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18
19 **UNITED STATES DISTRICT COURT**
NORTHERN DISTRICT OF CALIFORNIA
20 **(SAN JOSE DIVISION)**

21 NATHAN NYGREN and STEPHEN
22 SHIFFLETTE, on behalf of themselves and
all others similarly situated,

23 Plaintiffs,

24 v.

25 HEWLETT-PACKARD COMPANY, a
26 Delaware corporation,

27 Defendant.
28

CASE NO. 07-05793 HRL

CLASS ACTION

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES,
RESTITUTION AND INJUNCTIVE
RELIEF**

DEMAND FOR JURY TRIAL

1 Plaintiffs Nathan Nygren and Stephen Shifflette (“Plaintiffs”), individually and on behalf
2 of the Class defined below, bring this action for damages, restitution and injunctive relief against
3 defendant, Hewlett-Packard Company (“HP” or “Defendant”), demanding a trial by jury, and
4 complains and alleges as follows:

5 **I. INTRODUCTION**

6 1. Defendant Hewlett-Packard Company, one of the world’s leading manufacturers
7 of computers, has sold, and on information and belief, continues to sell, its Pavilion notebook
8 computers, Series 6000 and 9000 and Presario Series 6000, also known as the DV 6000, V6000
9 and DV 9000 notebooks (these products collectively referred to as “HP Notebook Computers”)
10 using these or modified model numbers with defective wireless capabilities.

11 2. This lawsuit, brought on behalf of consumers who have purchased HP Notebook
12 Computers, including the Pavilion Series 6000 and 9000 and the Presario Series 6000 notebook
13 computers, seeks to end HP’s deceptive and unconscionable practices relating to its sales and
14 marketing of these defective computers.

15 **II. JURISDICTION AND VENUE**

16 3. This Court has jurisdiction over this civil action pursuant to the Class Action
17 Fairness Act, and particularly, 28 U.S.C. § 1332(d)(2), as the matter in controversy in this action
18 exceeds \$5,000,000.00 and is a class action in which some members of the class of plaintiffs are
19 citizens of a state that is different from the principal place of business of Defendant.

20 4. Venue is proper in this District, and in particular the San Jose Division, under 15
21 U.S.C. §§ 15, 22, and 26 and 28 U.S.C. § 1391(b) and (c), because HP maintains its headquarters,
22 transacts business, maintains offices, or is otherwise found within this District; and the
23 Defendant’s unlawful acts giving rise to Plaintiffs’ claims occurred, and a substantial portion of
24 the affected trade and commerce described below has been carried out in this District. See also
25 Exhibit A attached hereto.

1 **III. THE PARTIES**

2 **A. Plaintiffs**

3 5. Plaintiff Nathan Nygren, an individual, is a resident of Wisconsin. He purchased
4 his HP notebook computer, an HP Pavilion DV6110US Notebook, for personal, family or
5 household use on January 14, 2007. He reasonably expected that the wireless features would last
6 five years without material failure. On or about September 14, 2007, the wireless feature failed
7 on Plaintiff Nygren's computer. He undertook a variety of steps to attempt to remedy the issue as
8 suggested by HP's technical support group, none of which solved the issue. HP then sent him a
9 new wireless card as a fix for the issue. Installation of a new wireless card did not solve the
10 issue. HP has refused Plaintiff's request to refund his purchase price or replace his notebook
11 computer with a computer that is not subject to design and/or component defects.

12 6. Plaintiff Stephen Shifflette, an individual, is a resident of Goochland County,
13 Virginia. He purchased an HP6140US, serial number CCNF640102T, for personal, family, or
14 household use in October 2006 at a CompUSA store. He reasonably expected that the wireless
15 features would last five years without material failure. On or about December 17, 2007, the
16 wireless capabilities on the computer began to malfunction. Plaintiff Shifflette bought an
17 external wireless device to enable his computer to connect to wireless networks. Plaintiff
18 Shifflette visited HP's website and contacted HP support personnel, spending hours
19 unsuccessfully attempting to remedy the problem.

20 **B. Defendant Hewlett-Packard Company**

21 7. Defendant Hewlett-Packard Company is a publicly traded corporation with
22 worldwide corporate headquarters in Palo Alto, California.

