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Jonas B. Jacobson (Cal. Bar No. 269912)  
jonas@dovel.com  
Simon Franzini (Cal. Bar No. 287631)  
simon@dovel.com  
DOVEL & LUNER, LLP  
201 Santa Monica Blvd., Suite 600  
Santa Monica, California 90401  
Telephone: (310) 656-7066  
Facsimile: (310) 656-7069

Kevin Kneupper, Esq. (CA SBN 325413)  
kevin@kneuppercovey.com  
A. Cyclone Covey, Esq. (CA SBN 335957)  
cyclone@kneuppercovey.com  
KNEUPPER & COVEY, PC  
17011 Beach Blvd., Ste. 900  
Huntington Beach, CA 92647-5998  
Tel: (512) 420-8407

*Attorneys for Plaintiffs*

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

ANTONIO MCKINNEY, individually and on  
behalf of all others similarly situated,  
*Plaintiffs,*  
  
v.  
  
CORSAIR GAMING, INC.,  
  
*Defendant.*

Case No.  
  
CLASS ACTION COMPLAINT  
  
DEMAND FOR JURY TRIAL

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1 **Introduction**

2 1. Corsair sells premium, high-speed computer memory. Its typical customers are  
3 computer gamers interested in improving the performance of their games.

4 2. The most important measure of memory performance is the speed at which it  
5 transfers data (measured in megahertz, or MHz). On its packaging and in its ads, Corsair  
6 advertises that its memory runs at specific, high MHz speeds (e.g., “3600 MHz”). Corsair’s ads  
7 do not qualify these representations.

8 3. Consumers reasonably believe that Corsair’s memory will run at these advertised  
9 speeds. But in reality, the memory does not and cannot run at these advertised speeds out of the  
10 box. Trying to get Corsair memory to run at the advertised speed requires altering your  
11 computer’s firmware to attempt to make the memory run at higher than standard speeds. This is  
12 known as “overclocking.” And “overclocking” often does not work. There is a substantial risk  
13 that attempts to “overclock” will fail and the memory will not achieve the advertised speed at all,  
14 or will not run stably. As a Corsair employee has admitted, overclocking is really a “lottery.”  
15 But Corsair’s memory packaging and ads do not disclose any of this to consumers.

16 4. Corsair has made tens of millions of dollars (or more) by deceptively advertising  
17 its high-speed memory products.

18 5. Plaintiff brings this case individually and for all consumers who purchased  
19 Corsair’s high-speed memory products in the United States.

20 **The Parties**

21 6. Plaintiff is a citizen of California. He is domiciled in Moreno Valley, California.  
22 The proposed class includes citizens of most (or potentially all) states.

23 7. Defendant Corsair Gaming, Inc. is a citizen of California and Delaware. Corsair’s  
24 headquarters and principal place of business are at 47100 Bayside Pkwy, Fremont, California  
25 94538. It is incorporated in Delaware.

**Jurisdiction and Venue**

8. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2). The matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and is a class action in which one or more members of the proposed class are citizens of a state different from Defendant.

9. This Court has personal jurisdiction over Defendant because Defendant’s principal place of business is in California.

10. Venue is proper under 28 U.S.C. § 1391(b)(1) & (2), because Defendant resides in this District (at its Fremont headquarters) and because a substantial part of Defendant’s conduct giving rise to the claims occurred in this District.

**Pleaded Facts**

**I. Corsair’s ads promise that its memory will run at the advertised speed out of the box, and that it will do so reliably. These representations are not qualified.**

11. Corsair markets and sells high-end PC computer systems, components, and accessories. Corsair markets its products to computer gamers who want to improve the performance of their games.

12. One of Corsair’s flagship products is its high-speed computer memory (RAM) sticks, including the “Vengeance” and “Dominator” lines (collectively, “Corsair High-Speed Memory”). These memory sticks can be plugged into the memory slots of a PC.



1 13. Corsair’s advertisements highlight the specific speeds of its High-Speed Memory.  
2 Memory speed means how fast the memory can transfer data, and it is measured in units of  
3 Megahertz (MHz). The more MHz, the purportedly faster the memory and the higher the  
4 performance.

5 14. Corsair’s packaging and other advertisements state that its memory runs at  
6 specific, high-MHz speeds.

7 15. To start, Corsair’s packaging lists the speed (in MHz) on the front. For example,  
8 here is the package for the “Vengeance RGB Pro” stick, which advertises (in the top-right  
9 corner) that the stick operates at “3200 MHz”:



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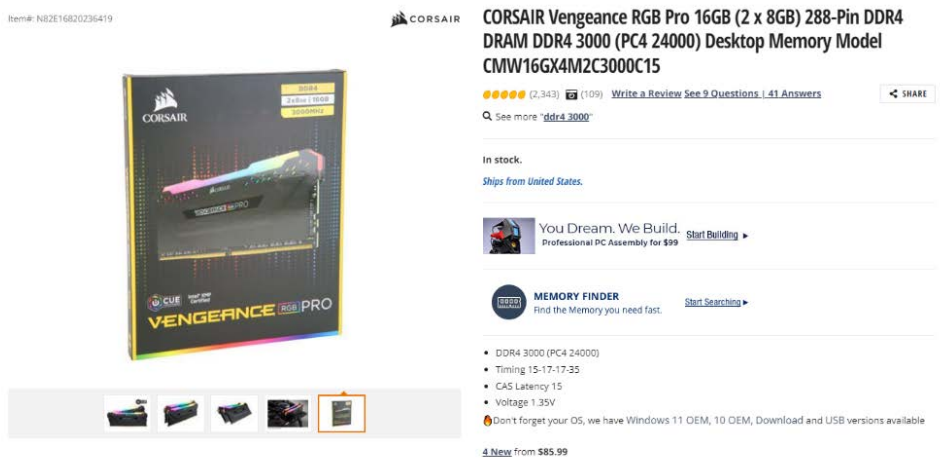
1 16. There is nothing on the box, or in the box, that qualifies this “3200MHz”  
2 statement.

3 17. In addition to selling in physical stores, Corsair sells its memory through online  
4 vendors and its website. Like the product boxes, Corsair’s online ads prominently state the  
5 specific “MHz” speed of the memory (in multiple places).

