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24 *similarly situated*

25 **THE UNITED STATES DISTRICT COURT**  
26 **NORTHERN DISTRICT OF CALIFORNIA –**  
27 **SAN FRANCISCO DIVISION**

28 MARY PATTISON ) Case No.: 3:24-cv-2752  
)  
) *Plaintiff on behalf or herself* ) **CLASS ACTION**  
) *and all others similarly* )  
) *situated* ) **COMPLAINT FOR DAMAGES**  
) **AND INJUNCTIVE RELIEF**  
) **FOR:**  
)  
) **(1) Breach of Contract; and**  
) **(2) Fraud**  
)  
)  
)  
)  
)  
)  
) **DEMAND FOR JURY TRIAL**  
)

**CLASS ACTION COMPLAINT; DEMAND FOR JURY TRIAL**

1 Plaintiff Mary Pattison (“Plaintiff”), by and through her undersigned  
2 counsel, pleading on her own behalf and on behalf of all others similarly situated.  
3 Plaintiff makes the following allegations upon information and belief, except as  
4 to her own actions, the investigation of her counsel, and the facts that are a matter  
5 of public record.

6 **I. INTRODUCTION**

7 1. Mary Pattison (“Plaintiff”) brings this class action for damages  
8 resulting from HP Inc.’s (“HP” or “Defendant”) breach of its contract with  
9 Plaintiff and others similarly situated regarding its Care Packs with “Risk Free”  
10 rebates.

11 2. HP is a publicly traded technology company headquartered in Palo  
12 Alto, California that develops personal computers, printers, and related supplies.

13 3. HP is the world’s second largest personal computer vendor by unit  
14 sales. HP is ranked as the 63<sup>rd</sup> largest corporation by total revenue in the United  
15 States, generating over \$53 billion in 2023 alone.

16 4. When HP sells computers, it endeavors to upsell customers on  
17 additional services and refundable service plans, including through its Care Pack  
18 program. The program purports to provide warranty-like coverage for service-  
19 related issues with certain HP products. It is touted as “risk free” because,  
20 according to its terms of service, if the customer has not had any service events  
21 covered by the Care Pack for three years, the customer is entitled to a full rebate  
22 equal to the cost of the Care Pack.

23 5. Despite the express terms of HP’s Care Pack program obligating HP  
24 to administer, process and issue rebates, it has pretermitted its contracts with Care  
25 Pack owners. HP has failed to abide by its promises to administer the program,  
26 much less provide the rebates that it owes to Plaintiffs and the Class.

27 **II. JURISDICTION, VENUE, AND INTRADISTRICT ASSIGNMENT**

28 6. This Court has subject matter jurisdiction over this class action under

1 28 U.S.C. § 1332(d) of the Class Action Fairness Act of 2005 because the  
2 aggregate amount in controversy exceeds the sum or value of \$5,000,000,  
3 exclusive of interest and costs; there are more than 100 members in the proposed  
4 class; and at least one member of the class, including Plaintiff, is a citizen of a  
5 state different from Defendant.

6 7. This Court has personal jurisdiction over Defendant because HP’s  
7 principal place of business is in this District, and the acts and omissions giving  
8 rise to Plaintiff’s claims occurred in and emanated from this District. By residing  
9 in California, HP is physically present and subject to the state’s laws.

10 8. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b),  
11 because a substantial portion of the events or omissions giving rise to the claim  
12 occurred in this District, and Defendant regularly conducts business in this  
13 District, And Defendant has harmed Class members residing in this District.

14 9. Since the acts or omissions which give rise to Plaintiff’s claims  
15 occurred in the County of San Mateo, Pursuant to Local Rule 3.2(c), this action  
16 must be assigned to the San Francisco division of the Northern District Court.

17 **III. PARTIES**

18 10. Plaintiff is, and at all times mentioned herein was, an adult individual  
19 residing in Houston, Texas.

20 11. HP is, and at all times mentioned herein was, a corporation  
21 headquartered in Palo Alto, California.

