Duracell: By Customer Care,

May 29, 2014

Apologies for the trouble with the battery and remote. Please contact our customer care team at 800-551-2355 (Mon-Fri 9a-5p) when you have a moment. We'd like to help sort this out and understand what happened.

+++++ 1 / 5

Bought at Christmas 2013 all dead in 2 months...

March 9, 2014

upsetduracelluser

from MD

I bought a 24 pack of AA and used 4 to 6 of them in kids toys for our first born child. Went back to the rest of the pack 2 months later to every single one of them dead with a guarantee of lasting 10 years in storage. This product appears to be failing the consumer across the board and cheaper brands are certainly lasting in storage far better. I just bought another 24 pack after being juiced from the first failed 15 dollar pack to see if maybe it is better but I am skeptical and still feel cheated. Some products suggest using duracell exclusively but now I think we ALL may need to make a change.

Response from Duracell: By Customer Care,

May 29, 2014

Sorry about that. Please contact our customer care team at 800-551-2355 (Mon-Fri 9a-5p) when you have a moment. We'd like to better understand what's been going on and help sort this out.

+++++ 2 / 5

Leaking Copper Top Kills Another Flashlight

March 2, 2014

DisappointedUser1234
from Southern California

Just had a maglite flashlight destroyed from leaking Copper Top battery. Just using in non extreme environment. Very diappointing. Third occurane of an issue in lat 8 years. It may be time to try a new brand. I used to excusively use Duracell batteries but not sure this is smart to do anymore.

Response from Duracell: By Customer Care,

May 29, 2014

Apologies for the trouble with your maglite. Please contact our customer care team at 800-551-2355 (Mon-Fri 9a-5p) when you have a moment. We'd like to better understand what's been going on and help sort this out.

+++++ 1 / 5

Dead on Arrival

February 28, 2014

teri
from Mpls, MN

Lately, each large quantity pack of Duracell batteries that I have bought all have at least one completely dead battery. This time it was Ds. Purchased at Sams Club.

Response from Duracell: By Customer Care,

May 29, 2014

Apologies for the trouble, and thanks for bringing this to our attention. Please contact our customer care team at 800-551-2355 (Mon-Fri 9a-5p) when you have a moment. We'd like to get some more details about what's been going on and help sort this out.

+++++ 1 / 5

Nothing like they used to be

February 20, 2014

bummer
from Denver

I have used Duracell exclusively for 20 years and have not had an issue in the literally thousands that I have used over the years. In just the past three months I have had three devices ruined including a very expensive laser and all three used batteries from different packages. In very poor english I was told the list if things the batteries should not be exposed to and I will not bore you with the details however it seems to me that Earth is a very unsuitable habitat in general for the fragile things. I thought I had a lifetime brand but instead I am pulling them out of anything that I value or that I cannot afford to be without for two and a half months for evaluation to maybe or maybe not be compensated for under warranty and claims. This is a premium priced household alkaline and I was happy to pay the premium for trust but have lost all faith.

Response from Duracell: By Customer Care,

May 29, 2014

Thanks so much for your feedback and loyalty, and we apologize for the trouble. It sounds like you've already contacted our customer care team (800-551-2355 Mon-Fri 9a-5p), but do let us know if we can be of any more help. We value your feedback and are looking into it.

+++++ 1 / 5

Not for hi tech use

February 6, 2014

Notmycupotea
from Arizona

Used in a weather center and Lego Mindstorm products and did not work worth a hoot. It is hard to find a good alkaline battery for Hi tech usage.

Response from Duracell: By Customer Care,

May 29, 2014

Apologies for the trouble. Please contact our customer care team at 800-551-2355 (Mon-Fri 9a-5p) when you have a moment. We'd like to better understand what happened and help sort this out.

+++++ 1 / 5

Leaked

February 1, 2014

kemdawn

I had a AA Duracell battery in my clock. The expiration date was not until 2016 and it was not exposed to unusual conditions but it leaked inside the clock and destroyed the mechanism of the clock.

Response from Duracell: By Customer Care,

May 29, 2014

Apologies for the trouble. Please contact our customer care team at 800-551-2355 (Mon-Fri 9a-5p) when you have a moment. We'd like to help sort this out.

+++++ 1 / 5

Junk because of leakage

January 10, 2014

Bunny
from San Francisco, CA

Duracell used to repair or replace devices damaged by a bad battery. Now they apparently do not. I have even had batteries leak in the original packaging.

