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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SANTA CLARA

12 TERRY PAUL, an individual, on
13 behalf of herself, the general public,
and those similarly situated,

14 Plaintiff,

15 v.

16 HP INC.,

17 Defendant.

Case No. _____

Unlimited Civil Case

Class Action Complaint for Fraud,
Deceit, and/or Misrepresentation;
Violation of the Consumer Legal
Remedies Act; False Advertising;
Negligent Misrepresentation; Unfair,
Unlawful, and Deceptive Trade
Practices; Breach of Express Warranty;
and Violation of the Song-Beverly
Consumer Warranty Act

Jury Trial Demanded

INTRODUCTION

1. Terry Paul brings this Class Action Complaint against HP Inc., on behalf of herself and those similarly situated, for fraud, deceit, and/or misrepresentation; violation of the Consumer Legal Remedies Act (“CLRA”); false advertising; negligent misrepresentation; unfair, unlawful, and deceptive trade practices; breach of express warranty; and violation of the Song-Beverly Consumer Warranty Act. The following allegations are based upon information and belief, including the investigation of Plaintiff’s counsel, unless stated otherwise.

2. This case concerns desktop computers that were marketed and sold by HP as including Universal Serial Bus (“USB”) 3.0 and 3.1 Gen 1 ports (the “Purported USB 3.0 / USB 3.1 Gen. 1 Computers”¹), including, without limitation, HP’s popular “Pavilion” line of computers. On its website, product packaging, and products, HP specifically marketed, advertised and represented to consumers that the Purported USB 3.0 / USB 3.1 Gen. 1 Computers were capable of transferring data at rates of up to 5 gigabits per second (Gb/s). Further, HP represented, for some of its computers, that its USB 3.0 / USB 3.1 Gen. 1 ports transferred data at a rate “ten times faster than [the] USB 2.0” transfer rate of 480 megabits per second (Mb/s).

3. However, the Purported USB 3.0 / USB 3.1 Gen. 1 Computers cannot transfer data at 5 Gb/s. To the contrary, as Plaintiff discovered after purchasing a Pavilion All-in-One desktop, the Purported USB 3.0 / USB 3.1 Gen. 1 Computers are not capable of achieving data transfer speeds anywhere near the represented 5 Gb/s speed, nor are they capable of achieving a transfer speed ten times faster than the USB 2.0 speed.

¹ Plaintiff’s claims are limited to the purported USB 3.0 / USB 3.1 Gen. 1 ports on her computer; Plaintiff does not seek redress herein for any issues relating to USB ports other than USB 3.0 / USB 3.1 Gen. 1 ports.

4. Even under the most favorable testing conditions, Plaintiff’s HP desktop cannot transfer data at rates anywhere near the 5 Gb/s speed that HP advertised. Indeed, testing confirms that HP desktops that are even newer and more technologically advanced than Plaintiff’s are capable of transferring data at only about 1,847 Mb/s—only 37% of the “up to 5-Gb/s” speed that HP advertised, and only about 3.8 times the 480 Mb/s rate of USB 2.0.

PARTIES

5. Terry Paul is, and at all times alleged in this Class Action Complaint was, an individual and a resident of California. Ms. Paul currently resides in Fresno, California.

6. Defendant HP Inc. is a corporation incorporated under the laws of the state of Delaware, having its principal place of business in Palo Alto, California.

JURISDICTION AND VENUE

7. This action is brought by Plaintiff pursuant to, *inter alia*, the California Business and Professions Code, section 17200, et seq. Plaintiff and Defendant are “persons” within the meaning of the California Business and Professions Code, section 17201.

8. The injuries, damages and/or harm upon which this action is based, occurred or arose out of activities engaged in by Defendants within, affecting, and emanating from, the State of California.

9. Defendant has engaged, and continues to engage, in substantial and continuous business practices in the State of California, including in the City of Palo Alto and County of Santa Clara. HP has its headquarters in Palo Alto, California, in the County of Santa Clara.

10. In accordance with California Civil Code, section 1780(d), Plaintiff files herewith a declaration establishing that she purchased an HP 24-b010

1 Pavilion All-in-One desktop computer (Product No. V8P37AA#ABA) at the
2 Office Depot store near her home in Fresno, California. (*See* Exhibit A.)

3 11. Plaintiff accordingly alleges that jurisdiction and venue are proper in
4 this Court.

5 **SUBSTANTIVE ALLEGATIONS**

6 12. The market for personal computers is fiercely competitive.
7 Manufacturers continually attempt to gain market share by introducing the latest
8 cutting-edge features that are attractive to consumers. One such feature is the
9 inclusion of one or more “USB 3.0 / USB 3.1 Gen. 1” ports—data ports
10 (otherwise known as “hosts”)—that comply with the corresponding revisions of
11 the USB specification.²

12 **A. HP’s Claims for Purported USB 3.0 / USB 3.1 Gen. 1 Computers**

13 13. The HP Pavilion All-in-One Desktop 24-b010 computer (“Pavilion
14 Desktop”) has three purported USB 3.0 / USB 3.1 Gen. 1 ports, one located at the
15 rear of the computer and two near the bottom of the front face.

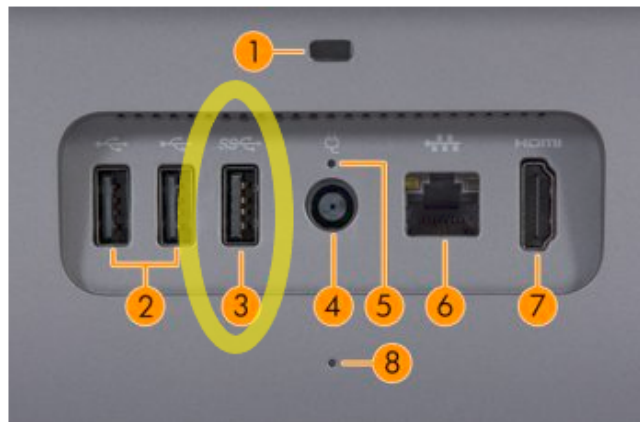
16 14. As shown in HP’s specifications for the Pavilion Desktop, the computer
17 has a purported USB 3.0 / USB 3.1 Gen. 1 port on the back of the computer, with
18 the SuperSpeed USB Trident logo printed above the port:
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24 ² USB 3.0 is technologically equivalent to USB 3.1 Gen. 1. When the first
25 generation of the USB 3.1 specification was released, USB 3.0 was subsumed
26 within USB 3.1. Accordingly, on information and belief, computers sold as
having USB 3.0 ports were subsequently advertised as having USB 3.1 Gen. 1
ports.