22 **IV. FACTUAL ALLEGATIONS**

23 **A. *HP Sells Care Pack Service Plans with Purportedly “Risk Free”***  
24 ***Rebates***

25 12. Defendant sells purportedly “risk free” service programs called HP  
26 Care Packs that are available to purchase to cover the cost of potential future  
27 service needs in connection with HP computers and related equipment. If the  
28 purchaser does not have any service events related to the associated computer or

1 equipment covered by the Care Pack for three years, the purchaser is entitled to a  
2 full rebate equal to the cost of the Care Pack upon timely submission of a rebate  
3 form provided by HP. HP promotes the Care Packs by claiming on its website  
4 that the purchaser can “Get 100% money back (excluding tax)” while covering  
5 “Accidental damage protection”, promising “hardware Repair Coverage” and  
6 “No extra fees for repairs.”<sup>1</sup> A more detailed description elsewhere on HP’s  
7 website states:

8           With HP Pick Up and Return with Accidental Damage Protection  
9 Service, you’ll enjoy quick pickup, repair and return of your PC,  
10 shipping included. You’ll also have access to 24x7 technical support  
11 and extended coverage—while keeping your PC covered by the  
12 manufacturer that knows it best. Drops? Spills? We’ve got you  
13 covered from unexpected accidents. Extend and enhance protection  
14 beyond your standard limited warranty with reliable support,  
15 expedited repairs, and accidental damage protection. Multi-year  
16 options are available. ... This is a Care Pack that qualifies for Risk  
Free Rebate. The Risk Free Rebate allows you to protect your PC with  
an HP Care Pack; and if you don’t use it, get your money back,  
excluding taxes paid, guaranteed.<sup>2</sup>

17 On another HP webpage regarding its Care Pack program, HP provides:

18           If no service event occurs after the purchase date of the Care Pack,  
19 you are allowed to claim a rebate for the price of your Care Pack. ...  
20 For details, visit (Terms and Conditions) [[https://www.hp.com/us-  
21 en/support-drivers/total-care/terms-and-conditions.html](https://www.hp.com/us-en/support-drivers/total-care/terms-and-conditions.html)]<sup>3</sup>

22 However, upon clicking the “Terms and Conditions” link, the landing page states:  
23 “Page can’t be reached. The page you are looking for was either not found or  
24 does not exist. Try refreshing page, or head back to HP.com.”<sup>4</sup>

26 <sup>1</sup> [https://www.hp.com/us-en/shop/reviews/hp-3-year-pickup-and-return-support-w-  
27 accidental-damage-protection-pavilion-envy-13-14-15-nb](https://www.hp.com/us-en/shop/reviews/hp-3-year-pickup-and-return-support-w-accidental-damage-protection-pavilion-envy-13-14-15-nb) (last visited April 10, 2024).

28 <sup>2</sup> Id. at “Overview” tab.

<sup>3</sup> <https://www.hp.com/us-en/shop/cv/risk-free-care-pack> (last visited April 10, 2024).

<sup>4</sup> <https://www.hp.com/us-en/support-drivers/total-care/terms-and-conditions.html> (last  
visited May 2, 2024).

1 13. The Care Pack program receives abysmal reviews on HP’s website.  
2 Comments from “Verified Purchasers” include the following:

- 3 • “Carepack [sic] support non existent”
- 4 • “Not happy”
- 5 • “NOT delivered CARE PLAN”
- 6 • “Unfulfilled”
- 7 • “It’s been 4 weeks since I purchased it and it’s still not showing up on HP
- 8 support Assistant. The support assistant sent me a message trying to get me
- 9 to buy the care pack even though I purchased it a month ago.”<sup>5</sup>
- 10

11 14. HP community message boards on HP’s website are similarly littered  
12 with complaints about HP’s failure to respond at all to rebate form submissions,  
13 much less process and pay their Care Pack rebates. The following are just a few  
14 examples of customers’ public comments in the HP Community online forum  
15 available on HP’s website regarding HP’s failure to administer and pay Care Pack  
16 rebates:

