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 11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 12 **COUNTY OF LOS ANGELES**  
 13

14 EDWARD BURKS, on behalf of himself and all  
 15 others similarly situated,

16 Plaintiff,

17 vs.

18 HP INC., a Delaware corporation,

19 Defendant.  
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Case No. 22STCV20806

**SECOND AMENDED CLASS ACTION COMPLAINT**

1. Violation of the Unfair Competition Law, “Unlawful” Prong, Cal. Bus. & Prof. C. §§ 17200, *et seq.*
2. Violation of the Unfair Competition Law, “Unfair” Prong, Cal. Bus. & Prof. C. §§ 17200, *et seq.*

1 Plaintiff Edward Burks (“Plaintiff”), through undersigned counsel, brings this Class Action  
2 Complaint against Defendant HP Inc. (“Defendant” or the “HP”), and alleges the following based  
3 upon information and belief, except as to allegations pertaining to Plaintiff, which are based upon  
4 personal knowledge.

### 5 INTRODUCTION

6 1. Plaintiff brings this action seeking restitution, injunctive and declaratory relief  
7 curtailing unlawful business practices related to consumer products designed, manufactured,  
8 distributed, sold, and warranted by Defendant.

9 2. For years, Defendant has produced, marketed, and sold personal consumer  
10 electronic products, including the HP 14 Laptop (the “Product”) at issue in this litigation. Defendant  
11 also provides consumers with a one-year warranty for its products (“Warranty”).

12 3. In so doing, Defendant made and continues to make multiple representations  
13 to consumers that the Warranty is subject to carveouts expressly prohibited by federal law.

14 4. Specifically, Defendant states to consumers that its Warranty will be void if the  
15 consumers use third-party repair services to fix their products.

16 5. Yet this type of warranty-voiding condition, where the warranty is “tied” to exclusive  
17 repair by the manufacturer, is expressly prohibited by the Magnuson-Moss Warranty Act, 15 U.S.C.  
18 §§ 2301–2312 (“Magnuson-Moss,” the “Act,” or “MMWA”), and its implementing regulations  
19 CFR §§ 700.1, *et seq.*

20 6. Magnuson-Moss allows consumers to open their electronics without voiding the  
21 warranty, regardless of what the language of that warranty says. And this fact has far-reaching  
22 implications as manufacturers, such as Defendant, have stepped up their attempts to monopolize  
23 the device repair market.

24 7. These intentional misrepresentations of law and fact are made to help manufacturers  
25 like Defendant maintain a monopoly on repairing the devices that they sell, and on manufacturing,  
26 marketing, and selling after-market parts and accessories. Most people won’t attempt relatively  
27 simple, inexpensive repairs—or use inexpensive third-party repair services—if they believe that in  
28 doing so the manufacturer subsequently will refuse to honor the warranty.



1 COMMON FACTUAL ALLEGATIONS

2 **A. Magnuson-Moss and Its Prohibition of Tying Provisions in Consumer Warranties.**

3 14. Magnuson-Moss is a consumer-protection law passed in 1975 to clarify how written  
4 warranties may be used when marketing products to consumers.<sup>1</sup> Specific to this lawsuit, the law  
5 prohibits warrantors from conditioning warranty coverage on the consumer’s use of an article or  
6 service identified by brand, trade, or corporate name.<sup>2</sup> More specifically, a warrantor cannot  
7 “condition the continued validity of a warranty on the use of only authorized repair service and/or  
8 authorized replacement parts for non-warranty service and maintenance (other than an article of  
9 service provided without charge under the warranty[]).”<sup>3</sup>

10 15. The provision goes on to dissect an illustrative, violative statement—“This warranty is  
11 void if service is performed by anyone other than an authorized ‘ABC’ dealer and all replacement  
12 parts must be genuine ‘ABC’ parts”—stating that it violates Magnuson-Moss in two ways: first, it  
13 impermissibly ties repairs to the manufacturer, but second, “*a warrantor cannot, as a matter of law,*  
14 *avoid liability under a written warranty where a defect is unrelated to the use by a consumer of*  
15 *‘unauthorized’ articles or service.*”<sup>4</sup>

16 16. It is important to note that Magnuson-Moss does not prohibit the warrantor from  
17 disclaiming liability for defects *caused* by unauthorized repairs, but the burden is on the manufacturer  
18 to prove that the unauthorized repair caused the defect.