I/O Ports

☐ Back I/O ports

Figure 1: FangioT 24 back I/O ports



1. Lock slot
2. USB 2.0: 2
3. USB 3.0: 1
4. DC power in
5. Power LED
6. LAN (Ethernet)
7. HDMI
8. Disk activity LED

(<https://support.hp.com/us-en/document/c05145199>, last accessed 10/08/19.) The SuperSpeed logo can be seen more clearly in the following photograph of the product:



15. As further shown in HP's specifications, the Pavilion Desktop has two purported USB 3.0 / USB 3.1 Gen. 1 ports near the bottom of its front panel. The SuperSpeed USB Trident logo is printed above the rightmost USB port:

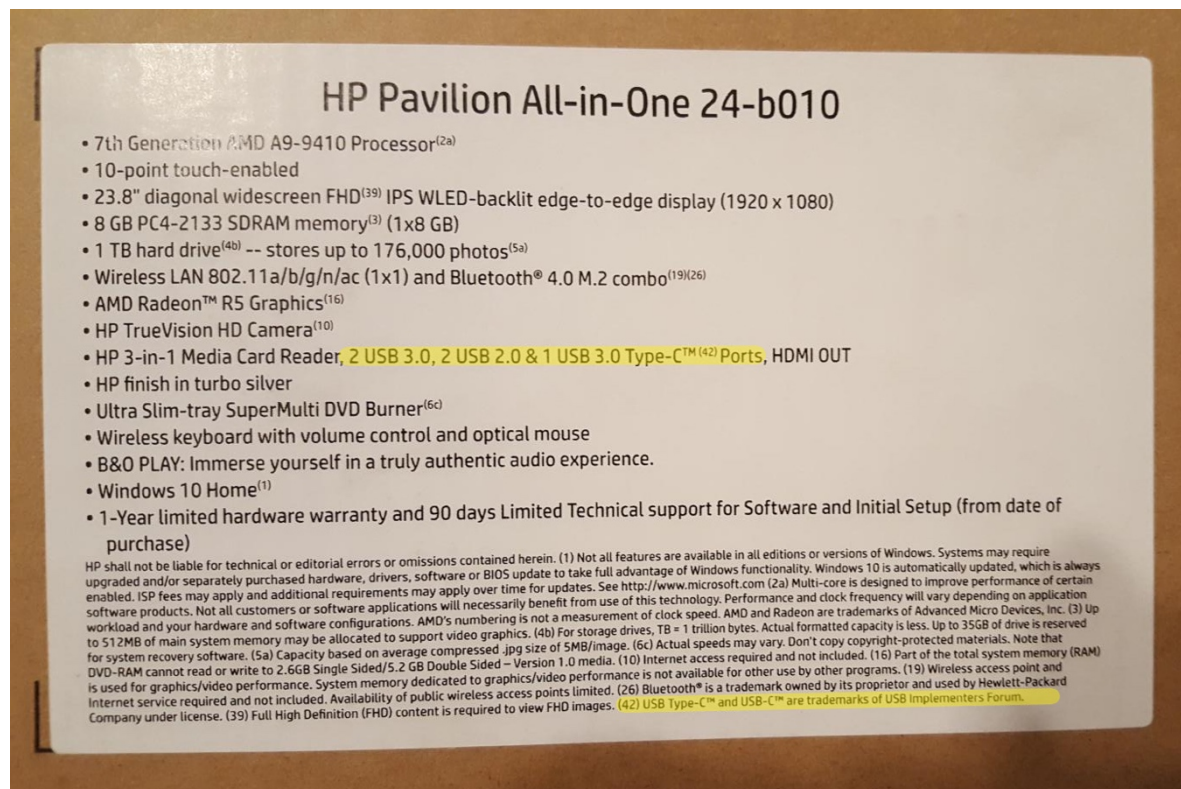
☐ Bottom I/O ports

Figure 1: FangioT 24 Bottom I/O ports



- 1. USB-C: 1
- 2. USB 3.0 charging: 1
- 3. Headphone/Microphone: 1
- 4. Memory card reader

16. The packaging of the Pavilion Desktop prominently states that it includes “2 USB 3.0, 2 USB 2.0 & 1 USB 3.0 Type-C Ports.” The box states that USB Type-C and USB C are trademarks of the “USB Implementers Forum”:



17. HP sells the Purported USB 3.0 / USB 3.1 Gen. 1 Computers through various retailers, including both brick-and-mortar retailers and online retailers.

18. To promote the sale of the Purported USB 3.0 / USB 3.1 Gen. 1 Computers, HP provides retailers information relating to its products. HP represents to all its retailers that the Purported USB Computers contains a SuperSpeed USB 3.0 / USB 3.1 Gen. 1 port.



19. In particular, HP provides, from the state of California, to all Purported USB 3.0 / USB 3.1 Gen. 1 Computer retailers (i) specifications of the computers stating that the Purported USB 3.0 / USB 3.1 Gen. 1 Computers have a USB 3.0 / USB 3.1 Gen. 1 port capable of transferring data at up to 5 Gb/s; (ii) product

1 manuals with diagrams showing a USB 3.0 / USB 3.1 Gen. 1 port; and (iii)
2 product packaging using stating that the Purported USB 3.0 / USB 3.1 Gen. 1
3 computers include SuperSpeed USB 3.0 / USB 3.1 Gen. 1 port(s); and/or (iv)
4 representations that the USB 3.0 / USB 3.1 port is “for ultra-fast data transfers.
5 Up to 10 times faster than USB 2.0.”³ HP makes these statements and
6 representations to retailers with the knowledge and intent that the retailers will
7 present this information to consumers.

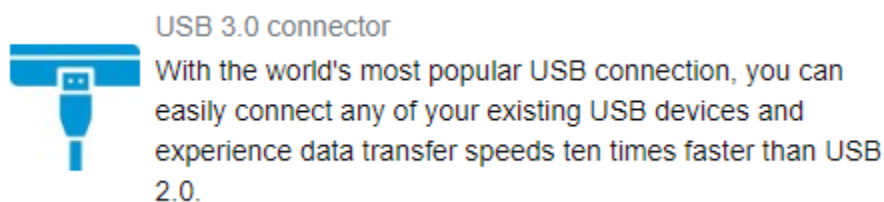
8 20. Retailers such as Office Depot sell the Purported USB 3.0 / USB 3.1
9 Gen. 1 Computers with false representations supplied by HP. Office Depot, at
10 HP’s direction, advertises that HP’s Pavilion model purchased by Plaintiff Paul
11 “[o]ffers 3 USB 3.0 ports for ultra-fast data transfers. Up to 10 times faster than
12 USB 2.0”⁴.

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23 ³ Office Depot advertisement for HP Pavilion All-in-One 24-b010.
24 <https://www.officedepot.com/a/products/254667/HP-Pavilion-All-in-One-24/> (last
accessed October 8, 2019).

25 ⁴ Office Depot advertisement for HP Pavilion All-in-One 24-b010.
26 <https://www.officedepot.com/a/products/254667/HP-Pavilion-All-in-One-24/> (last
accessed October 8, 2019).

