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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

**INES BURGOS, and MONGKOL
MAHAVONGTRAKUL**, individually and
on behalf of other similarly situated
individuals,

Plaintiffs,

v.

**SUNVALLEYTEK INTERNATIONAL,
INC.**,

Defendant.

Case No. 4:18-cv-06910

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES AND INJUNCTIVE RELIEF**

DEMAND FOR JURY TRIAL

1 Ines Burgos, a New York resident (“Ms. Burgos”), and Mongkol Mahavongtrakul, a
2 California resident (“Mr. Mahavongtrakul”) (collectively “Plaintiffs”), individually and on behalf
3 of other similarly situated individuals, allege the following against defendant Sunvalleytek
4 International, Inc. (“Sunvalleytek” or “Defendant”), upon personal knowledge as to themselves
5 and their own acts and upon information and belief – based upon, *inter alia*, the investigation made
6 by their attorneys – as to all other matters, as follows:

7 **INTRODUCTION**

8 1. In recent years, consumers have become increasingly dependent on portable
9 electronic devices like smart phones, tablets, and laptop computers (“PED”). PEDs have made it
10 convenient for consumers to constantly stay in communication with colleagues, friends, and loved
11 ones, and to immediately access information. However, like any electronic device, PEDs require
12 power and their internal batteries must be periodically recharged.

13 2. To address the needs of consumers to use PEDs during travel, or when the consumer
14 otherwise lacks access to an electrical outlet, the portable charger industry emerged. A portable
15 charger, often called a power bank (“Power Bank”), is a small, portable power source consumers
16 can use to recharge their PEDs during travel. The greater the capacity of the Power Bank, as is
17 expressed in milliampere-hours (“mAh”), the more times the Power Bank can be used to recharge
18 PEDs before the Power Bank must be recharged itself. Thus, consumers prefer and are willing to
19 pay a premium for Power Banks with higher mAh ratings.

20 3. Sunvalleytek manufactures, markets, and distributes for sale nationwide to
21 consumers a number of Power Banks under the RAVPower label (the “Products”). It does so by
22 prominently representing the Products’ capacities as measured in mAh. Unfortunately for
23 consumers, testing has shown the Products’ actual capacity is substantially lower than what
24 Sunvalleytek represents.

25 4. By deceiving consumers about the Products’ capacity as detailed herein,
26 Sunvalleytek is able to sell more of, and charge more for, the Products than it could if they were
27 labeled accurately. Further, Sunvalleytek is incentivized to mislead consumers to take away
28 market share from competing products, thereby increasing its own sales and profits.

1 Product from Sunvalleytek through Amazon.com. In deciding to purchase the Product, Ms.
2 Burgos read and relied on Sunvalleytek's representations on Amazon.com that the Product's
3 capacity is 26800mAh. Had Ms. Burgos known the truth, that the Product's mAh was really less,
4 she would have not purchased it or would not have been willing to pay as much as she paid for the
5 Product.

6 11. Plaintiff Ms. Burgos frequently uses PEDs during travel and when she otherwise
7 does not have access to an electrical outlet. Ms. Burgos would consider purchasing the Product
8 again if she could trust that Sunvalleytek's representations about its mAh rating were correct going
9 forward, such as if the Product was redesigned to make Sunvalleytek's representations about it
10 correct, and if the price fairly reflected the actual mAh capacity of the battery. She also has a
11 strong interest in ensuring honesty in the marketplace for Power Banks.

12 12. Plaintiff Mongkol Mahavongtrakul is a resident of Martinez, California. On or
13 around October 30, 2016, he purchased the Product in Martinez, California, from Amazon.com.
14 In deciding to purchase the Product, Mr. Mahavongtrakul read and relied on Sunvalleytek's
15 representations that the Product's capacity is 22000mAh. Had Mr. Mahavongtrakul known the
16 truth, that the Product's mAh was really less, he would have not purchased it or would not have
17 been willing to pay as much as he paid for the Product.

18 13. Mr. Mahavongtrakul frequently uses PEDs during travel and when he otherwise
19 does not have access to an electrical outlet. Mr. Mahavongtrakul would consider purchasing the
20 Product again if he could trust that Sunvalleytek's representations about its mAh rating were
21 correct going forward, such as if the Product was redesigned to make Sunvalleytek's
22 representations about it correct, and if the price fairly reflected the actual mAh capacity of the
23 battery. He also has a strong interest in ensuring honesty in the marketplace for Power Banks.