6 18. For example, here is an Amazon listing for Dominator “3600 MHz” memory.  
7 This listing is from the “Corsair Store” on Amazon: <sup>1</sup>



16 19. And here is a Newegg listing for Vengeance “3000 MHz” memory: <sup>2</sup>



26 <sup>1</sup> [https://www.amazon.com/CORSAIR-Dominator-Platinum-PC4-28800-Optimized/dp/B08TC4WSRC/ref=sr\\_1\\_5?keywords=corsair+dominator+memory&qid=1639183148&s=electronics&sr=1-5](https://www.amazon.com/CORSAIR-Dominator-Platinum-PC4-28800-Optimized/dp/B08TC4WSRC/ref=sr_1_5?keywords=corsair+dominator+memory&qid=1639183148&s=electronics&sr=1-5)

27 <sup>2</sup> <https://www.newegg.com/corsair-16gb-288-pin-ddr4-sdram/p/N82E16820236419>

1 20. Corsair’s website has similar ads. For example, here is an ad for Dominator “3600  
2 MHz” memory: <sup>3</sup>

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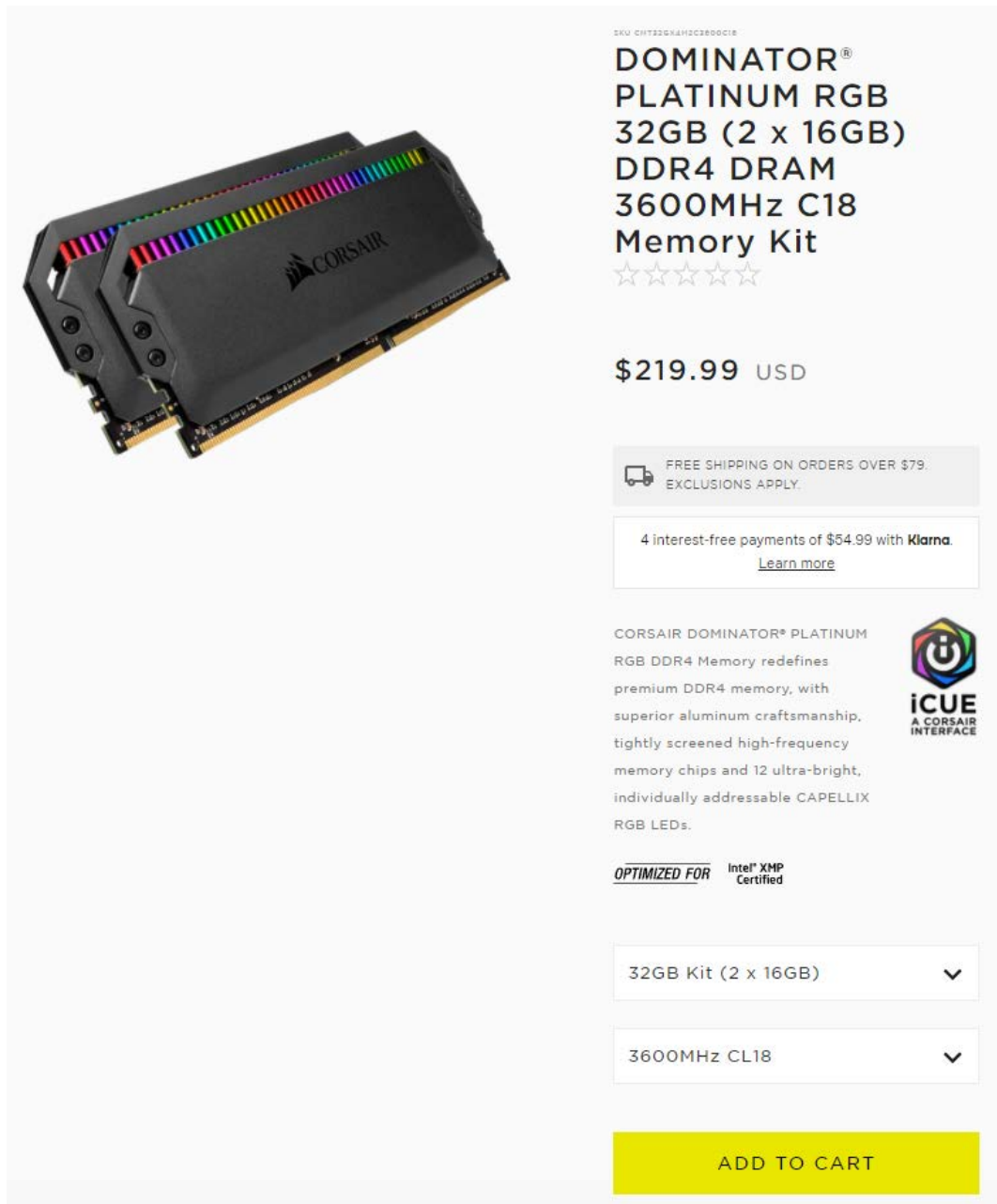
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SKU: CMT32GX4M2C3600C18

**DOMINATOR®  
PLATINUM RGB  
32GB (2 x 16GB)  
DDR4 DRAM  
3600MHz C18  
Memory Kit**

☆☆☆☆☆

**\$219.99 USD**

FREE SHIPPING ON ORDERS OVER \$79.  
EXCLUSIONS APPLY.

4 interest-free payments of \$54.99 with Klarna.  
[Learn more](#)

CORSAIR DOMINATOR® PLATINUM  
RGB DDR4 Memory redefines  
premium DDR4 memory, with  
superior aluminum craftsmanship,  
tightly screened high-frequency  
memory chips and 12 ultra-bright,  
individually addressable CAPELLIX  
RGB LEDs.

ICUE  
A CORSAIR  
INTERFACE

OPTIMIZED FOR Intel® XMP  
Certified

32GB Kit (2 x 16GB) ▼

3600MHz CL18 ▼

**ADD TO CART**

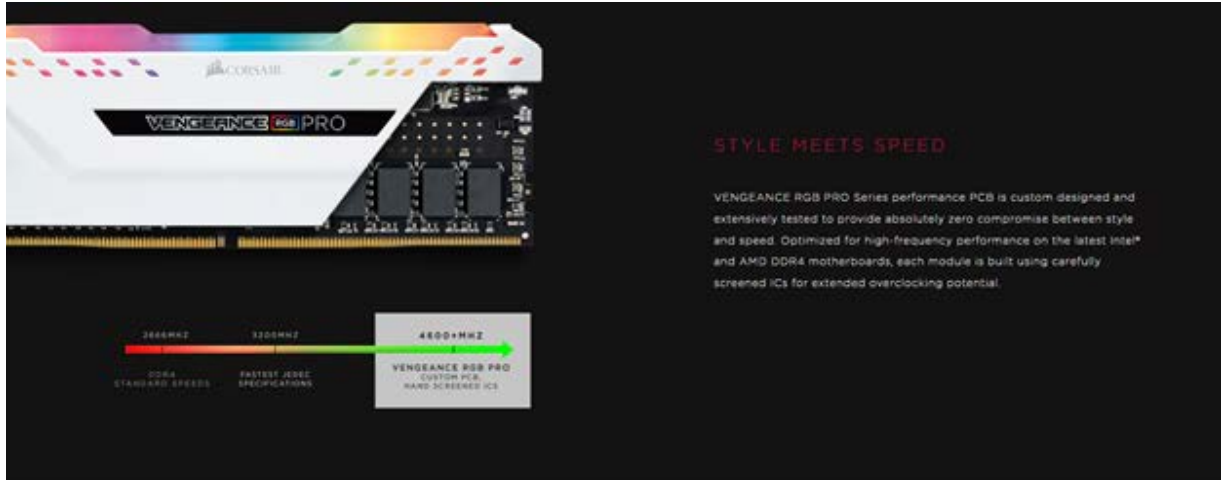
27 <sup>3</sup> [https://www.corsair.com/us/en/Categories/Products/Memory/DOMINATOR-PLATINUM-  
28 RGB/p/CMT32GX4M2C3600C18](https://www.corsair.com/us/en/Categories/Products/Memory/DOMINATOR-PLATINUM-RGB/p/CMT32GX4M2C3600C18)