- 17
- 18 • I submitted my HP care pack rebate form on 6/5/2022 and received no
- 19 response. I called HP customer support, they gave me a phone number to
- 20 call. I called it, it gave me a website but no connection to a person to
- 21 speak to. When trying the website, I get the 404 error message for page
- 22 not found. ... Lol no response back of course, starting to look like hp care
- 23 pack rebate is a scam.<sup>6</sup>
- 24 • I submitted the care pack rebate form and documentation on December
- 25 3, 2022. I never received any confirmation or reply email. Since then I

26 <sup>5</sup> [https://www.hp.com/us-en/shop/reviews/hp-3-year-pickup-and-return-support-w-](https://www.hp.com/us-en/shop/reviews/hp-3-year-pickup-and-return-support-w-accidental-damage-protection-pavilion-envy-13-14-15-nb)  
27 [accidental- damage-protection-pavilion-envy-13-14-15-nb](https://www.hp.com/us-en/shop/reviews/hp-3-year-pickup-and-return-support-w-accidental-damage-protection-pavilion-envy-13-14-15-nb) (Reviews Tab) (last visited  
28 April 10, 2024).

<sup>6</sup> [https://h30434.www3.hp.com/t5/Notebook-Software-and-How-To-Questions/HP-Care-](https://h30434.www3.hp.com/t5/Notebook-Software-and-How-To-Questions/HP-Care-Pack-Rebate/td-p/8596575)  
[Pack-Rebate/td-p/8596575](https://h30434.www3.hp.com/t5/Notebook-Software-and-How-To-Questions/HP-Care-Pack-Rebate/td-p/8596575) (last visited April 10, 2024).

1 have emailed twice asking for status with no response.<sup>7</sup>

- 2 • Hello, I submitted the Rebate Claim form on 12/18/22, then followed up  
3 again on 3/1/23. I never received any replies. I am owed a rebate of  
4 \$197.99 for the HP Care Pack. Please let me know in specific terms when  
5 and how I will receive the rebate.<sup>8</sup>
- 6 • Called the number provided by hp support community multiple times  
7 with no call backs or anyone available that has the authorization to send  
8 me my rebate.<sup>9</sup>
- 9 • I sent in all the forms needed to get my warranty, I haven't heard anything  
10 back from HP. I spent hours trying to get an answer. How do I get my  
11 rebate?<sup>10</sup>
- 12 • I have emailed the required documents for the Care pack rebate to  
13 [content removed] My three-year Care pack expired in March, 2024. I  
14 have not received a confirmation or anything from HP. I have made  
15 numerous phone calls to all the numbers I can find for HP customer  
16 service and only get a 'NO ROUTES FOUND' and get disconnected. The  
17 website HP.com/go/rebatecenter 'Cannot be found' so is not active.<sup>11</sup>

16 **B. *Plaintiff's Experience***

17 15. Plaintiff purchased a personal computer from HP via its online store  
18 on November 14, 2020. Along with an HP Spectre x360 laptop at a cost of  
19 \$1499.99, Plaintiff purchased an “HP Care Pack” for \$184.99 (more fully  
20 described on the invoice as “HP 3 Year Pickup and Return with Accidental  
21 Damage Protection and Risk Free”).

22 16. Having experienced no service events for three years on her laptop,  
23 Plaintiff completed the rebate form available on HP’s website and submitted it,  
24

25 <sup>7</sup> Id.

26 <sup>8</sup> <https://h30434.www3.hp.com/t5/Notebook-Software-and-How-To-Questions/HP-Care-Pack-Rebate/td-p/8596575/page/3> (last visited April 10, 2024).

27 <sup>9</sup> Id.

28 <sup>10</sup> Id.

<sup>11</sup> <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Care-Pack-Rebate/td-p/8988039> (last visited April 10, 2024).

1 as instructed on the form, by email to focus.crc@hp.com on December 19, 2023.  
2 Plaintiff filled out the form exactly as designed, identifying the SKU for the HP  
3 Care Pack (U9YS1E) and the serial number for the corresponding laptop  
4 (5CD047QYCQ) that she purchased from HP.

5 17. HP's rebate form directs customers, including Plaintiff, to submit  
6 completed rebate forms and further explains:

7  
8 Once the completed Claim Form and supporting documentation are  
9 sent to focus.crc@hp.com, please wait for a confirmation email that  
10 your documents have been received and no additional information is  
11 needed, and the team will begin processing. ... Allow 6 to 8 weeks  
12 from the time that the claim is received by HP for processing. Then  
13 you will receive your rebate check by mail within 8-10 business days.