Description	Product Details	Customer Reviews
<p>Handles all of your everyday computing needs, and more</p>  <ul style="list-style-type: none"> • Runs on Microsoft® Windows® 10 Home operating system. • Powered by a 7th Generation AMD A9 processor for the speed you need. • 10-point touch-enabled 23.8" diagonal widescreen with full HD LED backlit edge-to-edge display. Provides 1920 x 1080 resolution that's great for working with multiple windows, large images, or to view video in widescreen. • Integrated speakers provide quality sound while saving valuable desktop space. • 8GB of memory runs your programs. Memory is expandable to 16GB. Additional memory is sold separately. • 1TB (1000GB) hard drive holds thousands of songs, photos and documents. • Features Wireless-AC (802.11ac) for high-performance, cable-free networking. Access wireless networks to share files, surf the Web and exchange e-mail. Fully compatible with 802.11b/g. Wired networking is also supported. • Bluetooth® wireless permits short-range wireless data transfers at up to 30' with other Bluetooth-enabled devices, such as phones, speakers and printers. • Ultra Slim-tray SuperMulti DVD Burner allows you to watch DVD movies or write your own media. • 3-in-1 Media Card Reader supports SD, SDHC, SDXC. • Offers 3 USB 3.0 ports for ultra-fast data transfers. Up to 10 times faster than USB 2.0. Fully compatible with USB 2.0 devices. Also includes 2 USB 2.0 ports. • Built-in HP TrueVision HD Camera with microphone keeps you connected via video and voice messaging. • USB keyboard and USB mouse are included. 		
<p>★★★★ 4.2 37 Reviews</p> <p>26 out of 32 (81%) reviewers recommend this product</p>		
<input type="text" value="Search topics and reviews"/> 		

21. Office Depot advertised HP's Purported USB 3.0 / USB 3.1 Gen. 1 Computers, with the representation that USB 3.0 / USB 3.1 Gen. 1 allows users to "experience data transfer speeds ten times faster than USB 2.0"⁵:



22. Before HP released the Purported USB 3.0 / USB 3.1 Gen. 1 Computers, it tested the speed of its purported USB 3.0 / USB 3.1 Gen. 1 port,

⁵ Office Depot advertisement for HP x2 10-p020nr 2-in-1 Laptop; convertible laptop comparable to Plaintiff's model.
<https://www.officedepot.com/a/products/4969901/HP-x2-10-p020nr-2-in/> (last accessed October 8, 2019).

1 and was aware of the transfer rates of which it was capable. HP—one of the
2 world’s largest manufacturers of consumer electronics—would not release a
3 product without first testing each of its components.

4 **B. Plaintiff Paul’s Experience**

5 23. In October of 2016, Terry Paul was shopping for a new desktop
6 computer. Ms. Paul was specifically looking for a high-performance desktop for
7 her home computing and career needs. Plaintiff researched her options using a
8 variety of resources available on the Internet, including, HP’s website and the
9 Office Depot website.

10 24. One of the computers advertised on HP website was the Pavilion
11 Desktop which Ms. Paul believed had a USB 3.0 (now known as USB 3.1 Gen. 1)
12 port.

13 25. The fast transfer rate of the USB 3.0 / USB 3.1 Gen. 1 was a necessity
14 for Ms. Paul because she intended to access and transfer large files—including
15 video files— from an external USB 3.0 / USB 3.1 Gen. 1 drive for her career and
16 personal use.

17 26. In addition to the product specifications she found online, Ms. Paul
18 reviewed and relied on the product specifications on the Office Depot website,
19 where she saw the representation that the computer “[o]ffers 3 USB 3.0 ports for
20 ultra-fast data transfers. Up to 10 times faster than USB 2.0.”⁶

21 27. In reliance on Defendant’s representations, Ms. Paul purchased the
22 Pavilion Desktop computer, on or about October 13, 2016, for \$749.33, from the
23 Office Depot near her home in Fresno, CA.

24 28. After purchasing and using the Pavilion Desktop, Ms. Paul discovered
25 that its purported SuperSpeed ports were incapable of achieving the advertised

26 ⁶ See <https://www.officedepot.com/a/products/254667/HP-Pavilion-All-in-One-24/> (last accessed October 8, 2019).

1 data transfer rates. In fact, she discovered that the port transfers data at rates far
2 below the advertised 5 Gbps speed.

3 29. In particular, Ms. Paul on several occasions used the Pavilion Desktop's
4 to copy files from her Pavilion Desktop's solid state drive to a certified USB 3.0 /
5 USB 3.1 Gen. 1 storage device, which was plugged into one of the Pavilion
6 Desktop's purported USB 3.0 / USB 3.1 Gen. 1 ports. Ms. Paul made several
7 attempts to transfer the files, and tried various combinations of different file sizes
8 and types, but in each instance the result was the same—the transfer rate was far
9 slower than USB 3.0 / USB 3.1 Gen. 1 speeds represented by HP.

10 30. The Pavilion Desktop's USB ports fail to perform in accordance with
11 HP's representations. Plaintiff's investigator ordered the same model of Pavilion
12 Desktop that Plaintiff owns. Although Plaintiff's investigator was shipped an even
13 newer and more advanced model than Plaintiff's Pavilion model, even the USB
14 ports on that newer model had a maximum rate of only 1,847 Mb/s—only 37% of
15 the 5-Gb/s speed that HP advertised. In addition, the extensive testing that
16 Plaintiff's technical consultant performed on HP USB ports in *Hicks v. HP, Inc.*,
17 3:19-cv-02050-WHA, (N.D. Cal, filed Oct. 11, 2017)—a case that, unlike this
18 one, involves USB 3.1 ports—confirmed that the variation in transfer speeds
19 among ports of the same generation is minimal, and certainly not enough that any
20 HP product with a USB 3.0 / USB 3.1 Gen. 1 port would be capable of meeting
21 the up to 5.0-Gb/s representation.

22 31. As a result of HP's misrepresentations, Plaintiff has sustained an out of
23 pocket loss in, at a minimum, the difference in price, which could be established
24 using regression techniques such as hedonic regression to analyze market prices
25 of various computers with USB 3.0 / USB 3.1 Gen. 1 and/or USB 2.0 ports and/or
26 survey techniques such as conjoint analysis.

1 32. Ms. Paul would like to purchase a new desktop with a USB 3.0 / USB
2 3.1 Gen. 1 port. In addition to various models in HP's Pavilion series, HP
3 currently manufactures and sells other desktops. HP advertises that all, or nearly
4 all, of its computers contain USB ports, including many with USB 3.0 / USB 3.1
5 Gen. 1 ports. Ms. Paul would like to purchase one or more of HP's desktops but
6 has no idea if any of them actually contain a USB 3.0 / USB 3.1 Gen. 1 port as
7 advertised. Plaintiff is likely to again be misled by HP's claims of a "USB 3.0 /
8 USB 3.1 Gen. 1" port and will be unable to determine whether such
9 representations are false without purchasing and testing the products.

10 **CLASS ALLEGATIONS**

11 33. In addition to her individual claims, Plaintiff brings this action pursuant
12 to section 382 of the California Code of Civil Procedure and section 1781 of the
13 California Civil Code on behalf of a Class consisting of all natural persons who,
14 while residing in California, purchased a Purported USB 3.0 / USB 3.1 Gen. 1
15 Computer between October 14, 2019 and the present (the "Class").