21. Corsair also pervasively distributes other ads that highlight the speed and reliability of its High-Speed Memory. For example, the ads below appear across Amazon, Newegg, and Corsair’s website.<sup>4</sup> These ads claim that Vengeance memory runs at higher than “standard” speeds and promise that the memory is “optimized” for overclocking on the latest Intel and AMD motherboards (Intel and AMD together account for the vast majority of the U.S. chip market). The term “overclocking” refers to running computer components (like memory) at higher than standard speeds.



<sup>4</sup> <https://www.amazon.com/CORSAIR-Vengeance-3200MHz-Desktop-Memory/dp/B07D1XCKWW>; <https://www.newegg.com/corsair-64gb-288-pin-ddr4-sdram/p/N82E16820236601>; <https://www.corsair.com/us/en/vengeance-rgb-pro-memory>





22. The examples above are representative of Corsair’s advertising. In sum, Corsair’s ads promise specific high-speeds and reliability and are pervasively disseminated across purchasing channels. Because these promises are consistent and pervasively disseminated, every consumer purchasing Corsair High-Speed Memory encounters substantially similar or identical promises.

23. To a reasonable consumer that buys Corsair High-Speed Memory, Corsair’s ads indicate that the memory will run at the stated speed out of the box (i.e., that the stated speed was the default speed), and that it will do so reliably across platforms.

24. This is the plain meaning of Corsair’s ads, which (a) state the speed unequivocally and without qualification and (b) expressly promise reliability across platforms (AMD and Intel).

25. This is also what consumers reasonably understand memory speeds to indicate, based on typical memory purchases. Typically, consumers buy memory as part of a complete computer purchase from a PC maker like Dell or HP. And when the PC arrives, the memory is already running at the stated speed. In addition, when a consumer buys aftermarket memory (e.g., to add more memory or replace broken memory) it is typical to purchase common, standard speed memory (e.g., memory that runs at the 2133 MHz standard), which runs at the stated speed reliably and out of the box. For example, a consumer can buy 2133 MHz memory from Dell that runs at this standard speed out of the box.

1           26.     A reasonable consumer would also expect that, if there were important  
2 qualifications about the promised speed, Corsair would make this clear. For example, if  
3 Corsair’s High-Speed Memory was only able to operate at the advertised speed after altering the  
4 computer’s firmware, this is something a reasonable consumer would want to know, and expect  
5 Corsair to clearly disclose. And if there is a substantial risk that the memory will not run at the  
6 advertised speed, or will not run stably, this is something a reasonable consumer would also want  
7 to know, and expect Corsair to clearly disclose. But as illustrated above, Corsair’s  
8 advertisements contain no such qualifications.

9 **II.     In reality, trying to get the advertised speed requires altering the PC firmware. And**  
10 **there is a substantial risk that attempts to get the memory to run at the advertised**  
11 **speed will fail.**

12           27.     In reality, Corsair’s memory sticks do not operate at the advertised speed out of  
13 the box, i.e., when plugged into a computer. Rather, they operate at a lower speed. For example,  
14 the default speed for both the “Vengeance RGB Pro” stick (advertised at 3200 MHz) and  
15 “Dominator Platinum RGB” stick (advertised at 3600 MHz) is the standard JEDEC speed of  
16 2133 MHz. In this case, if a consumer buys these sticks, expecting to achieve the advertised  
17 speed, and plugs them into his or her computer without doing anything else, the memory only  
18 runs at a speed of 2133 MHz.

19           28.     Corsair’s ads do not alert consumers that the stick will operate at a lower speed  
20 than advertised out of the box. Nor is a difference in speed clearly observable when performing  
21 most computer functions. Rather, users must go into their computer settings to find out their  
22 RAM speed. The result is that a user can purchase Corsair High-Speed Memory, plug it into a  
23 computer, and get the same speed they were getting before, without ever knowing the difference.

24           29.     Also, if a consumer realizes that their memory is running slower than advertised,  
25 they must attempt to “overclock” it to achieve the advertised speed. Overclocking means  
26 changing their computer’s firmware to make the computer push its components beyond their  
27 standard operating speeds.

1 30. In a blog post, a Corsair employee candidly describes the difficulties and risks of  
2 overclocking computer components. He admits that successfully overclocking hardware is a  
3 “lottery” and admits that, despite “people in forums” saying that overclocking components is  
4 “reliable,” the truth is that “you’re really playing the odds.”<sup>5</sup>

5 31. What Corsair’s employee admits is true. As described next, overclocking  
6 memory requires altering the PC’s firmware. And it carries a substantial risk that the memory  
7 will not run at the advertised speed or will not run stably at this speed. But Corsair never  
8 discloses this on the packaging or its ads. And a reasonable consumer does not, and should not  
9 be expected to, dig up Corsair employee blog posts before purchasing.

10 **A. Attempting to obtain the advertised speeds requires altering PC firmware.**

11 32. Overclocking memory requires adjusting a computer’s Basic Input/Output System  
12 (BIOS) or Unified Extensible Firmware Interface (UEFI) settings. A computer’s BIOS or UEFI  
13 is the program that governs the fundamental mechanisms by which the computer turns on and  
14 operates. On many computers, accessing the BIOS or UEFI settings involves restarting the  
15 computer and repeatedly pressing a designated keyboard button (which varies by computer  
16 brand) during a brief window of time after the computer turns on.

17 33. Once the user has accessed the BIOS or UEFI settings, the user must locate the  
18 setting for the RAM frequency (its MHz speed) and increase the RAM frequency to the desired  
19 speed. For example, to try to achieve the advertised speed on a Dominator 3600 MHz stick, the  
20 user must increase the frequency to 3600 MHz.

21 34. In addition to changing the frequency, overclocking often requires changing  
22 multiple memory “timing” settings, which interact with the frequency settings.