24 14. Defendant Sunvalleytek International, Inc. is a California corporation with its
25 principal place of business at 46724 Lakeview Blvd., Fremont, California 94537. Defendant owns
26 the RAVPower brand. Defendant markets and distributes the Products from California throughout
27 the State of California and the United States.

28

1 **DEFENDANT DECEPTIVELY MARKETS RAVPOWER POWER BANKS.**

2 15. Millions of Americans depend on PEDs to conduct their daily lives. PEDs have
3 made it more convenient for consumers to constantly stay in communication with colleagues,
4 friends, and loved ones, and to immediately access information.

5 16. To address the needs of consumers to power their PEDs during travel, or when they
6 otherwise lack access to an electrical outlet, an industry for Power Banks has emerged. The sale
7 of Power Banks now generates more than \$15 billion in sales each year.

8 17. The most important factor for consumers in choosing a Power Bank is its capacity,
9 which is measured in milliampere-hours, or “mAh.” The higher the mAh, the greater the number
10 of times a Power Bank can be used to recharge PEDs before the Power Bank itself must be
11 recharged. Consumers thus have a strong preference for, and pay more for, Power Banks with a
12 higher mAh. Accordingly, for most Power Banks, the mAh rating is featured prominently in the
13 product’s advertising.

14 18. Defendant manufactures, markets, and distributes for sale nationwide to consumers
15 a number of Power Banks under the RAVPower label. Defendant sells the Products directly from
16 its website, through Amazon.com, and through other retailers. Everywhere the Products are sold,
17 at the point of sale and on the Products’ packaging, Defendant prominently represents the
18 Products’ capacity as measured in mAh.

19 19. Unfortunately, testing has shown that Defendant has substantially inflated the
20 Products’ mAh ratings. Plaintiffs tested RAVPower Power Banks (the same models the Plaintiffs
21 purchased) using a skilled and experienced testing company. The results are represented in the
22 table below.

23

Plaintiff	Capacity Represented (in mAh)	Actual Capacity (in mAh)
Ines Burgos	26800	9860
Mongkol Mahavongtrakul	22000	13354

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1 as well as any of Defendant’s officers, directors, or employees;
2 officers, directors, or employees of any entity in which Defendant
3 currently has or has had a controlling interest; and Defendant's legal
4 representatives, heirs, successors, and assigns.

5 25. Additionally, Plaintiffs brings this action pursuant to Rule 23 of the Federal Rules
6 of Civil Procedure on behalf of themselves and similarly situated individuals within certain States
7 (the “Multi-State Class”), defined as follows:

8 All consumers who purchased the Products in California, Florida,
9 Illinois, Massachusetts, Michigan, New Jersey, New York, North
10 Carolina, Ohio, and Washington. Excluded from the Multi-State
11 Class are any of Defendant’s officers, directors, or employees;
12 officers, directors, or employees of any entity in which Defendant
13 currently has or has had a controlling interest; and Defendant’s legal
14 representatives, heirs, successors, and assigns.

15 The Nationwide Class, California Class, New York Class, and Multi-State Class are referred to
16 collectively as the “Classes.”

17 26. At this time, Plaintiffs do not know the exact number of members of the Classes;
18 however, based on Defendant’s sales, market research, and publicly available information
19 Plaintiffs believe that the number of members of each of the Classes are so numerous that joinder
20 of all members is impractical.

21 27. Questions of law and fact common to the members of the Nationwide Class and the
22 California Class that predominate over questions that may affect individual members include:

- 23 (a) whether Defendant misrepresented the Products’ mAh ratings;
- 24 (b) whether Defendant’s conduct was unfair and/or deceptive;
- 25 (c) whether Defendant has been unjustly enriched as a result of the unlawful,
26 fraudulent, and unfair conduct alleged in this Complaint such that it would be
27 inequitable for Defendant to retain the benefits conferred upon Defendant by
28 Plaintiffs and the members of the Class;
- (d) whether Defendant’s conduct constitutes a breach of express warranty;
- (e) whether, in violation of California Civil Code § 1770(a)(9), Defendant
advertised the Products with the intent not to sell them as advertised;

- 1 (f) whether, in violation of California Civil Code §1770(a)(5), Defendant
- 2 represented that the Products had characteristics, uses, or benefits that they did
- 3 not have;
- 4 (g) whether, in violation of California Civil Code §1770(a)(7), Defendant
- 5 represented that the Products were of a particular standard, quality or grade
- 6 when they were of another;
- 7 (h) whether Defendant is subject to liability for violating California's Consumers
- 8 Legal Remedies Act;
- 9 (i) whether Defendant has violated California's False Advertising Law, Cal. Bus.
- 10 & Prof. Code §§ 17500-17536;
- 11 (j) whether Defendant has violated California's Unfair Competition Law, Cal. Bus.
- 12 & Prof. Code §§ 17200-17210;
- 13 (k) whether the Class is entitled to an award of restitution pursuant to California
- 14 Business and Professions Code § 17203;
- 15 (l) whether Plaintiffs and the Class have sustained damages with respect to the
- 16 common law claims asserted, and if so, the proper measure of their damages.