16 34. Excluded from the Class are HP, its employees, affiliates, successors
17 and assigns, officers and directors, and members of their immediate families;
18 purchasers who made their Purported USB 3.0 / USB 3.1 Gen. 1 Computer
19 purchases for resale; non-US citizens; and purchasers who moved out of the state
20 of California following their Purported USB 3.0 / USB 3.1 Gen. 1 Computer
21 purchase.

22 35. The proposed Class is so numerous that joinder of all members is
23 impracticable. The precise number of members in the Class is not yet known to
24 Plaintiff, but she estimates that it is well in excess of 1,000 people.

25 36. There are questions of law and fact that are common to the Class,
26 including, but not limited to, the following:

- whether the USB ports of the Purported USB 3.0 / USB 3.1 Gen. 1 Computers are capable of the data transfer speeds up to 5 Gb/s and/or ten times faster than the USB 2.0;
- whether HP misled class members by representing that the Purported USB 3.0 / USB 3.1 Gen. 1 Computers could transfer data up to 5 Gb/s and/or ten times faster than USB 2.0;
- whether HP mislead class members by failing to adequately disclosure to consumers that when it made its data transfer representation(s), it was (i) referring to a data signaling (not transfer) rate of 5 Gbps, (ii) the data transfer rate includes both the overhead (the communication protocol between the two devices the port connects) and the system throughput (the data that can be moved through the port), and/or (iii) not taking into account various factors that limit such speed, including but not limited to USB and SSD overhead, CPU speed, size of transfer, and whether single or multiple files are being transferred.
- whether HP breached its obligations to the class;
- whether HP engaged in the alleged conduct knowingly, recklessly, or negligently;
- the amount of revenues and profits HP received and/or the amount of monies or other obligations lost by class members as a result of such wrongdoing;
- whether class members are entitled to injunctive relief and other equitable relief and, if so, what is the nature of such relief; and
- whether class members are entitled to payment of actual, incidental, consequential, exemplary, and/or statutory damages plus interest, and if so, what is the nature of such relief.

37. Plaintiff's claims against HP are typical of the claims of the Class because Plaintiff and all other members of the class purchased a Purported USB 3.0 / USB 3.1 Gen. 1 Computer with the same attendant advertising, warranties, and web-based representations and documentation. With respect to the class allegations, Plaintiff was subject to the exact same business practices and written representations.

38. Plaintiff will fairly and adequately protect the interests of the Class.

1 39. Plaintiff has demonstrated her commitment to the case, has diligently
2 educated herself as to the issues involved, and to the best of her knowledge does
3 not have any interests adverse to the proposed class.

4 40. The questions of law and fact common to the members of the class
5 predominate over any questions affecting only individual members.

6 41. A class action is superior to other available methods for a fair and
7 efficient adjudication of this controversy as many members of the proposed class
8 have damages arising from HP's wrongful course of conduct which would not be
9 susceptible to individualized litigation of this kind, including, but not limited to,
10 the costs of experts and resources that may be required to examine the business
11 practices in question.

12 42. Given the relative size of damages sustained by the individual members
13 of the Class, the diffuse impact of the damages, and homogeneity of the issues,
14 the interests of members of the Class individually controlling the prosecution of
15 separate actions is minimal.

16 43. There is no litigation already commenced, nor is there anticipated to be
17 subsequent litigation commenced by other members of the Class concerning HP's
18 alleged conduct with respect to purported USB 3.0 / USB 3.1 Gen. 1 ports.
19 Consequently, concerns with respect to the maintenance of a class action
20 regarding the extent and nature of any litigation already commenced by members
21 of the Class are non-existent.

22 44. Plaintiff is unaware of any difficulties that are likely to be encountered
23 in the management of this Class Action Complaint that would preclude its
24 maintenance as a class action.
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45. Plaintiff realleges and incorporates by reference all preceding paragraphs of this Complaint as if fully set forth herein.

46. As set forth above, HP represented to Plaintiff and those similarly situated that its Purported USB 3.0 / USB 3.1 Gen. 1 Computers contained a SuperSpeed USB 3.0 / USB 3.1 Gen. 1 port. Specifically, HP (i) represented on its website (e.g., in various product specifications, product documentation and manuals, and elsewhere on the HP website) that the Purported USB 3.0 / USB 3.1 Gen. 1 Computers were capable of transferring data at “up to 5Gb/s” and/or had USB 3.0 / USB 3.1 Gen. 1 ports “for ultra-fast data transfers. Up to 10 times faster than USB 2.0.”

47. HP further concealed, suppressed, and omitted material facts that would have revealed that the Purported USB 3.0 / USB 3.1 Gen. 1 Computers are not capable of transferring data at up to 5 Gb/s; nor are they capable of transferring data at a rate 10 times faster than USB 2.0’s 480 Mb/s rate, which would be 4.8 Gb/s.

48. HP made these representations to retailers with the knowledge and intent that the retailers (such as Office Depot) would represent to Plaintiff, and others similarly situated, that the Purported USB 3.0 / USB 3.1 Gen. 1 Computers include SuperSpeed USB 3.0 / USB 3.1 Gen. 1 ports.

49. HP’s representations—both those made directly to consumers on HP’s website and on the product, and those made indirectly to consumers through retailers—were false, and HP knew that the representations were false when it made them. In particular, as described above, HP tested the speed of its purported

1 SuperSpeed USB 3.0 / USB 3.1 Gen. 1 ports, and confirmed that the ports were
2 incapable of achieving speeds anywhere near the 5 Gb/s speed HP represented.

3 50. HP's misrepresentations and omissions were material at the time they
4 were made. They concerned material facts that were essential to the analysis
5 undertaken by Plaintiff and those similarly situated as to whether to purchase the
6 Purported USB 3.0 / USB 3.1 Gen. 1 Computers.

7 51. Plaintiff and those similarly situated reasonably relied to their detriment
8 on HP's representations—both those that HP made directly to them, and those
9 that HP made indirectly to them through retailers. Specifically, Plaintiff and those
10 similarly situated purchased Purported USB 3.0 / USB 3.1 Gen. 1 Computers
11 because they believed that they had SuperSpeed USB 3.0 / USB 3.1 Gen. 1 ports
12 that would transfer data up to 5 Gb/s. This reliance was reasonable because
13 Plaintiff and those similarly situated could not test whether the computers' USB
14 ports were actually SuperSpeed USB 3.0 / USB 3.1 Gen. 1 ports capable of
15 transferring data at a speed of 5 Gb/s or up to 5Gb/s prior to purchasing them.

16 52. Had Plaintiff and those similarly situated been adequately informed and
17 not intentionally deceived by HP, they would have acted differently by, without
18 limitation, not purchasing (or paying less for) the Purported USB 3.0 / USB 3.1
19 Gen. 1 Computers.

20 53. In making its representations and omissions, HP breached its duty to
21 class members. HP also gained financially from, and as a result of, its breach.