23 35. Also, because running the RAM at higher speeds requires additional power,  
24 overclocking can also require increasing the voltage settings.

25 36. On certain Intel computer systems, the BIOS has an “XMP” (Extreme Memory  
26 Profile) setting that will set the various memory parameters to predetermined profiles. While

27 \_\_\_\_\_  
28 <sup>5</sup> <https://www.corsair.com/us/en/blog/corsair-overclocking-guide-part-1-the-cpu>

1 this simplifies configuration, it still requires altering the BIOS, and these settings are only  
2 available on certain motherboards.

3 37. Altering the computer’s firmware in this way poses material risks to the  
4 functionality of the computer system, as well as to the memory sticks themselves. Some  
5 examples include reducing computer system stability, causing crashes, overheating system  
6 components, and causing system components to degrade more quickly.

7 38. Because of the risks associated with overclocking, overclocking can void  
8 warranties on important components of the computer. Intel’s website states, “[a]ltering clock  
9 frequency or voltage may void any product warranties and reduce stability, security,  
10 performance, and life of the processor and other components.”<sup>6</sup>

11 **B. There is a substantial risk that the memory will not run at the advertised**  
12 **speed or will not run stably at this speed.**

13 39. As Corsair’s employee admits, successfully overclocking computer components is  
14 a “lottery.”

15 40. There is a substantial risk that the user’s particular combination of other computer  
16 components (like the processor and other motherboard components) simply cannot support  
17 overclocking at the advertised speed. Memory interacts with other components in complex ways  
18 and overclocking is sensitive to this. If the combination of components is not optimal, the  
19 memory will not run at the advertised speed or it will run unstably (causing software glitches or  
20 system crashes).

21 41. Beyond this, there is a substantial risk that a regular consumer will not be able to  
22 find the precise combination of frequency, timing, and voltage needed to achieve the advertised  
23 speeds.

24 42. This is why online forums are replete with complaints from users that they cannot  
25 achieve the advertised speeds (or cannot do so stably). For example, here are some  
26 representative complaints:

27 \_\_\_\_\_

28 <sup>6</sup> <https://www.intel.com/content/www/us/en/support/articles/000005494/processors.html>

1 Corsair Vengeance ram not running at 3200 no matter what I do,  
2 Activating XMP does nothing”<sup>7</sup>

3 I recently got 2x 16gb 3600mhz Corsair vengeance pro ram and it won't  
4 clock at 3600mhz on both the xmp and manual selection in bios. I read  
5 somewhere that 5600x doesn't support 3600mhz ram yet but I'm not sure  
6 how true that is. Highest I've gotten it to go is 3534mhz so I'm trying to  
7 figure out if it's just a bad ram kit or processor doesn't support it, any help  
8 is appreciated!<sup>8</sup>

9 Corsair LPX 3000mhz DDR4 not running as advertised? What am I doing  
10 wrong?<sup>9</sup>

11 43. Posts in response to these complaints illustrate the technical morass of  
12 overclocking. For example:

13 Firstly, as others have said, your CPU technically only supports  
14 2933MHz. The speed of your RAM is set as a ratio of your front side bus,  
15 which in this case is 99.75. Currently that FSB:DRAM ratio is set to 3:32,  
16 which means your 99.75 FSB will translate to 1064MHz (double data rate  
17 will then produce 2133MHz). So doing some quick calculations, you need  
18 to change it to 3:44 in order to end up with 2933MHz at the end. With  
19 XMP disabled, change the memory multiplier from 32 to 44, save and  
20 exit, then reload CPU-Z. It should now show 1466.5, which doubled is  
21 your 2933.<sup>10</sup>

22 44. In response to this, the frustrated Corsair purchaser says:

23 Where do I change this stuff I tried to change it to 44 and all it did was  
24 make my computer not boot so I had to clear cmos.<sup>11</sup>

25 45. In sum, as one poster points out, successful overclocking is a “lottery.” (And as  
26 described above, Corsair itself admits the same thing).

27 It's up to the silicon lottery. Some chips can run 3600, 3800 or even 4000  
28 MT/s RAM easily, some can't.<sup>12</sup>

<sup>7</sup> [https://www.reddit.com/r/pcmasterrace/comments/pebmet/corsair\\_vengeance\\_ram\\_not\\_running\\_at\\_3200\\_no/](https://www.reddit.com/r/pcmasterrace/comments/pebmet/corsair_vengeance_ram_not_running_at_3200_no/)

<sup>8</sup> [https://www.reddit.com/r/Amd/comments/nvn7ly/3600mhz\\_ram\\_not\\_working\\_with\\_5600x/](https://www.reddit.com/r/Amd/comments/nvn7ly/3600mhz_ram_not_working_with_5600x/)

<sup>9</sup> [https://www.reddit.com/r/overclocking/comments/5gbo5b/corsair\\_lpx\\_3000mhz\\_ddr4\\_not\\_running\\_as/](https://www.reddit.com/r/overclocking/comments/5gbo5b/corsair_lpx_3000mhz_ddr4_not_running_as/)

<sup>10</sup> [https://www.reddit.com/r/pcmasterrace/comments/pebmet/corsair\\_vengeance\\_ram\\_not\\_running\\_at\\_3200\\_no/](https://www.reddit.com/r/pcmasterrace/comments/pebmet/corsair_vengeance_ram_not_running_at_3200_no/)

<sup>11</sup> [https://www.reddit.com/r/pcmasterrace/comments/pebmet/corsair\\_vengeance\\_ram\\_not\\_running\\_at\\_3200\\_no/](https://www.reddit.com/r/pcmasterrace/comments/pebmet/corsair_vengeance_ram_not_running_at_3200_no/)

<sup>12</sup> [https://www.reddit.com/r/Amd/comments/nvn7ly/3600mhz\\_ram\\_not\\_working\\_with\\_5600x/](https://www.reddit.com/r/Amd/comments/nvn7ly/3600mhz_ram_not_working_with_5600x/)

1 **III. Corsair’s ads are misleading to reasonable consumers.**

2 46. As detailed above, Corsair’s packaging and ads promise specific high speeds and  
3 reliability, and omit any warning about the risks and realities of overclocking. And this is not  
4 information that a reasonable Corsair customer already knows. A typical purchaser of Corsair  
5 High-Speed Memory is not a computer expert (much less an overclocking expert). Rather, a  
6 typical purchaser of Corsair High-Speed Memory is a regular consumer simply looking to  
7 improve the performance of their computer games or media software.

8 47. If Corsair wanted to be truthful in its packaging and advertising, Corsair would  
9 make clear that the speeds it is listing are the *maximum* speed that the memory can run. For  
10 example, Corsair could state that its memory can run “at maximum speed of 4666 MHz.”