Response from Duracell: By Customer Care,

May 29, 2014

Hi, please contact our customer care team at 800-551-2355 (Mon-Fri 9a-5p) when you have a moment. We do work with consumers to sort any issues out, particularly when unused batteries are faulty.

+++++ 1 / 5

Leaking Batteries

January 6, 2014

Burned
from USA

I had both a deer camera and a TV remote damaged by leaking Duracell batteries. I used to swear by them but now they are junk.

Response from Duracell: By Customer Care,

May 29, 2014

Apologies for the trouble, and sorry about your devices. Please contact our customer care team at 800-551-2355 (Mon-Fri 9a-5p) when you have a moment. We'd like to understand what happened and help sort this out.

+++++ 1 / 5

Leaking Batteries

December 31, 2013

Northernliving

from Northern Michigan

I have 6 batteries in my label printer. 4 were dated Dec 2014 and 2 were Duracells dated March 2014. The unit is stored in my 65F basement. I took it out yesterday and the 2 Duracells had leaked all over. This is the second time in as many months that this has happened. The first time was in an expensive piece of radio control equipment. I dismissed the first time as a fluke, but after the second time, I came to this site to see if there was a problem. Duracell has been my trusted brand for many years. No more. I am done.

+++++ 1 / 5

Leakage Terrible

December 30, 2013

JamaicaJoe

from Florida

Yet again I have leakage from a Duracell battery, despite a 2018 expiry date.

+++++ 1 / 5

LEAKING BATTERIES DESTROYING DEVICES

December 27, 2013

EnergizerConvert

from Jamaica WI

The Duracell Brand is no longer what it used to be. I have lost several devices because of leaking batteries by Duracell. I no longer use this product and have had no issues with the other leading brand.

+++++ 2 / 5

Sorry to see the poor quality

December 7, 2013

nhhun

from New Hampshire

Duracell has been my go to battery for many, many years but I have just had 3 AAA leak in one of my LED flashlights. They were dated 2015 and not in bad weather. This is the second time I have had a batteries leak in a device. I thought it was me until I happened to start to look at the other reviews. I have many devices that use batteries so the percentage may not be high but I can remember when they would guarantee against leakage. Maybe it is time to look for another brand.

+++++ 1 / 5

R2000 damage

September 15, 2013

Jade

from South Africa

Not only do these batteries not last but ALL 4 LEAKED IN BOTH MY MAC MOUSE AND KEYBOARD THAT WILL COST ME R2000 TO REPLACE!!!!!!! Seriously???? I haven't experienced this with other brands. Take your faulty products off the market please.

You need to provide the option of a zero rating

+++++ 5 / 5

Simply the best

June 28, 2013

simbp215

from Mason, OH

I use these in my TV remote. These are the only batteries that last for at least a year. All other batteries I've tried need replacing every 3 - 4 months.

+++++ 1 / 5

Formerly leak free.

April 14, 2013

MikeZ

from New Hampshire

I am sad to report how disappointed I am with the quality of this formerly superior product. Up until 3-5 years ago, I had _NEVER_ experienced a leak from a Duracell battery. I didn't care how much they cost, I didn't care what the competition's performance or warranty was, in my experience Duracell _NEVER_ leaked.

With all the failures I've seen in the last several years, that's clearly changed now, and with a couple recent failures I had decided to start tracking a lengthy list of all the devices I own with batteries, when the batteries were put in the device, and what the 'fresh until' date was. My hope is to minimize the risk of damage due to leakage by replacing batteries long before they are exhausted. I was willing to continue to still consider Duracell BUT, right now I am staring at a package of bulk (40 count) AAs, purchased in the last year or so, labeled 'best before 2022' and 'guaranteed for 10 years in storage' and in it is a battery WHICH HAS ALREADY LEAKED. That's right, a never used battery, labeled "Dec 2022", has already failed. I was about to swap all of these batteries into various devices, but why would I put these batteries in anything?

You would be wise to consider going back to whatever it was you were doing 5+ years ago.

+++++ 1 / 5

dead battery

April 8, 2013

gene

from va

i took a 9 volt battery from the package dated 8/17/12 and it wouldnt work checked it and only had 6 volts cant find a complaint department on this sight nice going plus battery should be good till dec 2017 so much for glod top

prev 1 2 3 4 5 next

PRODUCT DETAILS