17 28. Questions of law and fact common to the members of the New York Class that
18 predominate over questions that may affect individual members include the questions in paragraph
19 27 (a) - (d), and (l).

- 20 (a) whether, in violation of § 349 of the New York General Business Law
- 21 (“GBL”), Defendant engaged in deceptive acts or practices; and
- 22 (b) whether, in violation of GBL § 350, Defendant engaged in false advertising.

23 29. With respect to the Multi-State Class, questions in paragraphs 27 and 28
24 predominate.

25 30. Plaintiff Mahavongtrakul’s claims are typical of those of the Nationwide,
26 California and Multi-State Classes, because, like all members of the Nationwide, California and
27 Multi-State Classes, he purchased, in a typical consumer setting, Defendant’s Product bearing the
28 claim that its capacity is greater than it really is.

1 31. Plaintiff Burgos’s claims are typical of those of the Nationwide, New York and
2 Multi-State Classes, because, like all members of the Nationwide, New York and Multi-State
3 Classes, she purchased, in a typical consumer setting, Defendant’s Product bearing the claim that
4 its capacity is greater than it really is.

5 32. Plaintiffs will fairly and adequately protect the interests of the Classes, and have
6 retained counsel that is experienced in litigating complex consumer products class actions.
7 Plaintiffs have no interests which conflict with those of the Classes.

8 33. A class action is superior to other available methods for the fair and efficient
9 adjudication of this controversy.

10 34. No member of the Classes has a substantial interest in individually controlling the
11 prosecution of a separate action. The damages for each individual member of the Classes likely
12 will be relatively small, especially given the burden and expense of individual prosecution of the
13 complex litigation necessitated by Defendant’s conduct. Thus, it would be virtually impossible
14 for them individually to effectively redress the wrongs done to them.

15 35. The prerequisites to maintaining a class action for injunctive or equitable relief are
16 met as Defendant has acted or refused to act on grounds generally applicable to the members of
17 the Classes, thereby making appropriate final injunctive or equitable relief with respect to the
18 Classes as a whole.

19 36. The prosecution of separate actions by members of the Classes would create a risk
20 of establishing inconsistent rulings and/or incompatible standards of conduct for Defendant. For
21 example, one court might enjoin Defendant from performing the challenged acts, whereas another
22 might not. Additionally, individual actions could be dispositive of the interests of the members of
23 the Classes even where certain members of the Classes are not parties to such actions.

24 37. Defendant’s conduct is generally applicable to the Classes as a whole and Plaintiffs
25 seek, inter alia, equitable remedies with respect to the Classes. As such, Defendant’s systematic
26 policies and practices make declaratory relief with respect to the Classes as a whole appropriate.
27
28

CAUSES OF ACTION

COUNT I

**(Unfair and Deceptive Acts and Practices in
Violation of the California Consumers Legal Remedies Act,
on Behalf of the Nationwide Class and California Class)**

38. Plaintiffs incorporate by reference and reallege herein all paragraphs alleged above.

39. This cause of action is brought pursuant to California’s Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750-1785 (the “CLRA”).

40. The Plaintiffs and the other members of the Nationwide Class and California Class are “consumers,” as the term is defined by California Civil Code § 1761(d), because they bought the Products for personal, family, or household purposes.

41. The Plaintiffs, the other members of the Nationwide Class and California Class, and Defendant have engaged in “transactions,” as that term is defined by California Civil Code §1761(e).

42. The conduct alleged in this Complaint constitutes unfair methods of competition and unfair and deceptive acts and practices for the purpose of the CLRA, and the conduct was undertaken by Defendant in transactions intended to result in, and which did result in, the sale of goods to consumers.

43. As alleged more fully above, Defendant has violated the CLRA by falsely representing to the Plaintiffs and the other members of the Nationwide Class and California Class that the Products’ capacity is greater than it actually is.