19 17. Finally, the FTC recently clarified that the disclaimer of liability does not need to be  
20 explicit. Instead, “a warrantor would violate the MMWA if its warranty led a reasonable consumer  
21 exercising due care to believe that the warranty conditioned coverage ‘on the consumer’s use of an  
22 article or service identified by brand, trade or corporate name....’ Moreover, misstatements leading  
23 a consumer to believe that the consumer’s warranty is void because a consumer used ‘unauthorized’  
24 parts or service may also be deceptive under Section 5 of the FTC Act.”<sup>5</sup>

25 \_\_\_\_\_  
26 <sup>1</sup> 15 U.S.C. §§ 2301, *et seq.*

27 <sup>2</sup> 15 U.S.C. § 2302(c).

28 <sup>3</sup> 16 C.F.R. § 700.10(c)

<sup>4</sup> *Id.* (emphasis added).

<sup>5</sup> Federal Trade Commission, *Final Action: Magnuson-Moss Warranty Act Interpretations; Rules Governing Disclosure of Written Consumer Product Warranty Terms and Conditions, Pre-Sale*

Continued on the next page

1           18. The animating purpose of Magnuson-Moss’s anti-tying provision was explained by  
2 then-FTC-Chairman Lewis Engman in the early 1970s in the run-up to the Act’s introduction:

3           This [anti-tying] provision addresses the anticompetitive practice which the Commission  
4 has opposed in numerous court actions wherein a manufacturer uses a warranty  
5 unreasonably to tie his supplementary products or services to the warranted product. This  
6 leaves the consumer in the undesirable posture of losing his warranty protection if he  
purchases the supplementary items from another and perhaps less expensive source—  
even if he does so in complete ignorance of the warranty’s provisions.<sup>6</sup>

7           19. “In short,” the FTC more recently reiterated, “[Magnuson-Moss’s] anti-tying provision  
8 bars manufacturers from using access to warranty coverage as a way of obstructing consumers’ ability  
9 to have their consumer products maintained or repaired using third-party replacement parts and  
10 independent repair shops.”<sup>7</sup>

11           20. In its Report accompanying to 2021 Financial Services and General Government  
12 Appropriations Bill, Congress specifically directed the FTC as follows:

13           *Consumer Repair Rights.*—The Committee is aware of the FTC’s ongoing review of  
14 how manufacturers...may limit repairs by consumers and repair shops, and how those  
15 limitations may increase costs, limit choice, and impact consumers’ rights under the  
Magnuson-Moss Warranty Act. Not later than 120 days after the enactment of this Act,  
16 the FTC is directed to provide to the Committee, and to publish online, a report on  
17 anticompetitive practices related to repair markets. The report shall provide  
recommendations on how to best address these problems.

18           21. Subsequently, the FTC produced a report to Congress that “synthesized the knowledge  
19 gained from its July 16, 2019 workshop titled ‘Nixing the Fix: A Workshop on Repair Restrictions’  
20 (the “Workshop”), public comments, responses to a Request for Empirical Research and Data, and  
21 independent research.”<sup>8</sup> (“2021 FTC Report”).

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at p. 11 (May 22, 2015) (available at  
25 [https://www.ftc.gov/system/files/documents/federal\\_register\\_notices/2015/05/150522mag-  
mossfrn.pdf](https://www.ftc.gov/system/files/documents/federal_register_notices/2015/05/150522mag-mossfrn.pdf)) (“2015 FTC Final Action”)

26           <sup>6</sup> Statement of Hon. Lewis A. Engman, Chairman, Federal Trade Commission, included in H. Rep.  
No. 93-17, at 58 (1973).

27           <sup>7</sup> FTC, *Nixing the Fix: An FTC Report to Congress on Repair Restrictions*, May 2021, at p. 5 (available  
at [https://www.ftc.gov/system/files/documents/reports/nixing-fix-ftc-report-congress-repair-  
restrictions/nixing\\_the\\_fix\\_report\\_final\\_5521\\_630pm-508\\_002.pdf](https://www.ftc.gov/system/files/documents/reports/nixing-fix-ftc-report-congress-repair-restrictions/nixing_the_fix_report_final_5521_630pm-508_002.pdf)) (last accessed April 20, 2022)  
28 (hereinafter referred to as “2021 FTC Report”)

<sup>8</sup> *Id.*

1           22. Per the 2021 FTC Report, “[e]ven when a warranty does not explicitly require that  
2 repairs be performed by the original equipment manufacturer (OEM) using OEM parts, many  
3 manufacturers restrict independent repair and repair by consumers through [*inter alia*] Product  
4 designs that complicate or prevent repair;...Policies or statements that steer consumers to  
5 manufacturer repair networks;...[and] Disparagement of non-OEM parts and independent repair[.]”<sup>9</sup>

6           23. The 2021 FTC Report confirmed that MMWA-violative conduct was rampant in the  
7 marketplace:

8           The Commission continues to receive reports of companies not complying with the  
9 MMWA. In response to staff’s call for empirical research and comments related to the  
10 Workshop, several organizations reported that warranty tying continues to be prevalent  
11 in the marketplace. For example, the Education Fund of U.S. PIRG, the federation of  
12 state Public Interest Research Groups (PIRGs), submitted an October 2018 study  
13 analyzing warranties from 50 companies. U.S. PIRG concluded that 45 of the 50  
14 companies had warranties that appeared to violate Section 102(c) of the MMWA.  
15 Likewise, the Specialty Equipment Market Association (SEMA) submitted a comment  
16 stating that it regularly receives complaints that automobile dealerships void automobile  
warranties if the dealership finds a specialty part (e.g., custom wheels) had been installed  
on the automobile, regardless of whether the specialty part caused the automobile to  
malfunction. Other commenters submitted information claiming that certain warrantors  
either expressly or by implication continue to condition warranty coverage of the use of  
particular products or services.

17           ...Tying is illegal where the effect is to impair competition and harm consumers in the  
18 market for either the tying product or the tied product.<sup>10</sup>

19 **B. Defendant’s Warranty Leads a Reasonable Consumer to Believe That Third-Party  
20 Repair is Prohibited.**

21           24. Defendant’s Warranty, and additional representations related thereto, lead consumers  
22 to believe that third-party repair will void the warranty.

23           25. For example, Defendant’s Warranty states, in pertinent part:

24           All component parts or hardware products removed under this HP  
25 Limited Warranty become the property of HP unless otherwise stipulated  
26 by applicable local law. In the unlikely event that your HP Hardware  
27 Product has recurring failures or HP determines it is unable to repair or  
28 replace the HP Hardware Product, HP, at its option, may elect to provide  
you with (a) a replacement unit selected by HP that is the same or  
functionally equivalent to your HP Hardware Product in performance or

<sup>9</sup> *Id.*  
<sup>10</sup> *Id.*

1 (b) to give you a refund or credit of your purchase price or lease payments  
2 (less interest) instead of a replacement. To the extent permitted by local  
3 law, this is your exclusive remedy for defective products.<sup>11</sup>

4 26. Thus, HP’s “exclusive remedy for defective products” is a repair process whereby every  
5 piece of the product that is replaced—whether they are hard drives, speakers, wires, keyboard keys,  
6 or even screws—is the property of HP and must be returned to HP. Such a repair regime, explained  
7 in the manner set forth in the Warranty, would lead a reasonable consumer to believe that third party  
8 repair is not allowed.

9 27. HP further places “Warranty Seals” on the inside of components within its products,  
10 and purports to void the Warranty if they show signs of being tampered with. As shown on HP’s  
11 customer support page, “HP PCs – Damage not covered by the HP Standard Limited Warranty,”<sup>12</sup>  
12 HP places seals on its computers’ hard-drives, which may not be removed without voiding the  
13 warranty:

14 EXAMPLES OF BROKEN HDD WARRANTY SEALS



15 Fig. 1<sup>13</sup>

16 <sup>11</sup> HP, “HP Worldwide Limited Warranty and Technical Support” (available at  
17 [https://www.hp.com/us-en/privacy/limited\\_warranty.html](https://www.hp.com/us-en/privacy/limited_warranty.html) ).

18 <sup>12</sup> HP, “HP PCs – Damage not covered by the HP Standard Limited Warranty” (available at  
19 [https://support.hp.com/us-en/document/ish\\_1997171-1363803-16](https://support.hp.com/us-en/document/ish_1997171-1363803-16))

20 <sup>13</sup> *Id.*

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Fig. 2<sup>14</sup>



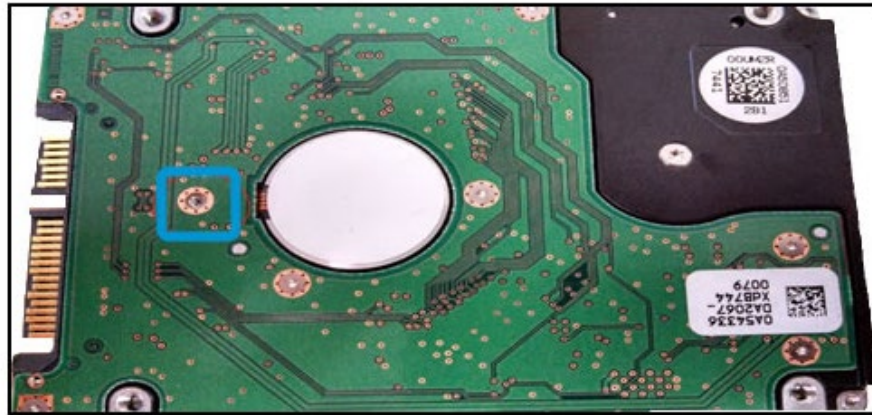
Fig. 3<sup>15</sup>

<sup>14</sup> Walmart, “HP WD 500GB 7.2k Hot-Pug SATA Hard Drive 622598-002 w Tray 459319-001 397377-014,” available at <https://www.walmart.com/ip/HP-WD-500GB-7-2k-Hot-Pug-SATA-Hard-Drive-622598-002-w-Tray-459319-001-397377-014/429057406> (last accessed Mar. 7, 2023).