22 54. By and through such fraud, deceit, misrepresentations and/or
23 omissions, HP intended to induce Plaintiff and those similarly situated to alter her
24 position to their detriment. Specifically, HP fraudulently and deceptively induced
25 Plaintiff and those similarly situated to, without limitation, to purchase the
26 Purported USB 3.0 / USB 3.1 Gen. 1 Computers.

1 55. As a direct and proximate result of HP's misrepresentations and
2 omissions, Plaintiff and those similarly situated have suffered damages. In
3 particular, Plaintiff seeks to recover on behalf of herself and those similarly
4 situated the amount of the price premium she paid (i.e., the difference between the
5 price consumers paid for the Purported USB Computers and the price she would
6 have paid but for Defendant's misrepresentations), in an amount to be proven at
7 trial using econometric or statistical techniques such as hedonic regression or
8 conjoint analysis.

9 56. HP's conduct as described herein was willful and malicious and was
10 designed to maximize HP's profits even though HP knew that it would cause loss
11 and harm to Plaintiff and those similarly situated.

12 **Plaintiff's Second Cause of Action**
13 **(Violation of the Consumers Legal Remedies Act,**
14 **California Civil Code § 1750, et seq.)**
15 **On Behalf of Herself and the Class**

16 57. Plaintiff realleges and incorporates by reference the paragraphs of this
17 Class Action Complaint as if set forth herein.

18 58. This cause of action is brought pursuant to the California Consumers
19 Legal Remedies Act, California Civil Code section 1750, et seq. ("CLRA").

20 59. HP's actions, representations and conduct have violated, and continue
21 to violate the CLRA, because they extend to transactions that are intended to
22 result, or which have resulted, in the sale of goods to consumers.

23 60. Plaintiff and other members of the class are "consumers" as that term is
24 defined by the CLRA in California Civil Code section 1761(d).

25 61. The products that Plaintiff and similarly situated members of the class
26 purchased from HP are "goods" within the meaning of California Civil Code
section 1761.

1 62. By engaging in the actions, representations, and conduct set forth in
2 this Class Action Complaint, HP has violated, and continue to violate,
3 §§ 1770(a)(2), 1770(a)(3), 1770(a)(4), 1770(a)(5), 1770(a)(7), 1770(a)(8) and
4 1770(a)(9) of the CLRA. In violation of California Civil Code §1770(a)(2), HP
5 misrepresented the approval or certification of goods. In violation of California
6 Civil Code §1770(a)(3), HP misrepresented the certification by another. In
7 violation of California Civil Code §1770(a)(4), HP used deceptive representations
8 in connection with goods. In violation of California Civil Code §1770(a)(5), HP
9 represented that goods have approval, characteristics, uses, benefits, and qualities
10 that they do not have. In violation of California Civil Code §1770(a)(7), HP's acts
11 and practices constitute improper representations that the goods and/or services it
12 sells are of a particular standard, quality, or grade, when they are of another. In
13 violation of California Civil Code §1770(a)(8), HP disparaged the goods, service,
14 or business of another by false or misleading misrepresentations of fact. In
15 violation of California Civil Code §1770(a)(9), HP advertised goods with intent
16 not to sell them as advertised.

17 63. Specifically, HP's acts and practices lead consumers to believe that the
18 Purported USB 3.0 / USB 3.1 Gen. 1 Computers contain SuperSpeed USB 3.0 /
19 USB 3.1 Gen. 1 compliant ports capable of transferring data at 5 Gb/s or up to 5
20 Gb/s. Further, HP's act leads reasonable consumers to believe that the Purported
21 USB 3.0 / USB 3.1 Gen. 1 Computers possess USB 3.0 / USB 3.1 Gen. 1 ports
22 "for ultra-fast data transfers. Up to 10 times faster than USB 2.0." To the contrary,
23 the Purported USB 3.0 / USB 3.1 Gen. 1 Computers are not capable of
24 transferring data at 5 Gb/s, nor are they capable of transferring data at an ultra-fast
25 speed, up to 10 times faster than USB 2.0 (480 Mb/s).

26 64. Plaintiff requests that this Court enjoin HP from continuing to employ
the unlawful methods, acts and practices alleged herein pursuant to California

1 Civil Code § 1780(a)(2). If HP is not restrained from engaging in these types of
2 practices in the future, Plaintiff and other members of the class will continue to
3 suffer harm.

4 65. On or about July 13, 2019, Plaintiff provided Defendant with notice
5 and demand that it correct, repair, replace or otherwise rectify the unlawful,
6 unfair, false and/or deceptive practices complained of herein. Despite receiving
7 the aforementioned notices and demands, Defendant failed to do so in that, among
8 other things, it failed to identify similarly situated customers, notify them of their
9 right to correction, repair, replacement or other remedy, and/or to provide that
10 remedy. Accordingly, Plaintiff seeks, pursuant to California Civil Code §
11 1780(a)(3), on behalf of herself and those similarly class members, compensatory
12 damages, punitive damages and restitution of any ill-gotten gains due to
13 Defendant's acts and practices.

14 66. Plaintiff also requests that this Court award her costs and reasonable
15 attorneys' fees pursuant to California Civil Code § 1780(d).

16 **Plaintiff's Third Cause of Action**
17 **(False Advertising, Business and Professions Code § 17500, et seq. ("FAL"))**
18 **On Behalf of Herself and the Class**

19 67. Plaintiff realleges and incorporates by reference the paragraphs of this
20 Class Action Complaint as if set forth herein.

21 68. Beginning at an exact date unknown to Plaintiff, but within three (3)
22 years preceding the filing of the Class Action Complaint, HP has made untrue,
23 false, deceptive and/or misleading statements in connection with the advertising
24 and marketing of the Purported USB 3.0 / USB 3.1 Gen. 1 Computers.

25 69. As set forth above, HP represented to Plaintiff and those similarly
26 situated that its Purported USB 3.0 / USB 3.1 Gen. 1 Computers contained a
SuperSpeed USB 3.0 / USB 3.1 Gen. 1 capable of transferring data at a speed of

1 up to 5 Gb/s and that its USB 3.0 / USB 3.1 Gen. 1 ports provide “ultra-fast data
2 transfers. Up to 10 times faster than USB 2.0.”

3 70. HP further concealed, suppressed and omitted material facts that would
4 have revealed that the Purported USB 3.0 / USB 3.1 Gen. 1 Computers do not
5 have USB 3.0 / USB 3.1 Gen. 1 ports capable of transferring data at 5 Gb/s, nor
6 are they capable of transferring data at an ultra-fast speed, up to 10 times faster
7 than USB 2.0 (480 Mb/s). And HP failed to disclose to consumers that when it
8 made its data transfer representation(s), it was (i) referring to a data signaling (not
9 transfer) rate of 5 Gbps, (ii) the data transfer rate includes both the overhead (the
10 communication protocol between the two devices the port connects) and the
11 system throughput (the data that can be moved through the port), and/or (iii) not
12 taking into account various factors that limit such speed, including but not limited
13 to USB and SSD overhead, CPU speed, size of transfer, and whether single or
14 multiple files are being transferred.