44. As a result of engaging in such conduct, Defendant has violated California Civil Code §§ 1770(a)(5), 1770(a)(7), and 1770(a)(9).

45. Pursuant to California Civil Code § 1780(a)(2) and (a)(5), the Plaintiffs seek an order of this Court that includes, but is not limited to, an order requiring Defendant to remove and/or refrain from making representations that the Products’ capacity is greater than it actually is.

46. The Plaintiffs and the Nationwide Class and California Class may be irreparably harmed and/or denied an effective and complete remedy if such an order is not granted.

1 53. As alleged more fully above, Defendant has falsely advertised the Products by
2 falsely claiming that the Products’ capacity is greater than it really is.

3 54. At all material times, Defendant engaged in a scheme of offering the Products for
4 sale to Plaintiffs and the other members of the Nationwide Class and California Class by way of
5 distributing within the State of California to the public, *inter alia*, commercial marketing and
6 advertising, the World Wide Web (Internet), the Products’ packaging and labeling, and other
7 promotional materials and offered for sale of the Products on a nationwide basis, including in
8 California.

9 55. The misrepresentations and non-disclosures by Defendant of the material facts
10 detailed above constitute false and misleading advertising, and therefore constitute a violation of
11 the False Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500, *et seq.*

12 56. Said advertisements and inducements were made within and from the State of
13 California and come within the definition of advertising contained in the FAL in that such
14 promotional materials were intended as inducements to purchase the Products and are statements
15 disseminated by Defendant to Plaintiffs and the other Nationwide Class and California Class
16 members that were intended to reach Plaintiffs and the other Nationwide Class and California
17 Class members. Defendant knew, or in the exercise of reasonable care should have known, that
18 these representations were misleading and deceptive.

19 57. The above acts of Defendant did and were likely to deceive reasonable consumers,
20 including Plaintiffs and the other members of the Nationwide Class and California Class, by
21 misrepresenting the capacity of the Products, in violation of the “false” and “misleading” prongs
22 of the FAL.

23 58. Plaintiffs and the other members of the Nationwide Class and California Class have
24 suffered injury in fact and have lost money or property as a result of Defendant’s violations of Cal.
25 Bus. & Prof. Code § 17500 *et seq.*

26 59. Pursuant to California Business and Professions Code §§ 17203 and 17535,
27 Plaintiffs and the Nationwide Class and California Class seek an order of this Court that includes,
28 but is not limited to, an order requiring Defendant to remove and/or refrain from making

1 representations on the Products’ packaging and in its advertising that the Products’ capacity is
2 greater than it really is.

3 **COUNT III**
4 **(Violation of California’s Unfair Competition Law,
5 on Behalf of the Nationwide Class and California Class)**

6 60. Plaintiffs incorporate by reference and reallege herein all paragraphs alleged above.

7 61. By committing the acts and practices alleged herein, Defendant has violated
8 California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200-17210, as to the
9 Class as a whole, by engaging in unlawful, fraudulent, and unfair conduct.

10 62. Defendant has violated the UCL’s proscription against engaging in *unlawful*
11 conduct as a result of:

12 (a) its violations of the CLRA, Cal. Civ. Code § 1770(a)(5), (a)(7), and (a)(9), as
13 alleged above; and

14 (b) its violations of the FAL, Cal. Bus. & Prof. Code § 17500 *et seq.*, as alleged
15 above.

16 63. Defendant’s acts and practices described above also violate the UCL’s proscription
17 against engaging in fraudulent conduct.

18 64. As more fully described above, Defendant’s false and misleading marketing,
19 advertising, packaging, and labeling of the Products is likely to deceive reasonable consumers.
20 Indeed, Plaintiffs and the Nationwide Class and California Class were unquestionably deceived
21 regarding the capacity of the Products, as Defendant’s marketing, advertising, packaging, and
22 labeling of the Products misrepresent and/or omit the true facts concerning the benefits of the
23 Products. Said acts are fraudulent business practices.

24 65. Defendant’s acts and practices described above also violate the UCL’s proscription
25 against engaging in *unfair* conduct.

26 66. Plaintiffs and the Nationwide Class and California Class suffered a substantial
27 injury by virtue of buying the Products that they would not have purchased absent Defendant’s
28 unlawful, fraudulent, and unfair marketing, advertising, packaging, and labeling or by virtue of

1 paying an excessive premium price for the unlawfully, fraudulently, and unfairly marketed,
2 advertised, packaged, and labeled Products.

3 67. There is no benefit to consumers or competition from the deceptive marketing and
4 labeling of the Products, which Defendant misrepresents as having a greater capacity than they
5 actually do.