<sup>15</sup> eBay, “HP 120GB 5400RPM SATA 2.5” 454999-001,” available at <https://www.ebay.com/p/5013493584> (last accessed Mar. 7, 2023).

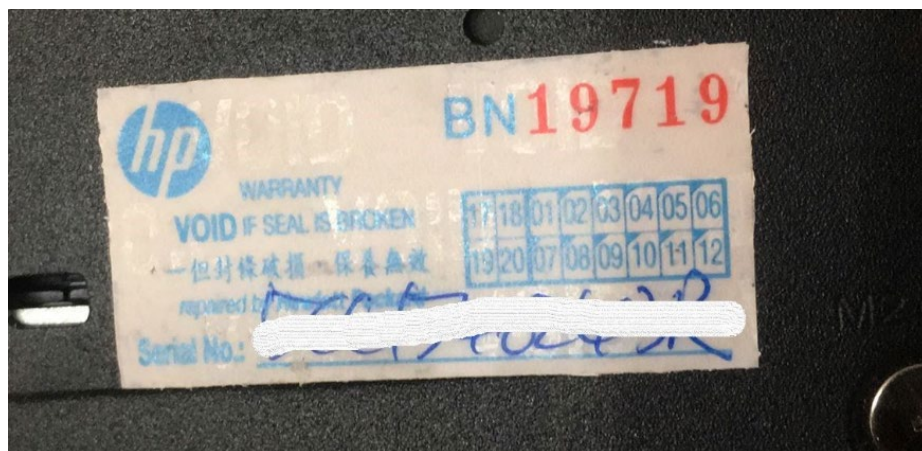
1  
2 28. Similarly, HP prohibits certain screws from being removed on a product's or  
3 component part's casing, and threatens to void the Warranty if they are missing (as it indicates that  
4 the product has been opened):<sup>16</sup>

5 EXAMPLE OF AN HDD WITH A MISSING SCREW



13 Fig. 4<sup>17</sup>

14 29. Further, HP will combine the above practices, placing a Warranty Seal over a single  
15 screw in a product's casing to prevent the entire product from being opened (and thus repaired by  
16 anyone other than HP):



25 Fig. 5<sup>18</sup>

26 <sup>16</sup> HP, "HP PCs – Damage not covered by the HP Standard Limited Warranty" (available at  
27 [https://support.hp.com/us-en/document/ish\\_1997171-1363803-16](https://support.hp.com/us-en/document/ish_1997171-1363803-16)).

28 <sup>17</sup> *Id.*

<sup>18</sup> HP Community, Notebook Hardware and Upgrade Questions, "Warranty Seal Sticker" (available  
at <https://h30434.www3.hp.com/t5/Notebook-Hardware-and-Upgrade-Questions/Warranty-seal-sticker/td-p/7046524>)



Fig. 6<sup>19</sup>

30. HP also states that the Warranty will be void under a series of circumstances, including if “the serial number has been removed...by modification or service by anyone other than HP or an HP authorized service provider.”<sup>20</sup> However, HP’s illustrations of such warranty-voiding damage look like minor, inevitable wear and tear that would arise in the course of repair. As shown on HP’s customer support page, “HP PCs – Damage not covered by the HP Standard Limited Warranty”<sup>21</sup>:

<sup>19</sup> HP Community, Notebook Hardware and Upgrade Questions, “Warranty Seal in Desktop PC” (available at <https://h30434.www3.hp.com/t5/Desktops-Archive-Read-Only/Warranty-Seal-in-Desktop-PC/m-p/5488788>)

<sup>20</sup> Warranty, Exclusions (available at [https://www.hp.com/us-en/privacy/limited\\_warranty.html](https://www.hp.com/us-en/privacy/limited_warranty.html))

<sup>21</sup> Available at [https://support.hp.com/us-en/document/ish\\_1997171-1363803-16](https://support.hp.com/us-en/document/ish_1997171-1363803-16)