15 71. Plaintiff and those similarly situated relied to their detriment on HP’s
16 false, misleading and deceptive advertising and marketing practices. Had Plaintiff
17 and those similarly situated been adequately informed and not intentionally
18 deceived by HP, she would have acted differently by, without limitation, paying
19 less for the Purported USB 3.0 / USB 3.1 Gen. 1 Computers.

20 72. HP’s acts and omissions are likely to deceive the general public.

21 73. HP engaged in these false, misleading and deceptive advertising and
22 marketing practices to increase its profits. Accordingly, HP has engaged in false
23 advertising, as defined and prohibited by section 17500, et seq. of the California
24 Business and Professions Code.

25 74. The aforementioned practices, which HP has used, and continues to
26 use, to its significant financial gain, also constitute unlawful competition and

1 provide an unlawful advantage over HP's competitors as well as injury to the
2 general public.

3 75. Plaintiff seeks, on behalf of those similarly situated, full restitution of
4 monies, as necessary and according to proof, to restore any and all monies
5 acquired by HP from Plaintiff, the general public, or those similarly situated by
6 means of the false, misleading and deceptive advertising and marketing practices
7 complained of herein, plus interest thereon.

8 76. Plaintiff seeks, on behalf of those similarly situated, an injunction to
9 prohibit HP from continuing to engage in the false, misleading and deceptive
10 advertising and marketing practices complained of herein. The acts complained of
11 herein occurred, at least in part, within three (3) years preceding the filing of this
12 Class Action Complaint.

13 77. Plaintiff and those similarly situated are further entitled to and do seek
14 both a declaration that the above-described practices constitute false, misleading
15 and deceptive advertising, and injunctive relief restraining HP from engaging in
16 any such advertising and marketing practices in the future. Such misconduct by
17 HP, unless and until enjoined and restrained by order of this Court, will continue
18 to cause injury in fact to the general public and the loss of money and property in
19 that HP will continue to violate the laws of California, unless specifically ordered
20 to comply with the same. This expectation of future violations will require current
21 and future customers to repeatedly and continuously seek legal redress in order to
22 recover monies paid to HP to which HP is not entitled. Plaintiff, those similarly
23 situated and/or other consumers nationwide have no other adequate remedy at law
24 to ensure future compliance with the California Business and Professions Code
alleged to have been violated herein.

25 78. As a direct and proximate result of such actions, HP and the other
26 members of the Class have suffered, and continue to suffer, injury in fact and

1 have lost money and/or property as a result of such false, deceptive and
2 misleading advertising in an amount which will be proven at trial, but which is in
3 excess of the jurisdictional minimum of this Court.

4 **Plaintiff's Fourth Cause of Action**
5 **(Negligent Misrepresentation)**
6 **On Behalf of Herself and the Class**

7 79. Plaintiff realleges and incorporates by reference the paragraphs of this
8 Class Action Complaint as if set forth herein.

9 80. As set forth above, HP represented to Plaintiff and those similarly
10 situated that its Purported USB 3.0 / USB 3.1 Gen. 1 Computers contained a
11 SuperSpeed USB 3.0 / USB 3.1 Gen. 1 port capable of transferring data at a speed
12 of 5 Gb/s and that its USB 3.0 / USB 3.1 Gen. 1 ports provide “ultra-fast data
13 transfers. Up to 10 times faster than USB 2.0.”

14 81. HP further concealed, suppressed, and omitted material facts that would
15 have revealed that the Purported USB 3.0 / USB 3.1 Gen. 1 Computers do not
16 have USB 3.0 / USB 3.1 Gen. 1 ports capable of transferring data at 5 Gb/s, nor
17 are they capable of transferring data at an ultra-fast speed, up to 10 times faster
18 than USB 2.0 (480 Mb/s).

19 82. These representations were material at the time they were made. They
20 concerned material facts that were essential to the decision of Plaintiff and those
21 similarly situated regarding how much to pay for the Purported USB 3.0 / USB
22 3.1 Gen. 1 Computers.

23 83. HP made identical misrepresentations and omissions to members of the
24 Class regarding the Purported USB 3.0 / USB 3.1 Gen. 1 Computers.

25 84. HP should have known its representations to be false, and had no
26 reasonable grounds for believing them to be true when they were made.

85. By and through such negligent misrepresentations, HP intended to
induce Plaintiff and those similarly situated to alter their position to their

1 detriment. Specifically, HP negligently induced Plaintiff and those similarly
2 situated, without limitation, to purchase the Purported USB 3.0 / USB 3.1 Gen. 1
3 Computers at the price they paid.

4 86. Plaintiff and those similarly situated reasonably relied on HP's
5 representation. Specifically, Plaintiff and those similarly situated paid as much as
6 they did for the Purported USB 3.0 / USB 3.1 Gen. 1 Computers, because HP had
7 represented that the computers have USB 3.0 / USB 3.1 Gen. 1 ports.

8 87. Because she reasonably relied on HP's false representations, Plaintiff
9 and those similarly situated were harmed in the amount of the price premium they
10 paid (i.e., the difference between the price consumers paid for the Purported USB
11 3.0 / USB 3.1 Gen. 1 Computers and the price they would have paid but for
12 Defendant's misrepresentations), in an amount to be proven at trial using
13 econometric or statistical techniques such as hedonic regression or conjoint
14 analysis.

15 **Plaintiff's Fifth Cause of Action**
16 **(Unfair, Unlawful and Deceptive Trade Practices,**
17 **Business and Professions Code § 17200, et seq.)**
18 **On Behalf of Herself and the Class**

19 88. Plaintiff realleges and incorporates by reference the paragraphs of this
20 Class Action Complaint as if set forth herein.

21 89. Within four (4) years preceding the filing of this Class Action
22 Complaint, and at all times mentioned herein, HP has engaged, and continues to
23 engage, in unfair, unlawful and deceptive trade practices in California by carrying
24 out the unfair, deceptive and unlawful business practices outlined in this Class
25 Action Complaint. In particular, HP has engaged, and continues to engage, in
26 unfair, unlawful and deceptive trade practices by, without limitation, the
following:

- 1 a. falsely and deceptively representing to Plaintiff, and those similarly
2 situated, that the Purported USB 3.0 / USB 3.1 Gen. 1 Computers have USB
3 3.0 / USB 3.1 Gen. 1 ports capable of transferring data at 5 Gb/s and/or up to
4 5Gb/s;
- 5 b. falsely and deceptively representing to Plaintiff, and those similarly
6 situated, that the Purported USB 3.0 / USB 3.1 Gen. 1 Computers have USB
7 3.0 / USB 3.1 Gen. 1 ports that provide “ultra-fast data transfers. Up to 10
8 times faster than USB 2.0.”
- 9 c. failing to inform Plaintiff, and those similarly situated, that the Purported
10 USB 3.0 / USB 3.1 Gen. 1 Computers are incapable of transferring data at
11 speed of 5 Gb/s, nor are they capable of transferring data at an ultra-fast
12 speed, up to 10 times faster than USB 2.0 (480 Mb/s);
- 13 d. failing to inform Plaintiff, and those similarly situated, that that when it
14 made its data transfer representation(s), it was (i) referring to a data signaling
15 (not transfer) rate of 5 Gbps, (ii) the data transfer rate includes both the
16 overhead (the communication protocol between the two devices the port
17 connects) and the system throughput (the data that can be moved through the
18 port), and/or (iii) not taking into account various factors that limit such speed,
19 including but not limited to USB and SSD overhead, CPU speed, size of
20 transfer, and whether single or multiple files are being transferred;
- 21 e. engaging in misrepresentation as described herein;
- 22 f. violating the CLRA as described herein; and
- 23 f. violating the FAL as described herein.