6 68. Plaintiffs and the Nationwide Class and California Class had no way of reasonably
7 knowing that the Products they purchased were not as marketed, advertised, packaged, or labeled.
8 Thus, they could not have reasonably avoided the injury each of them suffered.

9 69. The gravity of the consequences of Defendant's conduct as described above
10 outweighs any justification, motive, or reason therefore, particularly considering the available
11 legal alternatives that exist in the marketplace, and such conduct is immoral, unethical,
12 unscrupulous, offends established public policy, or is substantially injurious to Plaintiffs and the
13 other members of the Nationwide Class and California Class.

14 70. Defendant's violations of the UCL continue to this day.

15 71. Pursuant to California Business and Professions Code § 17203, Plaintiffs and the
16 Nationwide Class and California Class seek an order of this Court that includes, but is not limited
17 to, an order requiring Defendant to:

- 18 (a) remove and/or refrain from making representations that the Products' capacity
19 is greater than it really is;
20 (b) provide restitution to Plaintiffs and the Nationwide Class and California Class;
21 (c) disgorge all revenues obtained as a result of violations of the UCL; and
22 (d) pay Plaintiffs' and the Nationwide Class and California Class' attorneys' fees
23 and costs.

24 **COUNT IV**

25 **(Violation of New York General Business Law § 349,
26 on Behalf of the New York Class)**

27 72. Plaintiffs incorporate by reference and reallege herein all paragraphs alleged
28 above.

73. Defendant engaged in false and misleading marketing concerning the Products.

1 irreparably harmed unless the unlawful actions of Defendant are enjoined, in that Defendant will
2 continue to falsely and misleadingly advertise the capacity of the Products. Towards that end,
3 New York Plaintiff and the New York Class request an order granting them injunctive relief in the
4 form of an order prohibiting Defendant from misrepresenting the Products' capacity.

5 82. In this regard, Defendant has violated, and continues to violate, GBL § 350, which
6 makes false advertising unlawful. As a direct and proximate result of Defendant's violation of
7 GBL § 350 as described above, New York Plaintiff and the other members of the New York Class
8 have suffered damages based on the price premium Defendant can and does charge as a result of
9 its misrepresentations and deceptive conduct in an amount to be determined at trial.

10 83. Wherefore New York Plaintiff, on behalf of the New York Class, prays for relief
11 as set forth herein.

12 **COUNT VI**

13 **(Violation of Materially Identical State Consumer Protection Statutes,
14 on Behalf of the Multi-State Class)**

14 84. Plaintiffs incorporate by reference and reallege herein all paragraphs alleged above.

15 85. Defendant is engaged in "trade" and "commerce" as it distributes the Products to
16 retail stores for sale to consumers within this and each of the states listed below.

17 86. Defendant's representation regarding the capacity of the Products was material to
18 a reasonable consumer and likely to affect consumer decisions and conduct.

19 87. Defendant has used and employed unfair methods of competition and unfair or
20 deceptive acts or practices in the conduct of trade or commerce.

21 88. Defendant's acts and practices are immoral, unethical, oppressive and
22 unscrupulous.

23 89. Defendant's conduct is substantially injurious to consumers. Such conduct has, and
24 continues to cause, substantial injury to consumers because consumers would not have paid such
25 a high price for the Products but for Defendant's false promotion of the Product's electrical storage
26 capacity. Consumers have thus overpaid for the Products and such injury is not outweighed by
27 any countervailing benefits to consumers or competition.
28

1 90. No benefit to consumers or competition results from Defendant’s conduct. Since
2 reasonable consumers are deceived by Defendant’s representations of the Products and they were
3 injured as a result, consumers could not have reasonably avoided such injury.

4 91. The foregoing unfair and deceptive practices directly, foreseeably and proximately
5 caused Plaintiffs and the Multi-State Class to suffer an ascertainable loss when they paid a
6 premium for the Products.