11 48. In addition, if Corsair wanted to be truthful, it would also clearly and prominently  
12 warn consumers that achieving the advertised speed requires altering the PC firmware. Corsair  
13 would also warn consumers that overclocking is risky (in Corsair’s words a “lottery”) and that,  
14 as a result, it may be impossible for the memory to stably achieve the advertised speed.

15 49. Corsair’s packaging and ads, however, do not disclose any of this and thus made  
16 material misstatements and omissions.

17 50. In addition, Corsair’s packaging and ads fail to disclose to consumers that the  
18 stated speed is not the default speed, that they would have to make various complex changes to  
19 their PC firmware to achieve the stated speed, and that even if they made those complex changes,  
20 it was a “lottery” whether they would actually stably achieve the stated speed.

21 51. The omissions were material, because a reasonable consumer would attach  
22 importance to the truth or falsity of those omissions in deciding whether to purchase High-Speed  
23 Memory. As Corsair’s marketing campaign reflects, speed is a primary factor in determining the  
24 price a consumer will pay for memory and in driving purchase decisions. Corsair could have and  
25 should have clearly revealed this qualifying information, on both the product packaging and in  
26 its ads. And Corsair could have, and should have, clearly put these qualifications in close  
27 proximity to its affirmative representations about speed. While these qualifications would drive  
28

1 down the price that Corsair could charge for its products, including them would be required to  
2 make the packaging and ads not misleading.

3 52. Corsair's false statements and material omissions increased the demand for its  
4 Corsair memory products. As a result, Corsair was able to charge more for its High-Speed  
5 Memory than it would have been able to had Corsair's packaging and ads been truthful.  
6 Accordingly, as a direct result of Corsair's false statements and material omissions, Corsair was  
7 able to charge a price premium for its High-Speed Memory. As purchasers of Corsair's High-  
8 Speed Memory, Plaintiff and each member of the proposed class paid this price premium and, as  
9 a result, sustained an economic injury as a result of Corsair's false statements and material  
10 omissions.

11 53. Corsair knows the truth about overclocking, and knows what its packaging and  
12 ads say (and omit). Thus, Corsair knows that the statements on its packaging and ads are false  
13 and misleading to reasonable consumers and Corsair intends that consumers will rely on these  
14 false and misleading statements when purchasing High-Speed Memory.

15 **IV. Plaintiff was misled and harmed by Corsair's advertisements.**

16 54. In or around July 2019, Plaintiff purchased "3200 MHz" Corsair Vengeance RGB  
17 Pro from a Best Buy store in Riverside, California. Plaintiff saw and relied on Corsair's claims,  
18 both on the box and in Corsair's online ads, that the memory would run reliably at 3200 MHz.

19 55. After purchasing the memory, Plaintiff attempted to make it run at the advertised  
20 speed, by altering his BIOS settings. The memory would not run stably at 3200 MHz. Instead,  
21 his computer crashed, and the memory defaulted to the standard 2133 MHz speed. As a result,  
22 he did not get what he paid for. Had Plaintiff known the truth about Corsair's memory, Plaintiff  
23 would not have bought it or would not have paid the same price for it.

24 56. Plaintiff would purchase Corsair High-Speed Memory again if it was actually sold  
25 as advertised. Plaintiff, however, faces an imminent threat of harm because Plaintiff will not be  
26 able to rely on Corsair's ads in the future, and thus will not be able to purchase the products even  
27 if they were sold as advertised.

**Class Action Facts**

**The proposed class and subclasses.**

57. Plaintiff brings this case on behalf of the proposed **Nationwide Class** of: All individuals who purchased Corsair High Speed Memory (including the Vengeance or Dominator lines), in the United States, within the governing statute of limitations period.

58. It is appropriate to include all such individuals in the same class. All such individuals were presented with substantially similar misrepresentations and omissions by Corsair. All proposed class members allege the same violations of law and seek the same relief. There are no conflicts of interest among the proposed class members.

59. For certain claims, Plaintiff brings those claims on behalf of a subclass of those consumers who live in the identified states (the “**Consumer Protection Subclass**”).

60. For certain claims, Plaintiff brings those claims on behalf of a subclass of those consumers who, like Plaintiff, live in California (the “**California Subclass**”).

61. The following people are excluded from the class and the subclasses: (1) any Judge or Magistrate Judge presiding over this action and the members of their family; (2) Defendant, Defendant’s subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current employees, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiff’s counsel and Defendants’ counsel, and their experts and consultants; and (6) the legal representatives, successors, and assigns of any such excluded persons.

**Numerosity**

62. The proposed Class contains members so numerous that separate joinder of each member of the class is impractical. Based on Corsair’s sales, there are hundreds of thousands or millions of proposed class members.





1 individual adjudication would create a risk that the same Corsair ad is found to be deceptive with  
 2 respect to some proposed class members, but not others.

3 68. Common questions of law and fact predominate over any questions affecting only  
 4 individual members of the proposed class. These common legal and factual questions arise from  
 5 certain central issues which do not vary from class member to class member, and which may be  
 6 determined without reference to the individual circumstances of any particular class member.  
 7 Each class member’s claims arise out of the same conduct by Defendant. And a core liability  
 8 question is common: whether Corsair’s advertisements were deceptive.

9 69. A class action is superior to all other available methods for the fair and efficient  
 10 adjudication of this litigation because individual litigation of each claim is impractical. It would  
 11 be unduly burdensome to have individual litigation of hundreds of thousands (or millions) of  
 12 similar, individual claims in separate lawsuits.

13 **Ascertainability**

14 70. Class membership can be objectively determined based on whether they bought  
 15 Corsair High Speed Memory. And the number and identity of class members can be determined  
 16 through Corsair’s records, the records of its retailers, and appropriate methods of public notice.

17  
 18 **Causes of Action**

19 **Count I: Violations of State Consumer Protection Acts**

20 **(on behalf of Plaintiff and the Consumer Protection Subclass)**

21 71. Plaintiff incorporates by reference each and every factual allegation set forth  
 22 above.

23 72. This count is brought on behalf of Plaintiff and the Consumer Protection Subclass  
 24 for violations of the following consumer protection statutes:

State	Statute
Arizona	Ariz. Rev. Stat. §§ 44-1521, and the following.
Arkansas	Ark. Code § 4-88-101, and the following.