24 90. Plaintiff and those similarly situated relied to their detriment on HP’s
25 unfair, deceptive and unlawful business practices. Had Plaintiff and those
26 similarly situated been adequately informed and not deceived by HP, they would

1 have acted differently by, without limitation, paying less for the Purported USB
2 3.0 / USB 3.1 Gen. 1 Computers.

3 91. HP's acts and omissions are likely to deceive the general public.

4 92. HP engaged in these unfair practices to increase its profits.

5 Accordingly, HP has engaged in unlawful trade practices, as defined and
6 prohibited by section 17200, et seq. of the California Business and Professions
7 Code.

8 93. The aforementioned practices, which HP has used to its significant
9 financial gain, also constitute unlawful competition and provides an unlawful
10 advantage over HP's competitors as well as injury to the general public.

11 94. As a direct and proximate result of such actions, Plaintiff and the other
12 members of the Class have suffered and continue to suffer injury in fact and have
13 lost money and/or property as a result of such deceptive, unfair and/or unlawful
14 trade practices and unfair competition in an amount which will be proven at trial,
15 but which is in excess of the jurisdictional minimum of this Court. Among other
16 things, Plaintiff and the class lost the amount of the price premium they paid (i.e.,
17 the difference between the price consumers paid for the Purported USB 3.0 / USB
18 3.1 Gen. 1 Computers and the price they would have paid but for Defendant's
19 misrepresentations), in an amount to be proven at trial using econometric or
20 statistical techniques such as hedonic regression or conjoint analysis;

21 95. Plaintiff seeks, on behalf of those similarly situated, a declaration that
22 the above-described trade practices are fraudulent and unlawful.

23 96. Plaintiff seeks, on behalf of those similarly situated, an injunction to
24 prohibit HP from offering the Purported USB 3.0 / USB 3.1 Gen. 1 Computers
25 within a reasonable time after entry of judgment, unless HP modifies its website
26 and other marketing materials to remove the misrepresentations and to disclose
the omitted facts. Such misconduct by HP, unless and until enjoined and

1 restrained by order of this Court, will continue to cause injury in fact to the
2 general public and the loss of money and property in that Defendants will
3 continue to violate the laws of California, unless specifically ordered to comply
4 with the same. This expectation of future violations will require current and future
5 consumers to repeatedly and continuously seek legal redress in order to recover
6 monies paid to HP to which HP was not entitled. Plaintiff, those similarly situated
7 and/or other consumers have no other adequate remedy at law to ensure future
8 compliance with the California Business and Professions Code alleged to have
9 been violated herein.

10 **Plaintiff's Sixth Cause of Action**
11 **(Breach of Express Warranty)**
12 **On Behalf of Herself and the Class**

13 97. Plaintiff realleges and incorporates by reference the paragraphs of this
14 Complaint as if set forth herein.

15 98. This cause of action is brought pursuant to California Commercial
16 Code § 2100, et seq. as well as the common law.

17 99. Plaintiff, and those similarly situated, were “buyers” of goods as
18 defined in California Commercial Code § 2103.

19 100. HP is a “seller” and “merchant” as those terms are defined in California
20 Commercial Code §§ 2103 and 2104.

21 101. The terms of HP’s Limited Warranty for hardware products such as the
22 Purported USB 3.0 / USB 3.1 Gen. 1 Computers state that “HP guarantees that it
23 will repair, replace, or refund, at HP's option, an HP Hardware Product that
24 manifests a defect in materials or workmanship during the Limited Warranty
25 Period....”

26 102. The following representations of HP were all factors in the decision of
Plaintiff and those similarly situated to purchase the Purported USB 3.0 / USB 3.1
Gen. 1 Computers at the price they paid, and became part of the basis for the

1 transaction: (i) representations that its Purported USB 3.0 / USB 3.1 Gen. 1
2 Computers have USB 3.0 / USB 3.1 Gen. 1 ports that will transfer data at 5Gb/s
3 and/or up to 5G/s; and (ii) representations that its Purported USB 3.0 / USB 3.1
4 Gen. 1 Computers have USB 3.0 / USB 3.1 Gen. 1 ports “for ultra-fast data
5 transfers. Up to 10 times faster than USB 2.0.”

6 103. As set forth above, the Purported USB 3.0 / USB 3.1 Gen. 1 Computers
7 are incapable of transferring data at or up to 5 Gbps, nor are the ports capable of
8 transferring data at a rate 10 times faster than USB 2.0’s 480 Mb/s rate, which
9 would be 4.8 Gb/s.

10 104. HP breached these terms because the Purported USB 3.0 / USB 3.1
11 Gen. 1 Computers are defective in that the USB ports, under the computers
12 normal use, are incapable of transferring data at or up to the 5 Gb/s speed
13 represented.

14 105. HP’s representations became part of the basis of the bargain in the
15 purchases by Plaintiff, and those similarly situated, of HP’s products, and thus
16 qualify as “express warranties” as defined by § 2313 of the California
17 Commercial Code in connection with the sale of goods to Plaintiff and those
18 similarly situated.

19 106. The defects in the Purported USB 3.0 / USB 3.1 Gen. 1 Computers
20 were not apparent at the time of purchase, because HP (i) failed to disclose that
21 the Purported USB 3.0 / USB 3.1 Gen. 1 Computers did not have USB 3.1 Gen. 1
22 ports “for ultra-fast data transfers. Up to 10 times faster than USB 2.0”; and (ii)
23 failed to disclose that the Purported USB 3.0 / USB 3.1 Gen. 1 Computers did not
24 have USB 3.0 / USB 3.1 Gen. 1 ports capable of transferring data at 5 Gb/s.
25 Further, Plaintiff and those similarly situated could not test whether the
26 computers’ USB ports were actually SuperSpeed USB 3.0 / USB 3.1 Gen. 1 ports
prior to purchasing them.

1 107. As a result of HP's sale of the Purported USB 3.0 / USB 3.1 Gen. 1
2 Computers that do not perform as warranted and are unfit for normal use,
3 Plaintiff, and those similarly situated, have suffered damages in the amount of the
4 price premium paid (i.e., the difference between the price consumers paid for the
5 Purported USB 3.0 / USB 3.1 Gen. 1 Computers and the price they would have
6 paid but for Defendant's misrepresentations), in an amount to be proven at trial
7 using econometric or statistical techniques such as hedonic regression or conjoint
8 analysis.