14 However, contrary to the representations and promises on HP's rebate form, HP  
15 never sent Plaintiff a confirmation email, nor is there any indication HP or its  
16 "team" ever began processing Plaintiff's rebate.

17 18. On March 23, 2024, over twelve weeks after the date Plaintiff  
18 submitted the rebate form as instructed by HP, Plaintiff emailed  
19 focus.crc@hp.com again, stating, "I have not received this rebate or any  
20 communication about it. Can you please respond?"

21 19. Having still heard nothing regarding her rebate, Plaintiff contacted HP  
22 service support and connected with a Case Manager on HP's Escalations Team,  
23 opening a Case number 5121699852 on March 25, 2024.

24 20. On March 26, 2024, Plaintiff forwarded her email submission to the  
25 HP Escalation team representative at hpservicesupport\_ams@hp.com as  
26 instructed by the representative. Plaintiff also contacted the HP Escalation  
27 representative by phone who tried to transfer Plaintiff's call to a group supposedly  
28 handling Care Pack rebates. The transferred call was met with a message in  
Spanish. Plaintiff hung up and then tried to dial the phone number the HP

1 representative had provided to her (1-888-385-5410). An automated message  
2 provided, “Thank you for calling the HP Rebate Center...For service in English,  
3 press 1.” Plaintiff then pressed 1. The automated message continued, “To check  
4 the status of a rebate that you may have already submitted, US customers go to  
5 [www.hp.com/go/rebatecenter](http://www.hp.com/go/rebatecenter) ... otherwise, please hold while we connect your  
6 call.” Then a busy signal began and the call ended. Plaintiff attempted to call the  
7 number again with the same result.<sup>12</sup> The website provided by the automated  
8 message leads to a non-working site that stated, “Oops! Sorry. Something’s  
9 messed up. We’re working hard to fix it. We’ll be back soon.”<sup>13</sup>

10 21. On March 27, 2024, Plaintiff received an email from  
11 [hpservicesupport\\_ams@hp.com](mailto:hpservicesupport_ams@hp.com) that her case “will be archived as of today.” The  
12 email instructed Plaintiff to contact HP Risk-Free Care Pack Rebate Program at  
13 1-888-385-5410 or email [focus.crc@hp.com](mailto:focus.crc@hp.com). It was the same phone number  
14 Plaintiff had already tried to call and that provided nothing more than a busy  
15 signal and a disconnected line. Plaintiff then left a voicemail for the customer  
16 service agent informing them of the issue with the phone number and requesting  
17 that the care pack rebate payment be escalated to a level such that it could be  
18 settled.

19 22. Later that same day, after again reaching out to HP support by phone,  
20 Plaintiff received a call back from HP’s Escalation team. The representative left  
21 a voicemail message for Plaintiff providing a different phone number to pursue  
22 the rebate, acknowledging she “can’t guarantee it that it will work...[but] it is the  
23 only other number that I have.” The new number the representative provided was  
24 800-504-2007. The representative further informed Plaintiff that the service

25  
26 <sup>12</sup> As of April 10, 2024, the phone number was continuing to drop any calls. As of May 2,  
27 2024, dialing this phone number and pressing 1 for English then led to automatically  
28 being transferred to a primary care doctor’s office in New Mexico – Presbyterian Medical  
Offices.

<sup>13</sup> [www.hp.com/go/rebatecenter](http://www.hp.com/go/rebatecenter) (last visited April 10, 2024); more recently the website  
provides “Hmmm... can’t reach this page” (last visited May 2, 2024).



1 department could not process the rebate or help in any other way beyond giving  
2 her that phone number to call. Plaintiff then tried the alternative phone number  
3 twice without any success. After a recorded introduction and request that Plaintiff  
4 wait for a representative, the line went dead and the call ended. As of April 8,  
5 2024, both phone numbers provided by HP representatives remained inoperable.  
6 As of May 2, 2024, the number merely lead to an automated welcome message,  
7 a request to hold for a representative, followed by a several ring tones and then  
8 dropped the call.