1	California	Cal. Bus. & Prof. Code § 17200, and the
2		following; <i>Id.</i> §17500, and the following
3		Cal. Civ. Code §1750 and the following;
4	Colorado	Colo. Rev. Stat. Ann. § 6-1-101, and the following.
5	Connecticut	Conn. Gen Stat. Ann. § 42- 110, and the following.
6	Delaware	6 Del. Code § 2513, and the following.
7	Washington, D.C.	D.C. Code § 28-3901, and the following.
8	Georgia	Ga. Code Ann. § 10-1-390, and the following.
9	Hawaii	Haw. Rev. Stat. § 480-2, and the following.
10	Idaho	Idaho Code. Ann. § 48-601, and the following.
11	Illinois	815 ILCS § 501/1, and the following.
12	Kansas	Kan. Stat. Ann. § 50-623, and the following.
13	Louisiana	LSA-R.S. § 51:1401, and the following.
14	Maine	Me. Rev. Stat. Ann. Tit. 5, § 207, and the
15		following.
16	Maryland	Md. Code Ann. Com. Law, § 13-301, and the
17		following.
18	Massachusetts	Mass. Gen Laws Ann. Ch. 93A, and the following.
19	Michigan	Mich. Comp. Laws Ann. § 445.901, and the
20		following.
21	Minnesota	Minn. Stat. § 325F, and the following.
22	Montana	Mont. Code Ann. §§ 30-14-101, and the following.
23	Missouri	Mo. Rev. Stat. § 407, and the following.
24	Nebraska	Neb. Rev. St. § 59-1601, and the following.
25	Nevada	Nev. Rev. Stat. § 41.600, and the following.
26	New Hampshire	N.H. Rev. Stat. § 358-A:1, and the following.
27	New Jersey	N.J. Stat. Ann. § 56:8, and the following.
28		

1	New Mexico	N.M. Stat. Ann. § 57-12-1, and the following.
2	New York	N.Y. Gen. Bus. Law § 349, and the following.
3	North Carolina	N.C. Gen Stat. § 75-1.1, and the following.
4	North Dakota	N.D. Cent. Code § 51-15, and the following.
5	Ohio	Ohio Rev. Code Ann. § 1345.01, and the
6		following.
7	Oklahoma	Okla. Stat. tit. 15 § 751, and the following.
8	Oregon	Or. Rev. Stat. § 646.605, and the following.
9	Pennsylvania	73 P.S. § 201-1, and the following.
10	Rhode Island	R.I. Gen. Laws § 6-13.1- 5.2(B), and the
11		following.
12	South Carolina	S.C. Code Ann. § 39-5-10, and the following.
13	South Dakota	S.D. Codified Laws § 37-24-1, and the following.
14	Tennessee	Tenn. Code Ann. § 47-18-101, and the following.
15	Texas	Tex. Code Ann., Bus. & Con. § 17.41, and the
16		following.
17	Utah	Utah Code. Ann. § 13-11-175, and the following.
18	Vermont	9 V.S.A. § 2451, and the following.
19	Virginia	Va. Code Ann. § 59.1-199, and the following.
20	Washington	Wash. Rev. Code § 19.86.010, and the following.
21	West Virginia	W. Va. Code § 46A, and the following.
22	Wisconsin	Wis. Stat. § 100.18, and the following
23	Wyoming	Wyo. Stat. Ann. § 40-12-101, and the following.

24 73. Each of these statutes prohibits unfair, unconscionable, and/or deceptive acts or  
25 practices in the course of trade or commerce or in connection with the sale of goods or services  
26 to consumers. Corsair's misleading ads violate each statute's prohibitions.  
27

1 74. Corsair’s misrepresentations were intended to induce reliance, and Plaintiff and  
2 class members saw, read and reasonably relied on Corsair’s misrepresentations and omissions  
3 when purchasing High-Speed Memory.

4 75. Corsair is aware of the truth about overclocking (as alleged in detail above) and  
5 was therefore aware that its ads were misleading to reasonable consumers.

6 76. For applicable statutes, Plaintiff is contemporaneously providing written notice  
7 and a demand for correction (together with notice of certain other violations alleged in this  
8 Complaint). Upon the expiration of any governing statutory notice period, Plaintiff and the class  
9 seek all available injunctive or monetary relief.

10 77. Corsair had a duty to disclose material, qualifying information because: (1)  
11 Corsair affirmatively made partial representations about the speed of its memory, but also  
12 suppressed, concealed, or did not disclose facts that qualify those representations; and (2) Corsair  
13 had exclusive knowledge of overclocking facts not known to the consumer, as alleged above, and  
14 it was difficult to discover that information because it involved complex technical information  
15 that was not readily apparent at the time of purchase. Corsair was in a superior position to know  
16 this information, as the maker and seller of its High-Speed RAM.

17 78. Corsair’s misrepresentations and omissions were a substantial factor in Plaintiff  
18 and class members’ purchase decision.

19 79. Plaintiff and class members were injured as a direct and proximate result of  
20 Corsair’s conduct because (a) they would not have purchased Corsair High-Speed Memory if  
21 they had known the truth about Corsair’s misrepresentations and omissions; and (b) they  
22 overpaid for High-Speed Memory products because they are sold at a price premium, due to  
23 Corsair’s misrepresentations and omissions.

24 **Count II: Violation of California Unfair Competition Law (UCL)**  
25 **(on behalf of Plaintiff and the California Subclass)**

26 80. Plaintiff incorporates by reference each and every factual allegation set forth  
27 above.

1 81. As alleged in Count I, state consumer protection laws are sufficiently similar such  
2 that Plaintiff may bring a claim on behalf of the Consumer Protection Subclass. In the  
3 alternative, Plaintiff brings this UCL claim on behalf of himself and members of the California  
4 Subclass.

5 82. Corsair violated California's Unfair Competition Law by engaging in unlawful,  
6 fraudulent, and unfair conduct (violating each of the three UCL prongs).

7 The Unlawful Prong

8 83. Corsair engaged in unlawful conduct by violating the CLRA and FAL, and other  
9 applicable law as alleged in this Complaint.

10 The Fraudulent Prong

11 84. Corsair's unqualified assertions about the speed of its High-Speed Memory  
12 products were false and misleading to a reasonable consumer and, as a result, were deceptive and  
13 fraudulent. In addition, Corsair's affirmative promises, as alleged above, created a duty to  
14 disclose material and important qualifications about the performance of its High-Speed Memory.  
15 Corsair had a duty to disclose material, qualifying information because: (1) Corsair affirmatively  
16 made partial representations about the speed of its memory, but also suppressed, concealed, or  
17 did not disclose facts that qualify those representations; and (2) Corsair had exclusive knowledge  
18 of overclocking facts not known to the consumer, as alleged above, and it was difficult to  
19 discover that information because it involved complex technical information that was not readily  
20 apparent at the time of purchase. Corsair was in a superior position to know this information, as  
21 the maker and seller of its High-Speed RAM.

22 85. Corsair's misrepresentations and omissions were likely to deceive, and did  
23 deceive, Plaintiff and reasonable consumers.