EXAMPLES OF HDD SERIAL NUMBER LABEL DAMAGE

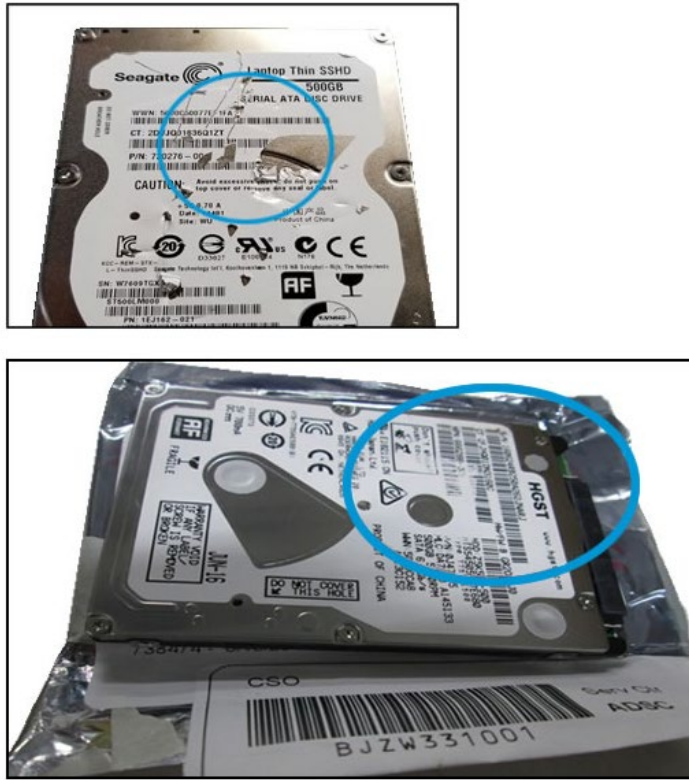


Fig. 7<sup>22</sup>

31. All of the above is forbidden under Magnuson-Moss. In 2018, the FTC “sent warning letters to six major companies that market and sell automobiles, cellular devices, and video gaming systems in the United States.”<sup>23</sup> Among the challenged provisions included the following statements:

- The use of [company name] parts is required to keep your . . . manufacturer’s warranties and any extended warranties intact.
- This warranty shall not apply if this product . . . is used with products not sold or licensed by [company name].
- This warranty does not apply if this product . . . has had the warranty seal on the [product] altered, defaced, or removed.<sup>24</sup>

32. The FTC further stated that companies should review additional promotional materials and representations surrounding their warranties, so as not to create confusion among consumers.<sup>25</sup>

<sup>22</sup> HP, “HP PCs – Damage not covered by the HP Standard Limited Warranty,” Available at [https://support.hp.com/us-en/document/ish\\_1997171-1363803-16](https://support.hp.com/us-en/document/ish_1997171-1363803-16)

<sup>23</sup> FTC, “FTC Staff Warns Companies that It Is Illegal to Condition Warranty Coverage on the Use of Specified Parts or Services,” (April 10, 2018) (available at <https://www.ftc.gov/news-events/news/press-releases/2018/04/ftc-staff-warns-companies-it-illegal-condition-warranty-coverage-use-specified-parts-or-services>)

<sup>24</sup> *Id.*

<sup>25</sup> *Id.*

1           33. Despite the unambiguous requirements of Magnuson-Moss, HP continues to represent  
2 to its customers both explicitly and implicitly that third party repair—indeed, merely *opening* its  
3 products—will void the customer’s Warranty. These Magnuson Moss-violative representations—  
4 which have been in effect for years—still lead consumers to believe that their warranties are voided  
5 by third party repairs.

6           **C. The Significance of Third-Party Repair of Consumer Products.**

7           34. Beyond unlawfully proscribing customers’ federal consumer protection rights,  
8 Defendant’s conduct further harms consumers by stifling the third-party repair industry, thereby  
9 allowing Defendant (and comparable device manufacturers who engage in similar practices) a  
10 monopolistic grasp on the repair of its own products. This harms consumers in multiple ways.

11           35. First, the stifling of competition drives up the cost of repair and limits a consumer’s  
12 ability to have their products fixed in a timely manner. Commonly, a warrantor’s authorized service  
13 centers will have wait times that are untenable for devices that a consumer regularly relies on. In one  
14 example, a consumer’s refrigerator had a faulty compressor and the warrantor (LG) told her that its  
15 authorized servicers could not fix the appliance for up to a month.<sup>26</sup> Obviously, a household cannot  
16 do without refrigerated food for a month, but there are countless other appliances and devices that we  
17 rely on daily, and doing without them for weeks—or even days—can cause profound disruptions in  
18 our daily lives.