23 **IV. CLASS ACTION ALLEGATIONS**

24 8. Plaintiffs bring this action on behalf of themselves, and, pursuant to Federal Rules
25 of Civil Procedure 23(a) and (b)(3), on behalf of the following Class and Consumer Subclass
26 ("class or classes"):
27
28

1 **Class**

2 **All persons and entities who since January 1, 2007 purchased**
3 **or leased HP Pavilion Series 6000 and 9000 and Presario Series**
4 **6000 notebook computers, also referred to as the DV6000,**
5 **V6000 and DV 9000 series of computers. Excluded from the**
6 **Class are (1) employees of the defendant, including its officers**
7 **or directors; and (2) defendant's affiliates, subsidiaries, or co-**
8 **conspirators.**

9 **Consumer Subclass**

10 **All Class members who purchased or leased for personal,**
11 **family or household purposes, HP Pavilion Series 6000 and**
12 **9000 and Presario Series 6000 notebook computers, also**
13 **referred to as the DV6000, V6000 and DV 9000 series of**
14 **computers.**

15 9. Plaintiffs do not know the exact number of Class members because such
16 information is in the exclusive control of the Defendant. However, Class members are
17 sufficiently numerous and geographically dispersed throughout the United States, so that joinder
18 of all Class members is impracticable. The information as to the identity of the Class members
19 can be readily determined from records maintained by the Defendant and its agents.

20 Fed.R.Civ.P.23(a)(3)

21 10. Plaintiffs' claims are typical of, and not antagonistic to, the claims of the other
22 Class members and, by asserting his claims, Plaintiffs will also advance the claims of all
23 members of the Class who were damaged by the same wrongful conduct of HP and the relief
24 sought is common to the Class. Fed.R.Civ.P. 23(a)(3).

25 11. The common legal and factual questions which do not vary from Class member to
26 Class member and which may be determined without reference to individual circumstances of
27 any Class member include, but are not limited to, the following:

28 a. Whether the HP Notebook Computers suffer from a common defect that
causes the wireless capability to fail during its reasonable expected life;

b. Whether Defendant has undertaken a common business practice of
producing and selling to the public HP Notebook Computers with defective wireless capabilities;

1 c. Whether Defendant engaged in unfair, unlawful and/or fraudulent business
2 practices;

3 d. Whether Defendant's use of advertising and other representations
4 constitutes unfair competition and unfair, deceptive, untrue or misleading advertising;

5 e. Whether Defendant failed to disclose material facts about the HP
6 Notebook Computers;

7 f. Whether Defendant breached express warranties with Plaintiffs and the
8 Class;

9 g. Whether Class members are entitled to monetary recovery including
10 punitive damages, restitution, and injunctive relief, and the proper measure, nature and extent of
11 such relief; and

12 h. Whether representations that notebook computers have wireless capability
13 are material to a reasonable consumer.

14 12. These common questions and others predominate over questions, if any, that
15 affect only individual members of the Class. Fed.R.Civ.P.23(a)(3)

16 13. Plaintiffs and their counsel will fairly and adequately represent the interests of the
17 Classes in that Plaintiffs are typical purchasers of HP Notebook Computers. There is no material
18 conflict with any other member of the Classes that would make class certification inappropriate.
19 Plaintiffs have retained attorneys experienced in the prosecution of class actions, including
20 complex cases and consumer actions, and Plaintiffs intend to prosecute this action vigorously.
21 Fed.R.Civ.P.23(a)(3)

22 14. A class action is superior to other available methods for the fair and efficient
23 adjudication of this controversy because individual litigation of the claims of all Class members
24 is impracticable. Even if every Class member could afford individual litigation, the court system
25 could not. It would be unduly burdensome on the courts if individual litigation of numerous
26 cases would proceed. By contrast, the conduct of this action as a class action, with respect to
27 some or all of the issues presented in this Complaint, presents fewer management difficulties,
28

1 conserves the resources of the parties and of the court system, and protects the rights of each
2 Class member. Fed.R.Civ.P.23(a)(3)

3 15. Prosecution of separate actions by individual Class members would create the risk
4 of inconsistent or varying adjudications, establishing incompatible standards of conduct for the
5 Defendant and would magnify the delay and expense to all parties and to the court system
6 resulting from multiple trials of the same complex factual issues. Fed.R.Civ.P.23(a)(3)

7 16. Injunctive relief is appropriate as to the Class as a whole because Defendant has
8 acted or refused to act on grounds generally applicable to the Class. Fed.R.Civ.P.23(a)(3)

9 17. Whatever difficulties may exist in the management of the class action will be
10 greatly outweighed by the benefits of the class action procedure, including, but not limited to,
11 providing Class members with a method for the redress of claims that may not otherwise warrant
12 individual litigation.