24 The Unfair Prong

25 86. Corsair violated established public policy by violating the CLRA and FAL, as  
26 alleged below and incorporated here. The unfairness of this practice is tethered to a legislatively  
27 declared policy (that of the CLRA and FAL).

1 87. The harm to Plaintiff and the class greatly outweighs the public utility of  
2 Corsair’s conduct. There is no public utility to Corsair’s misleading ads. This injury was not  
3 outweighed by any countervailing benefits to consumers or competition. Misleading ads only  
4 injure healthy competition and harm consumers.

5 \* \* \*

6 88. For all prongs, Corsair’s misrepresentations and omissions were intended to  
7 induce reliance, and Plaintiff and class members saw, read and reasonably relied on them when  
8 purchasing High-Speed Memory. These misrepresentations and omissions were a substantial  
9 factor in Plaintiff and class members’ purchase decision.

10 89. In addition, class-wide reliance can be inferred because the misrepresentations  
11 and omissions were material, i.e., a reasonable consumer would consider them important in  
12 deciding whether to buy the High-Speed Memory products.

13 90. Plaintiff and class members could not have reasonably avoided this injury because  
14 Corsair’s advertisements were misleading to reasonable consumers.

15 91. Corsair’s misrepresentations and omissions were a substantial factor in Plaintiff’s  
16 purchase decision and the purchase decision of class members.

17 92. Plaintiff and class members were injured as a direct and proximate result of  
18 Corsair’s conduct because (a) they would not have purchased Corsair High-Speed Memory if  
19 they had known the truth about Corsair’s misrepresentations and omissions; and (b) they  
20 overpaid for High-Speed Memory products because they are sold at a price premium, due to  
21 Corsair’s misrepresentations.

22 **Count III: Violation of California False Advertising Law (FAL)**  
23 **(on behalf of Plaintiff and the California Subclass)**

24 93. Plaintiff incorporates by reference each and every factual allegation set forth  
25 above.

26 94. As alleged in Count I, state consumer protection laws are sufficiently similar such  
27 that Plaintiff may bring a claim on behalf of the Consumer Protection Subclass. In the

1 alternative, Plaintiff brings this FAL claim on behalf of himself and members of the California  
2 Subclass.

3 95. As alleged above, Corsair falsely advertised its High-Speed Memory Products by  
4 falsely representing that the products run out of the box at the advertised speed, and do so  
5 reliably.

6 96. Corsair's affirmative promises, as alleged above, created a duty to disclose  
7 material and important qualifications about the performance of its High-Speed Memory. Corsair  
8 had a duty to disclose material, qualifying information because: (1) Corsair affirmatively made  
9 partial representations about the speed of its memory, but also suppressed, concealed, or did not  
10 disclose facts that qualify those representations; and (2) Corsair had exclusive knowledge of  
11 overclocking facts not known to the consumer, as alleged above, and it was difficult to discover  
12 that information because it involved complex technical information that was not readily apparent  
13 at the time of purchase. Corsair was in a superior position to know this information, as the  
14 maker and seller of its High-Speed RAM.

15 97. Corsair's representations and omissions were likely to deceive, and did deceive,  
16 Plaintiff and reasonable consumers. Corsair knew, or should have known through the exercise of  
17 reasonable care, that these statements were untrue and misleading.

18 98. Corsair's misrepresentations and omissions were intended to induce reliance, and  
19 Plaintiff and class members saw, read and reasonably relied on them when purchasing High-  
20 Speed Memory.

21 99. In addition, class-wide reliance can be inferred because Corsair's  
22 misrepresentations and omissions were material, i.e., a reasonable consumer would consider  
23 them important in deciding whether to buy the High-Speed Memory Products.

24 100. Corsair's misrepresentations and omissions were a substantial factor in Plaintiff's  
25 purchase decision and the purchase decision of class members.

26 101. Plaintiff and class members were injured as a direct and proximate result of  
27 Corsair's conduct because (a) they would not have purchased Corsair High-Speed Memory if  
28



1 they had known the truth about Corsair’s misrepresentations and omissions; and (b) they  
2 overpaid for High-Speed Memory products because they are sold at a price premium, due to  
3 Corsair’s misrepresentations and omissions.

4 **Count IV: Violation of the California Consumer Legal Remedies Act (CLRA)**  
5 **(on behalf of Plaintiff and the California Subclass)**

6 102. Plaintiff incorporates by reference each and every factual allegation set forth  
7 above.

8 103. Plaintiff brings this cause of action on behalf of himself and members of the  
9 California Subclass.

10 104. Plaintiff and the other members of the California Subclass are consumers that  
11 engaged in a consumer transaction when buying High-Speed Memory.

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

16 106. Plaintiff and the other members of the California Subclass purchased High-Speed  
17 Memory for personal, family, or household purposes.

18 107. As alleged above, Corsair violated the CLRA by falsely representing that the  
19 products run out of the box at the advertised speed, and do so reliably. This conduct violated  
20 California Civil Code § 1770(a)(5), (a)(7), and (a)(9).

21 108. Corsair’s affirmative promises, as alleged above, created a duty to disclose  
22 material and important qualifications about the performance of its High-Speed Memory. Corsair  
23 had a duty to disclose material, qualifying information because: (1) Corsair affirmatively made  
24 partial representations about the speed of its memory, but also suppressed, concealed, or did not  
25 disclose facts that qualify those representations; and (2) Corsair had exclusive knowledge of  
26 overclocking facts not known to the consumer, as alleged above, and it was difficult to discover  
27 that information because it involved complex technical information that was not readily apparent  
28

1 at the time of purchase. Corsair was in a superior position to know this information, as the  
2 maker and seller of its High-Speed RAM.

3 109. Through its representations and omissions, Corsair misrepresented the  
4 “characteristics,” “uses,” “benefits,” or “quantities” of its High-Speed Memory, in violation of  
5 Cal. Civ. Code § 1770(a)(5).

6 110. Through its representations and omissions, Corsair misrepresented that its High-  
7 Speed Memory was “of a particular standard, quality, or grade” in violation of Cal. Civ. Code §  
8 1770(a)(7).

9 111. Corsair advertised its High-Speed Memory sticks “with intent not to sell them as  
10 advertised,” in violation of Cal. Civ. Code § 1770(a)(9).

11 112. Corsair’s representations and omissions were likely to deceive, and did deceive,  
12 Plaintiff and reasonable consumers. Corsair knew, or should have known through the exercise of  
13 reasonable care, that these statements were inaccurate and misleading.

14 113. Corsair’s misrepresentations and omissions were intended to induce reliance, and  
15 Plaintiff and class members saw, read and reasonably relied on them when purchasing High-  
16 Speed Memory.