19           36. This problem has become only more acute in the wake of the pandemic, when appliance  
20 repair demand surged. Use of home appliances drastically increased as people are home more, and  
21 fewer people buying new appliances as both retail operations were restricted and the supply chain  
22 was interrupted by COVID-19.<sup>27</sup> The rise in repair needs in turn leads to delays in warranty service.  
23 When consumers are unable to get a necessary appliance repaired in a timely manner under warranty

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26 <sup>26</sup> US PIRG, *Warranties in the Void II*, (April 8, 2021) at p. 18 (available at  
[https://uspirg.org/sites/pirg/files/reports/Warranties%20in%20the%20Void%20II\\_USPEF\\_April\\_2021\\_Final.pdf](https://uspirg.org/sites/pirg/files/reports/Warranties%20in%20the%20Void%20II_USPEF_April_2021_Final.pdf))

27 <sup>27</sup> Youn, Soo. “Ovens, dishwashers and washing machines are breaking down like never before. But  
28 there’s nobody to fix them.” *The Washington Post*. October 22, 2020.  
<https://www.washingtonpost.com/road-to-recovery/2020/10/22/appliance-repair-services-pandemic/>

1 terms, there is a real need to hire a third-party repair technician to solve the issues or attempt the repair  
2 themselves.

3 37. Second, it limits access to essential electronics, more broadly. Consumer electronics,  
4 in general, are the subject of ongoing shortages. An Associated Press report found that the increased  
5 demand and supply chain challenges posed by the pandemic had resulted in shortages around the  
6 country.<sup>28</sup> Kinks in the semiconductor supply chain are now posing an additional threat to the supply  
7 of new products.<sup>29</sup> Reducing barriers to repair allows older consumer products to be refurbished more  
8 easily, thereby expanding the available supply.<sup>30</sup>

9 38. These shortages notwithstanding, Defendant's anticompetitive practices enables it (and  
10 similarly-situated companies) to force consumers to buy new products through planned obsolescence.  
11 When it costs almost as much to repair an existing product as it does to buy a new version of the same  
12 product, consumers will likely opt to buy the new product. Whereas, in a repair marketplace where  
13 costs are lowered through competition, it is cheaper to repair an existing piece of electronics than to  
14 buy a new one.

15 39. Against this backdrop of scarcity, it is more important than ever that consumers be  
16 allowed to maintain and repair their devices without restriction.

17 40. To date, Defendant has done nothing to proactively alert consumers to their rights under  
18 federal law. Defendant's unlawful behavior, coupled with its failure to affirmatively alert consumers  
19 of their rights, has created and continues to create an ongoing injury.

### 20 **PLAINTIFF'S SPECIFIC ALLEGATIONS**

21 41. On or about January 10, 2022, Plaintiff purchased a new Product, manufactured by  
22 Defendant. This Product was—and remains—subject to Defendant's Warranty.

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25 <sup>28</sup> Jocelyn Gecker and Michael Liedtke, *AP Exclusive: US Faces Back-To-School Laptop Shortage*,  
(Aug. 22, 2020), <https://apnews.com/article/01e9302796d749b6aad35ddc8f4c946>.

26 <sup>29</sup> Hyunjoo Jin, Douglas Busvine, and David Kirton, *Analysis: Global chip shortage threatens*  
27 *production of laptops, smartphones and more*, Reuters, (Dec. 17, 2020),  
<https://www.reuters.com/article/us-chip-shortage-analysis/analysis-global-chip-shortage-threatens-production-of-laptops-smartphones-and-more-idUSKBN28R0ZL>.

28 <sup>30</sup> 2021 FTC Report, *see*, Note 8, *supra*.



1 impracticable. The precise number of Class members is unknown at this time but can be readily  
2 determined from Defendant's records. Plaintiff reasonably estimates that the Class is likely to include  
3 over a thousand members.

4       **52. Commonality and Predominance:** A well-defined community of interest in the  
5 questions of law or fact involving and affecting all members of the Class exists, and common  
6 questions of law or fact are substantially similar and predominate over questions that may affect only  
7 individual Class members. The questions of law and fact common to Plaintiff and the Class include,  
8 among others, the following:

- 9           i. Whether Defendant's acts and practices complained of herein violate Magnuson-Moss;
- 10          ii. Whether Defendant's acts and practices complained of herein violate the UCL;
- 11          iii. Whether Plaintiff and the Class are entitled to restitution, and the proper measure of the  
12             loss; and
- 13          iv. the appropriate injunctive relief to ensure Defendant no longer illegally conditions its  
14             warranties on the exclusion of third-party repair.