13 V. FACTUAL ALLEGATIONS

14 18. A reasonable consumer expects that notebook computers like the HP Notebook
15 Computers will have wireless access for at least five years, and do not expect that they will come
16 with a design defect that will cause wireless capability to fail before that expected lifetime.
17 Notebook computers, as opposed to desktop computers, are designed for mobility and
18 convenience. One of the primary uses of a notebook computer is for remote access to the internet
19 using a wireless connection.

20 19. The HP Notebook Computers suffer from a common defect that causes a
21 substantial number of these HP Notebook Computers' wireless capability to fail within the first
22 five years, including during the first year of use, rendering these computers unable to connect
23 remotely the internet.

24 20. HP is aware of the issue and has posted on or about October 22, 2007, an entry on
25 HP Total Care website:

26 Hi, it's Anna from HP Total Care,

27 I'm sorry some of you are having trouble with your wireless
28 WLAN not detecting your wireless network and not displaying in
your device manager. The issue appears to affecting AMD based
DV 6000, V6000, and DV 9000 notebooks running Microsoft

1 Windows Vista. We've got a BIOS update and some instructions
2 on getting this resolved. If the BIOS update does not resolve the
issue, please contact HP support and we will facilitate a repair.

3 21. The update is not effective and class members are without recourse as the eighty-
4 four (84) pages of customer complaints attest to on an HP forum website (as of November 12,
5 2007). See
6 <http://forums1.itrc.hp.com/service/forums/bizsupport/questionanswer.do?threadID=11364>. Nor
7 is the issue limited to HP Notebook Computers running Microsoft Windows Vista. The customer
8 complaints identify manifestations of the defect that occur on HP Notebook Computers running
9 Microsoft Windows XP and XP Professional. The customer complaints describe situations
10 where the defect manifested itself before the release of Microsoft Windows Vista.

11 22. On or about November 3, 2007, HP posted another entry on HP's Total Care
12 Website.

13 The reason for the BIOS fix is that the internal WLAN card may
14 not work because the signal amplitude on the internal bus to the
chipset is too low. As a result, the wireless card and the
15 motherboard cannot communicate. By downloading Softpaq
36551, it is possible to boost the amplitude of the signals on this
16 bus and thereby solve some WLAN issues.

17 Here is the link: [ftp://ftp.compaq.com/pub/softpaq/sp36501-
37000/sp36551.exe](ftp://ftp.compaq.com/pub/softpaq/sp36501-37000/sp36551.exe)

18 If the issue does not stem from low amplitude, it could also be an
19 issue between the system board and the wireless card as some have
pointed out on this board. That said, it is unlikely that replacing
the wireless card will solve the issue, so please do not do this.
20 Historically it is more likely that a system board issue would cause
this type of problem, than an issue with the wireless card. So, if
21 Softpaq 36551 doesn't help, the next step is to call 800-HP-Invent
for additional help.

22 As mentioned earlier HP is working around the clock on this issue.
23 Engineers are reading the posts and have actually printed them out
to bring them into meetings to discuss them. So, please keep
24 posting your feedback with as much detail as possible.

25 23. Examples of class members' problems as reflected in the customer complaints are
26 as follows:

27 a. Rai Lynn Nov 5, 2007:

28 well I just got the new wireless card delivered and as expected it
din't [sic] solve the problem.

1 The link for the BIOS is corrupted (well at least that how it
2 appears to me after I have finished downloading it).
3 I guess whats left now is back up my data (AGAIN!) And send it
4 back. Just in case:

5 Pavilion dv9205us
6 AMD turion 64x2
7 Nvidia Geforce Go 6150

8 b. Gary Swain Nov 6, 2007:

9 I have a V3015NR with the AMD. My wireless is gone as well. I
10 just got off the phone with tech Support and was told that since my
11 warranty expired 3 weeks ago, I am on my own. They wanted to
12 sign me up for phone support for \$99 a year, but that would not
13 cover fixing the WLAN problem that so many are experiencing.
14 Has anyone else encountered this problem? If so, what has been
15 said or done? This is an obvious problem that HP recognizes and
16 should address regardless to length of warranty coverage. Could
17 this be a recall issue? I have tried everything from flashing the
18 BOIS to reloading the drivers for the broadcom. I did manage to
19 get the WIFI back up after removing the chipset and re-booting. I
20 then put the chipset back in and re-booted in SAFE Mode. At the
21 time, the chipset was found and installed. I then rebooted in normal
22 mode and it worked until it went to sleep at which point, the
23 WLAN disappeared from the system. Like all others, nothing in
24 the device manager even though under system info, it's listed. This
25 is my travel laptop and is used everyday for work. It needs to be
26 fixed regardless of warranty.