17 114. In addition, class-wide reliance can be inferred because Defendants’  
18 misrepresentations and omissions were material, i.e., a reasonable consumer would consider  
19 them important in deciding whether to buy the High-Speed Memory products.

20 115. Corsair’s misrepresentations and omissions were a substantial factor in Plaintiff’s  
21 purchase decision and the purchase decision of class members.

22 116. Plaintiff and class members were injured as a direct and proximate result of  
23 Corsair’s conduct because (a) they would not have purchased Corsair High-Speed Memory if  
24 they had known the truth about Corsair’s misrepresentations and omissions; and (b) they  
25 overpaid for High-Speed Memory products because they are sold at a price premium, due to  
26 Corsair’s misrepresentations and omissions.

1 117. Accordingly, pursuant to California Civil Code § 1780(a)(3), Plaintiff, on behalf  
2 of himself and all other members of the California Subclass, seeks injunctive relief.

3 118. CLRA § 1782 NOTICE. A CLRA demand letter is contemporaneously being  
4 sent to Corsair via certified mail (return receipt requested) that provides notice of Corsair's  
5 violation of the CLRA and demands that within thirty (30) days from that date, Corsair correct  
6 the wrongful practices alleged here. If Corsair does not fully correct the problem for Plaintiff  
7 and for each class member by that date, Plaintiff and the subclass will amend to seek all  
8 monetary relief allowed under the CLRA.

9 **Count V: Breach of Express Warranty**

10 **(on behalf of Plaintiff and the Nationwide Class)**

11 119. Plaintiff incorporates by reference each and every factual allegation set forth  
12 above.

13 120. Plaintiff brings this cause of action on behalf of himself and the Nationwide  
14 Class.

15 121. As alleged above, when selling High-Speed Memory, Corsair issued written  
16 warranties by representing that the products would run out of the box at the advertised speeds,  
17 and would do so reliably. This was an affirmation of fact about the products and a promise  
18 relating to the goods.

19 122. This warranty was part of the basis of the bargain and Plaintiff and class members  
20 relied on this warranty.

21 123. The High-Speed Memory Products breached this warranty because attempting to  
22 achieve the advertised speed requires altering computer firmware, and a substantial portion of the  
23 products do not run at the advertised speed or do not do so reliably.

24 124. Corsair's breach was a substantial factor and a proximate cause in causing  
25 damages and losses to Plaintiff and the class.

26 125. Plaintiff and class members were injured as a direct and proximate result of  
27 Corsair's conduct because (a) they would not have purchased Corsair High-Speed Memory if  
28

1 they had known that Corsair would breach its warranty; and (b) they overpaid for High-Speed  
2 Memory products because they are sold at a price premium, due to Corsair's false warranty.

3 126. Plaintiff is contemporaneously providing notice to Corsair (together with notice of  
4 other violations alleged here) that Corsair has breached the warranties described above.

5 **Count VI: Negligent misrepresentation**

6 **(on behalf of Plaintiff and the Nationwide Class)**

7 127. Plaintiff incorporates by reference the facts alleged above.

8 128. Plaintiff alleges this claim individually and on behalf of the proposed Nationwide  
9 Class.

10 129. Through its ads, Corsair represented to Plaintiff and class members that its High-  
11 Speed Memory would run at the specified speed out of the box, and do so reliably. Corsair's ads  
12 omitted any warning that the High-Speed Memory may not run at the advertised speed or may  
13 not do so reliably.

14 130. Corsair's representations were false, because trying to get the advertised speed  
15 requires altering the PC firmware. And there is a substantial risk that the memory will not  
16 achieve the advertised speed or will not run stably.

17 131. At the time Corsair made the above misrepresentations, it knew or should have  
18 known that they were false. Corsair had no reasonable grounds for believing its representations  
19 were true when made.

20 132. Corsair intended that Plaintiff and class members rely on these representations  
21 and omissions, and Plaintiff and class members read and reasonably relied on them when  
22 purchasing High-Speed Memory.

23 133. Corsair's affirmative promises, as alleged above, created a duty to disclose  
24 material and important qualifications about the performance of its High-Speed Memory. Corsair  
25 had a duty to disclose material, qualifying information because: (1) Corsair affirmatively made  
26 partial representations about the speed of its memory, but also suppressed, concealed, or did not  
27 disclose facts that qualify those representations; and (2) Corsair had exclusive knowledge of

1 overlocking facts not known to the consumer, as alleged above, and it was difficult to discover  
2 that information because it involved complex technical information that was not readily apparent  
3 at the time of purchase. Corsair was in a superior position to know this information, as the  
4 maker and seller of its High-Speed RAM.

5 134. Corsair's misrepresentations and omissions were a substantial factor in Plaintiff's  
6 purchase decision and the purchase decision of class members.

7 135. Plaintiff and class members were injured as a direct and proximate result of  
8 Corsair's conduct because (a) they would not have purchased Corsair High-Speed Memory if  
9 they had known the truth about Corsair's misrepresentations and omissions; and (b) they  
10 overpaid for High-Speed Memory products because they are sold at a price premium, due to  
11 Corsair's misrepresentations and omissions.

12 **Jury Demand**

13 Plaintiff demands a jury trial on all issues so triable.

14  
15 **Prayer for Relief**

16 Plaintiff seeks the following relief for himself and the proposed class:

- 17 a) An order certifying the asserted claims, or issues raised, as a class action;  
18 b) A judgment in favor of Plaintiff and the proposed class;  
19 c) Damages, including statutory and punitive damages where applicable;  
20 d) Restitution;  
21 e) Disgorgement, and other just equitable relief;  
22 f) Pre- and post-judgment interest;  
23 g) An injunction as allowed by law;  
24 h) Reasonable attorneys' fees and costs, as allowed by law;  
25 i) Any additional relief that the Court deems reasonable and just.

1 Dated: January 14, 2022

Respectfully submitted,

2 By: /s/ Jonas Jacobson

3 Jonas Jacobson (Cal. Bar No. 269912)  
4 jonas@dovel.com  
5 Simon Franzini (Cal. Bar No. 287631)  
6 simon@dovel.com  
7 DOVEL & LUNER, LLP  
8 201 Santa Monica Blvd., Suite 600  
9 Santa Monica, California 90401  
10 Telephone: (310) 656-7066  
11 Facsimile: (310) 656-7069

12 Kevin Kneupper, Esq. (CA SBN 325413)  
13 kevin@kneuppercovey.com  
14 A. Cyclone Covey, Esq. (CA SBN 335957)  
15 cyclone@kneuppercovey.com  
16 KNEUPPER & COVEY, PC  
17 17011 Beach Blvd., Ste. 900  
18 Huntington Beach, CA 92647-5998  
19 Tel: (512) 420-8407

20 *Attorneys for Plaintiff*