9 23. Plaintiff then sent several additional emails to the HP Escalation team  
10 at consumer.escalations@hp.com requesting action. As of May 2, 2024 Plaintiff  
11 has still not received any update regarding processing her rebate request nor  
12 received the rebate that she is owed according to the terms of the program she  
13 purchased.

#### 14 C. *Common Injuries and Damages*

15 24. As a result of Defendant's false representations, failure to disclose  
16 material facts about its Care Pack program, failure to properly administer the Care  
17 Pack program, and failure to provide rebates, Plaintiff and Class members have  
18 all sustained actual injuries and damages, including: (i) direct damages equal to  
19 the cost of their Care Pack, (ii) lost benefit of the bargain; (iii) lost time and  
20 opportunity costs associated with attempting to register the Care Pack and obtain  
21 Care Pack rebates; (iv) consequential damages associated with buying computers  
22 and the equipment covered by the Care Pack; and (v) nominal damages.

### 23 V. CLASS ACTION ALLEGATIONS

#### 24 A. *The Class*

25 25. Plaintiff brings this case as a class action pursuant to Fed. R. Civ. P.  
26 23(b)(3) for monetary damages and Fed. R. Civ. P. 23(b)(2) for injunctive relief  
27 on behalf of herself and all others similarly situated.

28 26. Plaintiff's proposed Class is as follows, subject to amendment as

1 appropriate:

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Class Definition. All individuals and entities residing within the United States and its territories who have (a) purchased a Care Pack from HP Inc., (b) not experienced a service event since the purchase of the Care Pack, and (c) not received a rebate equal to the cost of the Care Pack in the four years preceding the filing of this Complaint.

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**B. *Numerosity***

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27. Upon information and belief, Defendant has sold Care Packs to thousands of consumers and companies throughout the United States without properly administering the program nor providing a rebate to which they are entitled. The members of the Class, therefore, are believed to be so numerous that joinder of all members is impracticable.

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28. The exact number and identities of the Class members are unknown at this time and can only be ascertained through discovery. Identification of the Class members is a matter capable of ministerial determination from Defendant's records.

17

**C. *Common Questions of Law and Fact***

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29. There are common questions of law and fact raised in this Complaint which predominate over any questions affecting only individual Class members.

20

21

30. The following questions of law and fact common to the Class members are ripe for determination:

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- a. Whether Defendant sold Plaintiff and Class members a Care Pack;
- b. Whether Defendant has breached the terms of the Care Pack program;
- c. Whether Defendant failed to properly administer the Care Pack program;
- d. Whether Defendant breached the implied covenant of

- 1 good faith and fair dealing;
- 2 e. Whether Defendant’s conduct constitutes an anticipatory
- 3 breach of the Care Pack program terms;
- 4 f. Whether Defendant engaged in fraud, including but not limited
- 5 to fraudulent concealment in connection with selling the Care
- 6 Pack program;
- 7 g. Whether Defendant made misrepresentations, nondisclosure or
- 8 concealed material facts to Plaintiff and members of the Class
- 9 with the intent to mislead Plaintiff and members of the Class;
- 10 h. Whether Defendant is liable for damages, and the amount of such
- 11 damages; and
- 12 i. Whether Defendant should be enjoined from such conduct in the
- 13 future.

14 31. The common questions in this case are capable of having common

15 answers. Since Plaintiff asserts that Defendant sold a Care Pack to Plaintiff and

16 the Class members on the same or materially similar terms, and since this case is

17 centered upon the conduct of HP, Plaintiff and the Class members have identical

18 claims capable of being efficiently adjudicated and administered in this case.

19 **D. *Typicality***

20 32. Plaintiff’s claims are typical of the claims of other members of the

21 Class because Plaintiff, like every other Class member, has suffered from

22 virtually identical conduct and now suffers from the same violations of the law as

23 each other member of the Class. Plaintiff and the other Class members have a

24 legal claim arising from the same or substantially similar Care Pack terms, the

25 same conduct from Defendant, and the same violations of the law.