27 c. Clair Jordan Nov 8, 2007:

28 Hi everyone,

 Add me in to you [sic] list. I have a Pavillion dv6000 [sic]. Got it
in Feb. My wireless went down in September. First HP said they
would send me a new card. Then they said that I would have to
send it in. Did that and got it back within a week and it worked
great for about a month. Then I started having a problem with what
I thought was my graphics/video card. After a week of trying to
install new drivers and trying to unsuccessfully back up my laptop
it will now not boot up at all. Tried draining out all the power,
removing battery etc. no luck. So now it is on its way back to HP.
Get this, I asked them if I could buy an extended warranty and they
said they would not well me one cause my laptop had broken
twice!!! I am so mad.

 Hope we can escalate this further

 d. Thomas C. Perconti Nov 9, 2007:

 Dv9000ct owner (purchased in Jan 07) here experiencing the same
problem since June/July 07 timeframe [sic]. The wifi adapter
occasionally wakes up when coming out of suspend but that is
pretty infrequent. I ended up purchasing a LinkSys USB wifi
adapter (my expressCard slot is taken up by the HP TV Tuner
card).

1 I heavily rely on my notebook and cannot afford to be without it
2 for weeks while the system is sent out for repair, or HP were to
3 send an identical replacement system and allow us to swap the
4 drives, that would go a long way in minimizing the inconvenience.
I am not pleased with the manner in which HP had been dragging
their feet on this issue when it is painfully obvious that it is a pretty
widespread problem.

5 I DIDN'T expect it from HP. I guess that I'm just an old IT
warhorse that still remembers the world-class products, service and
support that the HP name implied.

6 ...hangining [sic] in there keeping hope...

7 e. TL Fin Nov 9, 2007:

8 HP dv6105us. Purchased mid October 2006. Wireless stopped
working on the beginning of August 2007.

9 Since the 2nd of August, I've spent hours on the phone with
support, with about 6 people. Ran all the 'fixes' with the first
10 support person, no fix. Have gotten contradictory information from
each person since.

11 I purchased a 2wire box in order to use this HP laptop. My old
computer does not work with this system, so I have no back
12 up....anyway.

13 Gave up & decided to send the compter [sic] back to HP. As of the
1st of this month, November, I have been expecting a shipping box,
14 but it has not arrived. Now it is having difficulty starting, takes up
to 20 minutes to get it going & my warranty is up. Is HP stalling on
purpose?

15 Really, at this point, I'd like my money back! Or send me a new
computer and I'll send this lemon back, ok, Jim? Please!

16 TL

17 ps- Yes, Nate, our concern still stands as extremely valid.
18 pps- Bill, it appears that the wireless issue has just been added to
the warranty extension....

19 24. HP has so far failed to offer Plaintiffs and class members an adequate fix of the
20 wireless capability. On information and belief, on or about November 15, 2007, HP posted on its
21 website, HP.com, a program with an extension of its limited warranty for some but not all HP
22 Notebook Computers. The announcement included wireless failures among a list of other
23 potential computer failure symptoms for which HP agreed to extend its limited warranty from a
24 period of one year to two years from purchase. On information and belief, HP did not offer this
25 limited warranty extension to all class members. In addition, it did not address manifestations of
26 the defect that occurred more than two years after purchase of the notebook computer, with the
27 exception of parts replaced as part of any warranty repair, for which HP provided a 90 day
28

1 limited warranty from the time of replacement. The announced limited warranty extension is not
2 an appropriate or adequate remedy for HP's defective computers.

3
4 **VI. FIRST CAUSE OF ACTION**
(Violations of Business & Professions Code § 17500 et seq.)

5 25. Plaintiffs incorporate and reallege all of the foregoing paragraphs, as though fully
6 set forth herein.

7 26. Defendant's use of various forms of advertising media to advertise, call attention
8 to or give publicity to the sale of their goods and services, and other practices, as set forth above,
9 which are not as advertised or as otherwise represented, constitutes unfair competition, unfair,
10 deceptive, untrue or misleading advertising, under Business & Professions Code Section 17500.
11 For example, the HP Pavilion notebook PC checklist available on the Internet states: "HP
12 Pavilion notebooks come with a wireless LAN for complete mobility." The HP Presario
13 notebook PC checklist available on the internet similarly states: "Compaq Presario notebooks
14 come with wireless LAN for complete mobility." The product specifications for the HP Pavilion
15 dv6110us state:

16 **"Wireless Connectivity 802.11b/g WLAN"**

17 **"Security and Support:**

18 ...