15       **53. Typicality:** Plaintiff is a member of the Class he seeks to represent. Plaintiff's claims  
16 are typical of the Class members' claims because they all were injured as a result of Defendant's  
17 violation of Magnuson-Moss and the UCL.

18       **54. Adequacy of Representation:** Plaintiff is an adequate representative of the Class he  
19 seeks to represent and will fairly and adequately protect the interests of the Class. Plaintiff is  
20 committed to the vigorous prosecution of this action and has retained competent counsel, experienced  
21 in litigation of this nature, to represent him and the Class. There are no conflicts between Plaintiff and  
22 the unnamed class members. Plaintiff anticipates no difficulty in the management of this litigation as  
23 a class action.

24       **55.** To prosecute this case, Plaintiff has chosen the undersigned law firm, which is very  
25 experienced in class action litigation and has the financial and legal resources to meet the substantial  
26 costs and legal issues associated with this type of litigation.

27       **56. Superiority.** A class action is superior to individual actions in part because of the non-  
28 exhaustive factors listed below:

- 1 i. Joinder of all class members would create extreme hardship and  
2 inconvenience for class members as they reside throughout the state;
- 3 ii. Individual claims by class members are impractical because the costs to  
4 pursue individual claims may exceed the value of what any one class member  
5 has at stake. As a result, individual class members may have no interest in  
6 prosecuting and controlling separate actions;
- 7 iii. There are no known individual class members who are interested in  
8 individually controlling the prosecution of separate actions;
- 9 iv. The interests of justice will be well served by resolving the common disputes  
10 of potential class members in one forum;
- 11 v. Individual suits would not be cost effective or economically maintainable as  
12 individual actions; and
- 13 vi. This action is manageable as a class action.

14 57. The Class is not so large that it would be unmanageable, and no difficulties are foreseen  
15 providing notice to individual claimants. Class members can be readily identified using records and  
16 information kept by Defendant in the usual course of business and within its control.

17 58. **Final Declaratory or Injunctive Relief.** Plaintiff also satisfies the requirements for  
18 maintaining a class seeking declaratory and/or injunctive relief. Defendant has acted or refused to act  
19 on grounds that apply generally to the proposed Class, making final declaratory or injunctive relief  
20 appropriate with respect to the proposed Class as a whole.

21 **CAUSES OF ACTION**

22 **FIRST CAUSE OF ACTION**

23 **Violations of the Unfair Competition Law – Unlawful Prong**  
24 **California Bus. and Prof. Code § 17200, *et seq.***  
**(On Behalf of the Class)**

25 59. Plaintiff hereby incorporates by reference each of the preceding allegations as if fully  
26 set forth herein.

27 60. Plaintiff brings this claim under the ‘unlawful’ prong of the UCL, on behalf of himself  
28 and the Class, who were subject to Defendant’s above-described unlawful conduct.

1           61. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact and has  
2 lost money or property as a result of Defendant’s actions as set forth herein.

3           62. The “Unlawful” Prong of the UCL “borrows” violations of other federal, state, or local  
4 laws and makes them independently actionable under the UCL.

5           63. Defendant has violated and continues to violate the MMWA for the following reasons:

- 6           i. Defendant is a “warrantor” as defined in MMWA, 15 U.S.C. § 2301(5);
- 7           ii. Defendant’s Warranty is a “written warranty” as defined in MMWA, 15 U.S.C. §  
8           2301(6);
- 9           iii. Defendant’s electronic products are “consumer products,” as defined in MMWA, 15  
10           U.S.C. § 2301(1);
- 11           iv. Defendant has prohibited third-party repair as a condition of its Warranty, in violation of  
12           15 U.S.C. § 2302(c) and 16 C.F.R. § 700.10;
- 13           v. Defendant has statements that would lead a reasonable consumer exercising due care to  
14           believe that the warranty conditioned coverage on the consumer’s use of an article or  
15           service identified by brand, trade or corporate name unless that article or service is  
16           provided without charge to the consumer, in violation of 16 C.F.R. § 700.10 (*see, also*  
17           2015 FTC Final Action at 11<sup>32</sup>);

18           64. Defendant’s unlawful conduct includes, *inter alia*, its representation that any parts or  
19 components replace in the course of repair become the property of Defendant; that Defendant’s repair  
20 of its laptops is the “exclusive remedy” available to consumers; and its use of Warranty Seals that  
21 expressly state that the Warranty will be void if the seals are removed.<sup>33</sup>

22           65. The FTC has stated, either directly through statute and regulation or through guidance,  
23 that such representations violate Magnuson-Moss and its anti-tying provisions.