26 33. This class action is also appropriate for certification because

27 Defendant acted or refused to act on grounds generally applicable to the Class,

28 thereby requiring the Court’s imposition of uniform relief to ensure compatible

1 standards of conduct toward the Class members and making final injunctive relief  
2 appropriate with respect to the Class as a whole. Defendant's terms and  
3 procedures challenged herein apply to and affect Class members uniformly and  
4 Plaintiff's challenges hinge on Defendant's conduct with respect to the Class as  
5 a whole, not on facts or law applicable only to Plaintiff.

6 **E. *Protecting The Interests of the Class Members***

7 34. Plaintiff will fairly and adequately represent Class members'  
8 interests. She has no disabling conflicts of interest that would be antagonistic to  
9 those of the other Class members. Plaintiff seeks no relief that is antagonistic or  
10 adverse to the Class members and the infringement of the rights and the damages  
11 he has suffered are typical of other Class members. Plaintiff has retained counsel  
12 experienced in complex class actions, business litigation, and consumer litigation,  
13 and Plaintiff intends to prosecute this action vigorously.

14 **F. *Proceeding Via Class Action is Superior and Advisable***

15 35. Class litigation is an appropriate method for fair and efficient  
16 adjudication of the claims involved. Class action treatment is superior to all other  
17 available methods for the fair and efficient adjudication of the controversy alleged  
18 herein; it will permit a large number of Class members to prosecute their common  
19 claims in a single forum simultaneously, efficiently, and without the unnecessary  
20 duplication of evidence, effort, and expense that hundreds of individual actions  
21 would require. Class action treatment will permit the adjudication of relatively  
22 modest claims by certain Class members, who could not individually afford to  
23 litigate a complex claim against large corporations, like Defendant. Further, even  
24 for those Class members who could afford to litigate such a claim, it would still  
25 be economically impractical and impose a burden on the courts.

26 36. The nature of this action and the nature of laws available to Plaintiff  
27 and Class members make the use of the class action device a particularly efficient  
28 and appropriate procedure to afford relief to Plaintiff and Class members for the

1 wrongs alleged because Defendant would necessarily gain an unconscionable  
2 advantage since they would be able to exploit and overwhelm the limited  
3 resources of each individual Class member with superior financial and legal  
4 resources; the costs of individual suits could unreasonably consume the amounts  
5 that would be recovered; proof of a common course of conduct to which Plaintiff  
6 was exposed is representative of that experienced by the Class and will establish the  
7 right of each Class member to recover on the cause of action alleged; and individual  
8 actions would create a risk of inconsistent results and would be unnecessary and  
9 duplicative of this litigation.

10 37. The litigation of the claims brought herein is manageable.  
11 Defendant's uniform conduct, the consistent provisions of the relevant laws, and  
12 the ascertainable identities of Class members demonstrate that there would be no  
13 significant manageability problems with prosecuting this lawsuit as a class action.

14 38. Adequate notice can be given to Class members directly using  
15 information maintained in Defendant's records.

16 39. Unless a Class-wide injunction is issued, Defendant may continue in  
17 its failure to properly represent, sell, administer, or process its Care Pack program,  
18 and may continue to act unlawfully as set forth in this Complaint.

19 40. Further, Defendant has acted on grounds that apply generally to the  
20 Class as a whole, so that class certification, injunctive relief, and corresponding  
21 relief are appropriate on a class-wide basis.

22 41. Likewise, particular issues under Rule 42(d)(1) are appropriate for  
23 certification because such claims present only particular, common issues, the  
24 resolution of which would advance the disposition of this matter and the parties'  
25 interests therein. Such particular issues include, but are not limited to:

- 26 a. Whether Defendant failed to administer its Care Pack program;  
27 b. Whether Defendant failed to provide rebates owed under the  
28 Care Pack program;

1 c. Whether Defendant's failures to institute adequate measures to  
2 administer and process rebate claims amounted to breach of  
3 contract, breach of the implied duty of good faith, and/or  
4 anticipatory breach of contract; and

5 d. Whether Defendant engaged in fraud, making material  
6 misrepresentations and nondisclosures related to its Care Pack  
7 program.