19 **Wireless Home Network"**

20 Upon information and belief, these statements appear in most if not all product specifications for
21 the HP Notebook Computers. For example, the Maintenance and Service Guide Presario V6000
22 Notebook PC, Document Part Number: 416630-003 provides at page 10: "Integrated wireless
23 support for Mini Card IEEE 802.11b and 802.11b/g WLAN device." In fact, as a result of
24 common defects, many HP Notebook Computers lose any ability to make wireless connections.

25 27. The HP Notebook Tour, an HP document posted on the Internet to describe the
26 features and functions on the notebook for both the Pavilion and Presario product lines, provides
27 that the computer has a "Wireless light" which when "Blue" indicates "An integrated wireless
28 device, such as a wireless local area network (LAN) device and/or a Bluetooth® device, is turned

1 on” whereas an “Amber” light indicates “All wireless devices are turned off.” In fact, as a result
2 of common defects, the Wireless switch on the HP Notebook Computers could not turn on the
3 wireless feature, nor would the Wireless light work as indicated, and many of the HP Notebook
4 Computers lost any ability to make wireless connections despite the switch position or the light
5 color. At all relevant times HP failed to disclose that its HP Notebook Computers suffered from
6 a design defect that caused these computers to prematurely lose their wireless capabilities, to
7 meet these product specifications, and to function as described. These advertisements and
8 practices have deceived, and are likely to deceive, the consuming public, in violation of those
9 sections.

10 28. Defendant's business acts and practices, as alleged herein, have caused injury to
11 Plaintiffs, the Class, and the public.

12 29. Plaintiffs and the Class are entitled to relief, including full restitution of all
13 revenues which may have been obtained by Defendant from Plaintiffs and the Class as a result of
14 such business acts or practices, and enjoining Defendant to cease and desist from engaging in the
15 practices described herein.

16 WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

17
18 **VII. SECOND CAUSE OF ACTION**
19 **(Violations of Business & Professions Code § 17200 *et seq.***
20 **Unfair Business Practices)**

21 30. Plaintiffs incorporate and reallege all of the foregoing paragraphs, as though fully
22 set forth herein.

23 31. Defendant has engaged in unfair competition within the meaning of California
24 Business & Professions Code Section 17200 *et seq.* because Defendant's conduct is unfair as
25 herein alleged. Defendant's conduct was substantially injurious to Plaintiffs.

26 32. Defendant's wrongful business acts constituted, and constitute, a continuing course
27 of conduct of unfair competition because Defendant is selling its products and marketing them in
28 a manner that is likely to deceive the public, and Plaintiffs have suffered actual harm as a result.

1 them in a manner that is likely to deceive the public, and Plaintiffs have suffered actual harm as a
2 result.

3 40. Defendant's business practices, and each of them, are illegal because they offend
4 established public policy and/or are immoral, unethical, oppressive, unscrupulous and/or
5 substantially injurious to consumers in that consumers are led to believe that HP Notebook
6 Computers reliably can be used for wireless service when they cannot.

7 41. Defendant's business practices are unlawful because the conduct constitutes a
8 breach of warranty, false marketing and advertising, as well as the other causes of action herein
9 alleged.

10 42. Plaintiffs have standing to pursue this claim because Plaintiffs have been injured
11 by virtue of suffering a loss of money and/or property as a result of the wrongful conduct alleged
12 herein. Defendant's business acts and practices, as alleged herein, have caused injury to
13 Plaintiffs, the Class, and the public.

14 43. Plaintiffs and the Class are entitled to relief, including full restitution of all
15 revenues which may have been obtained by Defendant from Plaintiffs and the Class as a result of
16 such business acts or practices, and enjoining Defendant to cease and desist from engaging in the
17 practices described herein.

18 WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

19
20 **IX. FOURTH CAUSE OF ACTION**
(Violation of Business & Professions Code § 17200 Fraudulent Conduct)

21 44. Plaintiffs incorporate and reallege all of the foregoing paragraphs, as though fully
22 set forth herein.

23 45. Defendant has engaged in fraudulent conduct within the meaning of California
24 Business & Professions Code Section 17200 *et seq.* because Defendant's conduct is fraudulent as
25 herein alleged. Defendant's conduct was substantially injurious to Plaintiffs.