24           66. Defendant’s violations of Magnuson-Moss and its anti-tying provisions render it liable  
25 under the “Unlawful” Prong of the UCL.

26           67. Plaintiff and members of the Class have lost money or property as a result of  
27

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28 <sup>32</sup> See Note 5, *supra*.

<sup>33</sup> See, Paragraphs 25-30, *supra*; see, also Figs. 1-7, *supra*.

1 Defendant's violations because they overpaid for a product that contained unlawful tying provisions  
2 in the Warranty.

3 68. Pursuant to section 17203 of the UCL, Plaintiff seeks an order enjoining Defendant  
4 from continuing to make material misrepresentations and omissions to California consumers as to  
5 their warranty rights, in violation of Magnuson-Moss.

6 69. Additionally, Plaintiffs seek an order awarding Plaintiffs and the Classes restitution of  
7 the money wrongfully acquired by Defendant by means of the unlawful conduct alleged herein.

8 **SECOND CAUSE OF ACTION**  
9 **Violations of the Unfair Competition Law – Unfair Prong**  
10 **California Bus. and Prof. Code § 17200, *et seq.***  
11 **(On Behalf of the Class)**

12 70. Plaintiff hereby incorporates by reference each of the preceding allegations as if fully  
13 set forth herein.

14 71. Plaintiff brings this claim under the 'unfair' prong of the UCL, on behalf of himself and  
15 the Class, who were subject to Defendant's above-described unlawful conduct.

16 72. Defendant's business practices, as alleged herein, are unfair because their conduct in  
17 selling products with warranties that unlawfully prohibit third party repair is immoral, unethical,  
18 oppressive, unscrupulous or substantially injurious to consumers. The gravity of the harm to  
19 consumers is not outweighed by the utility of Defendant's conduct.

20 73. Defendant's business practices are also unfair because they undermine public policy,  
21 which is tethered to specific statutory provisions, including the MMWA.

22 74. Lastly, Defendant's business practices are unfair because: (1) the injury to the consumer  
23 is substantial; (2) the injury is not outweighed by any countervailing benefits to consumers or  
24 competition; and (3) consumers could not reasonably have avoided the injury because the Warranty  
25 was imposed on consumers on a 'take it or leave it' basis.

26 75. There were reasonably available alternatives to further Defendant's legitimate business  
27 interests, other than the conduct described above.

28 76. Defendant's wrongful business practices constituted, and constitute, a continuing  
course of conduct of unfair competition.



1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of LOS ANGELES, State of CALIFORNIA. I am over the age  
4 of 18 and not a party to within action; my business address is **2450 Colorado Avenue, Suite 100E,**  
**Santa Monica, CA 90404.**

5 On February 18, 2025, I served the foregoing documents described as:

6 **SECOND AMENDED CLASS ACTION COMPLAINT**

7 On interested parties in this action by sending a true copy of the document to the following parties  
8 as follows:

9  
10 Hunter R. Eley  
11 Lloyd Vu  
12 Doll Amir & Eley LLP  
13 515 S. Flower Street, Suite 1812  
14 Los Angeles, CA 90071  
*Attorneys for Defendant HP Inc.*

15 ----- (BY ELECTRONIC MAIL) I caused the document(s) to be successfully transmitted via  
16 electronic mail to the offices of the addressees.

17 xxxxx (BY ELECTRONIC SERVICE) I caused the document(s) to be sent to the offices of the  
18 addressees via CaseAnywhere.

19 ----- (BY FACSIMILE) I transmitted pursuant Rule 2.306, the above-described document by  
20 facsimile machine (which complied with Rule 2003(3)), to the attached listed fax number(s).  
21 The transmission originated from facsimile phone number (310) 396-9635 and was reported as  
22 complete and without error.

23 ----- (BY OVER NIGHT DELIVERY) I caused such envelope(s) thereon fully prepaid to be placed  
24 in the Federal Express box at Los Angeles, California.

25 ----- (BY PERSONAL SERVICE) I caused such envelope(s) to be hand delivered to the offices of  
26 the addressees.

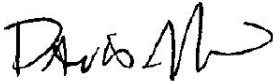
27 ----- (BY US MAIL) I caused such envelope(s) with postage thereon fully prepaid, with return  
28 receipt requested, to be placed in the United States mail at Los Angeles, California, pursuant to  
California Code of Civil Procedure § 415.40. I am readily familiar with this business' practice  
for collecting and processing correspondence for mailing. On the same day that  
correspondence is placed for collection and mailing, it is deposited in the ordinary course of  
business with the United States Postal Service.

Executed on February 18, 2025 at Los Angeles, California

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xxxx (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

----- (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

  
\_\_\_\_\_  
David Marin