8 **VI. CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**

10 **BREACH OF CONTRACT**

11 **(Against All Defendants on Behalf of Plaintiff Mary Pattison and the Class)**

12 42. Plaintiff hereby incorporates by reference and re-alleges each and  
13 every allegation set forth in each and every preceding paragraph of this  
14 Complaint, as though fully set forth herein.

15 43. Plaintiff brings this claim on behalf of herself and on behalf of the  
16 Class.

17 44. Defendant sells refundable warranty programs entitled Care Packs  
18 with "Risk Free" rebates.

19 45. Defendant promises to provide a rebate equal to the cost of the Care  
20 Pack if the purchaser does not have a service event claim covered by the program  
21 over the course of three years and applies for a rebate according to the terms of  
22 the program.

23 46. The Care Pack programs constitute contracts with the customers who  
24 purchase them.

25 47. Defendant breached the contracts it made with Plaintiff and the Class  
26 members by failing to administer its Care Pack program and failing to provide  
27 rebates according to applicable terms. Defendant further breached the contracts it  
28 made with Plaintiff and the Class members by failing to provide any responses to

1 rebate forms submitted to HP or its agents, much less doing so in a time promised  
2 by Defendant. Defendant's breaches, including but not limited to its failure to  
3 properly register and administer the Care Pack programs, also constitute breaches  
4 of the implied duty of good faith and anticipatory breach of the subject contracts.

5 48. As a direct and proximate result of HP's breaches of the contracts,  
6 Plaintiff and Class members sustained damages, as alleged herein, including the  
7 loss of the benefit of the bargain, consequential damages and nominal damages.

8 49. Additionally, Plaintiff and the Class are entitled to and seek injunctive  
9 relief prohibiting such conduct by Defendant in the future.

10 **SECOND CAUSE OF ACTION**

11 **FRAUD**

12 **(Against All Defendants on Behalf of Plaintiff Mary Pattison and the Class)**

13 50. Plaintiff hereby incorporates by reference and re-alleges each and  
14 every allegation set forth in each and every preceding paragraph of this  
15 Complaint, as though fully set forth herein.

16 51. Plaintiff brings this claim on behalf of herself and on behalf of the  
17 Class.

18 52. The misrepresentations, nondisclosure, and/or concealment of  
19 material facts made by Defendant to Plaintiffs and the members of the Class  
20 regarding its Care Pack programs, as set forth above, were known, or through  
21 reasonable care should have been known, by Defendant to be false and material  
22 and were intended by Defendant to mislead Plaintiff and the members of the  
23 Class.

24 53. Defendant had a duty to disclose the truth about its Care Pack  
25 program, because Defendant consistently represents that its Care Pack program  
26 is "risk free", that rebates will be confirmed by email, processed within 6-8 weeks  
27 and checks provided within 10 business days afterward, and that purchasers can  
28 contact HP to obtain material information regarding their Care Pack by email and

1 phone numbers. Despite those representations, Defendant fails to provide  
2 working website pages, working phone numbers, timely register, process or  
3 provide rebates associated with its Care Pack programs. Once Defendant made  
4 representations to the public the quality, functionality, reliability, and risk-free  
5 nature of the Care Pack programs, Defendant was under a duty to disclose these  
6 omitted facts. Defendant is obligated to speak the whole truth and not conceal any  
7 facts which materially qualify those facts stated. One who volunteers information  
8 must be truthful, and the telling of a half-truth calculated to deceive constitutes  
9 fraud.

10 54. In addition, Defendant had a duty to disclose these omitted material  
11 facts because they were known and/or accessible only to Defendant which had  
12 superior knowledge and access to the facts, and Defendant knew they were not  
13 known to or reasonably discoverable by Plaintiff and the other Class members.  
14 These concealed and omitted facts were material because they directly impact the  
15 quality, functionality, reliability, and value of the Care Pack and the computers  
16 and equipment the Care Packs covered.