9 **Plaintiff's Seventh Cause of Action**
10 **(Violation of the Song-Beverly Consumer Warranty Act,**
11 **Civil Code §§ 1790, *et seq.*)**
12 **On Behalf of Herself and the Class**

13 108. Plaintiff realleges and incorporates by reference the paragraphs of this
14 Complaint as if set forth herein.

15 109. This cause of action is brought pursuant to the Song-Beverly Consumer
16 Warranty Act, California Civil Code §§ 1790, *et seq.* (the "Act").

17 110. Plaintiff and those similarly situated were "buyers" of "consumer
18 goods" as those terms are defined under California Civil Code section 1791. The
19 Purported USB 3.0 / USB 3.1 Gen. 1 Computers sold to Plaintiff, and those
20 similarly situated, are "consumer goods" as defined in the Act.

21 111. HP is a "manufacturer" as that term is defined in section 1791 of the
22 Act.

23 112. An implied warranty of merchantability arose out of and was related to
24 HP's sale of the Purported USB 3.0 / USB 3.1 Gen. 1 Computers.

25 113. HP breached the implied warranty of merchantability. The Purported
26 USB 3.0 / USB 3.1 Gen. 1 Computers are not merchantable because they do not
conform to the promises or affirmations of fact made on the computers
themselves and/or their accompany documentation that they have USB 3.0 / USB

1 3.1 Gen. 1 ports. HP made promises and affirmations of fact concerning the
2 character and quality of the Purported USB 3.0 / USB 3.1 Gen. 1 Computers to
3 Plaintiff and those similarly situated as a part of the contract of sale of the
4 computers.

5 114. Specifically, represented that its Purported USB 3.0 / USB 3.1 Gen. 1
6 Computers have USB 3.0 / USB 3.1 Gen. 1 ports “for ultra-fast data transfers. Up
7 to 10 times faster than USB 2.0.” HP further concealed, suppressed, and omitted
8 material facts that would have revealed that the Purported USB 3.0 / USB 3.1
9 Gen. 1 Computers do not have USB 3.0 / USB 3.1 Gen. 1 ports capable of
10 transferring data at or up to 5 Gb/s, nor are they capable of transferring data at a
11 rate 10 times faster than USB 2.0’s 480 Mb/s rate, which would be 4.8 Gb/s.

12 115. As a result of HP’s sale of defective products that do not perform as
13 warranted and are unfit for normal use, Plaintiff, and those similarly situated have
14 suffered damages in the amount of the price premium paid (i.e., the difference
15 between the price consumers paid for the Purported USB 3.0 / USB 3.1 Gen. 1
16 Computers and the price they would have paid but for Defendant’s
17 misrepresentations), in an amount to be proven at trial using econometric or
18 statistical techniques such as hedonic regression or conjoint analysis.

19 116. Plaintiff, and those similarly situated, have suffered and will continue
20 to suffer damages as a result of HP’s failure to comply with its warranty
21 obligations. Accordingly, Plaintiff, and those similarly situated, are entitled to
22 recover such damages under the Song-Beverly Act, including damages pursuant
23 to Civ. Code §§ 1791.1(d) and 1974.

24 117. HP’s breaches of warranty, as set forth above, were willful.
25 Accordingly, a civil penalty should be imposed upon HP in an amount not to
26 exceed twice the amount of actual damages.

PRAYER FOR RELIEF

1 WHEREFORE, Plaintiff prays for judgment as follows:

2 A. On Cause of Action Number 1 against Defendant and in favor of
3 Plaintiff and the other members of the Class:

- 4 1. An award of compensatory damages in the amount of the price
5 premium paid (i.e., the difference between the price consumers paid
6 for the Purported USB 3.0 / USB 3.1 Gen. 1 Computers and the
7 price they would have paid but for Defendant's misrepresentations),
8 in an amount to be proven at trial using econometric or statistical
9 techniques such as hedonic regression or conjoint analysis; and
- 10 2. An award of punitive damages, the amount of which is to be
11 determined at trial.

12 B. On Cause of Action Number 2 against Defendant and in favor of
13 Plaintiff and the other members of the Class:

- 14 1. For restitution of the price premium paid (i.e., the difference
15 between the price consumers paid for the Purported USB 3.0 / USB
16 3.1 Gen. 1 Computers and the price they would have paid but for
17 Defendant's misrepresentations), in an amount to be proven at trial
18 using econometric or statistical techniques such as hedonic
19 regression or conjoint analysis;
- 20 2. for an award of punitive damages, the amount of which is to be
21 determined at trial; and
- 22 3. for costs and attorneys' fees, pursuant to California Civil Code §
23 1780(d); and
- 24 4. for injunctive relief pursuant to California Civil Code section 1780.

25 C. On Causes of Action Numbers 3 and 5 against Defendant and in favor of
26 Plaintiff and the other members of the Class:

1. For restitution of the price premium paid (i.e., the difference between the price consumers paid for the Purported USB 3.0 / USB 3.1 Gen. 1 Computers and the price they would have paid but for Defendant's misrepresentations), in an amount to be proven at trial using econometric or statistical techniques such as hedonic regression or conjoint analysis, pursuant to, without limitation, the California Business & Professions Code §§ 17200, et seq. and 17500, et seq.; and
2. for declaratory and injunctive relief pursuant to, without limitation, the California Business & Professions Code §§ 17200, et seq. and 17500, et seq.

D. On Cause of Action Number 4 against Defendant and in favor of Plaintiff and the other members of the Class:

1. for an award of compensatory damages, the amount of which is to be determined at trial; and

E. On Cause of Action Numbers 6 and 7 against Defendant and in favor of Plaintiff and the other members of the Class:

1. An award of compensatory damages, in the amount of the price premium paid (i.e., the difference between the price consumers paid for the Purported USB 3.0 / USB 3.1 Gen. 1 Computers and the price they would have paid but for Defendant's misrepresentations), in an amount to be proven at trial using econometric or statistical techniques such as hedonic regression or conjoint analysis;
2. An award of punitive damages, the amount of which is to be determined at trial; and
3. An award of statutory damages according to proof.

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EXHIBIT A

I, Terry Paul, declare:

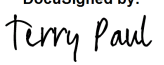
1. I am a Plaintiff in this action. If called upon to testify, I could and would competently testify to the matters contained herein based upon my personal knowledge.

2. I submit this Declaration pursuant to California Code of Civil Procedure section 2215.5 and California Civil Code section 1780(d).

3. Within the last three years, I purchased an HP desktop computer, Product No. V8P37AA#ABA, while residing in Fresno, California. I purchased the product at an Office Depot store in California.

4. I declare under penalty of perjury under the laws of California that the foregoing is true and correct.

Executed in Fresno, California on 5/4/2019

DocuSigned by:

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Terry Paul