7 92. The practices discussed above all constitute unfair competition or unfair,
8 unconscionable, deceptive, or unlawful acts or business practices in violation of at least the
9 following state consumer protection statutes:¹

- 10 (a) **California Consumer Legal Remedies Act**, Cal. Civ. Code § 1750, *et seq.*,
- 11 (b) **California Unfair Competition Law**, Cal. Bus. & Prof. Code § 17200, *et seq.*;
- 12 (c) **Florida Deceptive and Unfair Trade Practices Act**, Fla. Stat. § 501.201, *et*
13 *seq.*;
- 14 (d) **Illinois Consumer Fraud and Deceptive Business Practices Act**, 815 Ill.
15 Comp. Stat. § 505/1, *et seq.*;
- 16 (e) **Massachusetts Regulation of Business Practices for Consumers’ Protection**
17 **Act**, Mass. Gen. Laws Ann. ch. 93A, § 1 *et seq.*;
- 18 (f) **Michigan Consumer Protection Act**, Mich. Comp. Laws § 445.901 *et seq.*;
- 19 (g) **New Jersey Consumer Fraud Act**, N.J. Stat. Ann. § 56:8-1, *et seq.*;
- 20 (h) **New York Deceptive Acts and Practices Act**, N.Y. Gen. Bus. Law § 349, *et*
21 *seq.*;
- 22 (i) **North Carolina Unfair and Deceptive Trade Practices Act**, N.C. Gen. Stat.
23 § 75-1.1(a).
- 24 (j) **Ohio’s Consumers Sales Practice Act**, Ohio Revised Code § 1345, *et seq.*
- 25 (k) **Washington Consumer Protection Act**, Wash. Rev. Code § 19.86.010, *et*
26 *seq.*;

27 _____
28 ¹ There is no material conflict between these state statutes because these state statutes (1) do not
require reliance by unnamed class members; (2) do not require scienter; and (3) allow class actions.

1 93. The foregoing unfair and deceptive practices directly, foreseeably and proximately
2 caused Plaintiffs and the Multi-State Class to suffer an ascertainable loss when they paid a
3 premium for the Products over comparable products.

4 94. Plaintiffs and the Multi-State Class are entitled to recover damages and other
5 appropriate relief, as alleged below.

6 **COUNT VII**
7 **(Breach of Express Warranty on Behalf**
8 **of the Classes)**

9 95. Plaintiffs incorporate by reference and reallege herein all paragraphs alleged above.

10 96. Defendant's representations regarding the Products' capacity constitute
11 affirmations of fact.

12 97. Defendant's representations that the Products' capacity is greater than it really is
13 relates to the goods and became part of the basis of the bargain between Defendant and purchasers
14 of the Products.

15 98. Plaintiffs and members of the Classes purchased the Products, believing that they
16 conformed to the express warranties.

17 99. As set forth in the paragraphs above, Defendant's statements concerning the
18 Products are false.

19 100. All conditions precedent to Defendant's liability under the above-referenced
20 contract have been performed by Plaintiffs and the other members of the Classes.

21 101. Defendant breached its express warranties about the Products because, as alleged
22 above, the Products' capacity was lower than Defendant represented. Defendant therefore
23 breached the applicable state statutes and common law.

24 102. As a result of Defendant's breaches of express warranty, Plaintiffs and the other
25 members of the Classes were damaged in the amount of the purchase price they paid for the
26 Products, or in the amount they paid based upon the misrepresentations, in amounts to be proven
27 at trial.
28

- 1 F. An order enjoining Defendant’s unlawful and deceptive acts and practices, pursuant to
2 California Business and Professions Code §§ 17203 and 17535, to remove and/or
3 refrain from using representations on Defendant’s Products that the Products’ capacity
4 is greater than it really is;
- 5 G. Equitable and monetary relief pursuant to California Civil Code § 1780;
- 6 H. Injunctive relief for members of the New York Subclass pursuant to GBL §§ 349 and
7 350, without limitation;
- 8 I. Monetary damages, injunctive relief, and statutory damages in the maximum amount
9 provided by law;
- 10 J. Punitive damages in accordance with proof and in an amount consistent with applicable
11 precedent;
- 12 K. An order awarding Plaintiffs and the other members of the Classes the reasonable costs
13 and expenses of suit, including their attorneys’ fees; and
- 14 L. Any further relief that the Court may deem appropriate.

15 **JURY TRIAL DEMANDED**

16 Plaintiffs demand a trial by jury for all claims so triable.

17
18 Respectfully submitted,

19 **FINKELSTEIN, BLANKINSHIP,**
20 **FREI-PEARSON & GARBER, LLP**

21 DATED: February 1, 2019

By: /s/ D. Greg Blankinship

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DATED: February 1, 2019

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ATTESTATION PURSUANT TO CIVIL LOCAL RULE 5-1(i)(3)

I, D. Greg Blankinship, attest that concurrence in the filing of this document has been obtained from the other signatories. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 1st day of February, 2019, at White Plains, New York.

/s / D. Greg Blankinship
D. Greg Blankinship