17 55. Defendant actively concealed and/or suppressed these material facts,  
18 in whole or in part, with the intent to induce Plaintiff and the other Class members  
19 to purchase HP computers, equipment and Care Packs, which did not match their  
20 true value. Plaintiff and the Class members were unaware of these omitted  
21 material facts that were actively concealed and/or suppressed, in whole or in part,  
22 by Defendant with the intent to induce Plaintiff and the other Class members to  
23 purchase the HP computers and equipment and Care Packs, which did not match  
24 their true value.

25 56. If Plaintiff and other Class members had known these material facts,  
26 they would not have acted as they did. Plaintiff's and the other Class members'  
27 actions were justified. Defendant was in exclusive control of the material facts  
28 and such facts were not known to the public, Plaintiff, or the Class members at



1 the time of their purchases.

2 57. As a result of the conduct of Defendant, Plaintiff and the Class  
3 members have been damaged because they would not have purchased the HP  
4 products covered by the Care Packs had they known the truth and because the  
5 value of Plaintiff's and the Class members' HP products and Care Packs  
6 diminished as a result of Defendant's fraudulent concealment of their scheme to  
7 avoid honoring their promises related to the Care Packs.

8 58. In failing to provide consumers accurate and truthful information  
9 about the true nature and characteristics of the Care Packs, Plaintiff and the Class  
10 members have been damaged based on the benefit of the bargain.

11 59. Defendant is liable to Plaintiff and the Class members for damages in  
12 an amount to be proven at trial and for exemplary or punitive damages.

13 60. Defendant wantonly, maliciously, oppressively deliberately, with  
14 intent to defraud, and in reckless disregard of Plaintiff's and the Class members'  
15 rights engaged in a systematic and intentional scheme to defraud consumers by  
16 making false representations about the Care Pack programs and failing to disclose  
17 material facts related to the care Pack programs as specifically described above.

18 61. Based on information and belief, Plaintiff alleges that Defendants  
19 engaged in a course of conduct to ensure that employees, representatives, and  
20 agents did not reveal this scheme to the public in order to facilitate its fraudulent  
21 scheme and enhance Defendant's reputation and the "risk free" nature of the Care  
22 Pack programs in order to sell more computers and related equipment, along with  
23 Care Packs, and to sell them at an inflated price. Defendant's conduct warrants  
24 an assessment of punitive damages in an amount sufficient to deter such conduct  
25 in the future, which amount is to be determined according to proof.

26 ///

27 ///

28 ///



1 G. For all other Orders, findings and determinations identified and sought  
2 in this Complaint.  
3  
4  
5

6 Dated: May 8, 2024

**KRISTENSEN LAW GROUP ||**  
**ELLZEY & ASSOCIATES ||**  
**BURDINE WYNNE LLP**

*/s/ John P. Kristensen*

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John P. Kristensen  
Jarrett L. Ellzey  
David E. Wynne  
*Attorneys for Plaintiff and the  
Class*

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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury for all such triable claims.

Dated: May 8, 2024

**KRISTENSEN LAW GROUP ||**  
**ELLZEY & ASSOCIATES ||**  
**BURDINE WYNNE LLP**

*/s/ John P. Kristensen*

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John P. Kristensen  
Jarrett L. Ellzey  
David E. Wynne  
*Attorneys for Plaintiff and the  
Class*

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

MARY PATTISON

(b) County of Residence of First Listed Plaintiff Harris, TX (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

John P. Kristensen (CA SBN 224132) Kristensen Law Group, 120 Santa Barbara Street, Suite C9, Santa Barbara, CA 93101 - (805) 837-2000.

DEFENDANTS

HP, INC.

County of Residence of First Listed Defendant San Mateo (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party) 2 U.S. Government Defendant X 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and incorporation status. Includes options like 'Citizen of This State', 'Citizen of Another State', 'Citizen or Subject of a Foreign Country', 'Incorporated or Principal Place of Business In This State', etc.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Each category lists specific legal codes and descriptions.

V. ORIGIN (Place an "X" in One Box Only)

- X 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause: Breach of Contract and Fraud

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ 5.00

CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) X SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 05/08/2024

SIGNATURE OF ATTORNEY OF RECORD

/s/ John P. Kristensen

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

**Authority For Civil Cover Sheet.** The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
  - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.