26 46. Defendant's wrongful business acts constituted, and constitute, a continuing course
27 of fraudulent conduct because Defendant is selling its products and marketing them in a manner
28 that is likely to deceive the public, and Plaintiffs have suffered actual harm as a result.

1 53. Plaintiffs and the Class have performed all conditions, covenants and promises
2 required to be performed on their part in accordance with the warranties.

3 54. As unsophisticated consumers, Plaintiffs and the Class are relieved of any notice
4 requirement, and HP, who has superior knowledge of its technology, should be estopped from
5 asserting lack of notice as a defense.

6 55. At all times, HP had knowledge of the deceptive and misleading nature of the
7 wireless capabilities of the HP Notebook Computers because HP developed this technology.
8 Therefore, notification to HP would serve no purpose, and based on this additional basis, HP
9 should be estopped from asserting lack of notice as a defense.

10 56. HP was a remote seller and Plaintiffs did not deal directly with HP.

11 57. Defendant has breached warranty obligations by engineering its HP Notebook
12 Computers in a manner that no adequate fix is currently available to correct the defect that causes
13 the wireless capabilities of HP Notebook Computers to prematurely fail.

14 58. Defendant has breached the warranties by undertaking the wrongful acts herein
15 alleged.

16 59. Defendant's breach of the warranty was a substantial factor in causing Plaintiffs
17 and the Class to suffer economic losses and other general, consequential and specific damages,
18 according to proof.

19 WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

20 **XI. SIXTH CAUSE OF ACTION**
21 **(Violation of Civil Code § 1750 *et seq.*)**
22 **(for Consumer Subclass)**

23 60. Plaintiffs incorporate and reallege all of the foregoing paragraphs, as though fully
24 set forth herein.

25 61. The Consumers Legal Remedies Act, Civil Code Section 1750 *et seq.* (hereinafter
26 "CLRA") was designed and enacted to protect consumers from unfair and deceptive business
27 practices. To this end, the CLRA sets forth a list of unfair and deceptive acts and practices in
28 Civil Code Section 1770.

1 62. The CLRA applies to Defendant’s actions and conduct described herein because it
2 extends to transactions that are intended to result, or which have resulted, in the sale or lease of
3 goods or services for personal, family or household use.

4 63. At all relevant times, Plaintiffs and members of the Consumer Subclass were
5 “consumers” as that term is defined in Civil Code Section 1761(d).

6 64. The transactions from which this action arises include transactions involving the
7 sale or lease of goods or services for personal, family or household purposes within the meaning
8 of Civil Code Section 1761.

9 65. Defendant’s practices in connection with the marketing and sale of its HP
10 Notebook Computers violate the CLRA in at least the following respects:

11 a. In violation of Section 1770(a)(5), Defendant has represented that the HP
12 Notebook Computers have characteristics that they do not have;

13 b. In violation of Section 1770(a)(9), Defendant has advertised the HP
14 Notebook Computers with an intent not to sell them as advertised.

15 66. Defendant’s failure to disclose and knowing concealment of the fact that the HP
16 Notebook Computers had defective wireless capabilities are omissions and concealments of
17 material fact that constitute unfair and/or deceptive business practices in violation of Civil Code
18 Section 1770(a).

19 67. Defendant’s violations of Civil Code Section 1770 present a continuing threat to
20 members of the public in that Defendant is continuing to engage in the practices alleged herein,
21 and will not cease until an injunction is issued by this Court.

22 68. Plaintiffs have provided defendant with notice of its alleged violations of the
23 CLRA pursuant to Civil Code section 1782(a). HP failed to provide appropriate relief for its
24 violation of the CLRA within 30 days of the date of the notification letter. Accordingly,
25 Plaintiffs amend the Complaint pursuant to section 1782(d) to seek actual, statutory and punitive
26 damages, in addition to equitable and injunctive relief.

27 WHEREFORE, Plaintiffs and the Class and Consumer Subclass pray for relief as set forth
28 below.

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XII. PRAYER FOR RELIEF

1. Certification of the proposed Class and notice thereto to be paid by Defendant;
2. For restitution;
3. For an injunction ordering Defendant to cease and desist from engaging in the unfair, unlawful, and/or fraudulent practices alleged in the Complaint;
4. For compensatory damages;
5. For statutory damages;
6. Prejudgment interest;
7. Costs;
8. Reasonable attorneys fees; and
9. All such other and further relief as the Court deems just and proper.

Dated: February 28, 2008

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