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14
15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**

17
18 TRISTAN HURD, individually and on
behalf of all others similarly situated,

19 *Plaintiff,*

20
21 v.

22 G.SKILL INTERNATIONAL
23 ENTERPRISE CO., LTD., AND
24 G.SKILL USA, INC.

25 *Defendants.*
26
27
28

Case No. 2:22-cv-685

CLASS ACTION COMPLAINT
DEMAND FOR JURY TRIAL

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1 **L.R. 8-1 Jurisdiction Statement**

2 1. This Court has subject matter jurisdiction under 28 U.S.C. §
3 1332(d)(2). The matter in controversy exceeds the sum or value of \$5,000,000,
4 exclusive of interest and costs, and is a class action in which one or more members
5 of the proposed class are citizens of a state different from Defendants.

6 **Introduction**

7 2. G.Skill sells premium, high-speed computer memory. Its typical
8 customers are computer gamers interested in improving the performance of their
9 games.

10 3. The most important measure of memory performance is the speed at
11 which it transfers data (measured in megahertz, or MHz). G.Skill advertises that
12 its memory runs at specific, high MHz speeds (e.g., “3600 MHz”). G.Skill’s ads
13 do not qualify these representations.

14 4. In reality, trying to get the advertised speed requires altering the PC
15 firmware to attempt to “overclock” the memory and make it run at higher than
16 standard speeds. And when overclocking, there is a substantial risk that the
17 memory will not achieve the advertised speed or will not run stably.

18 5. G.Skill has made tens of millions of dollars (or more) by deceptively
19 advertising its high-speed memory products.

20 6. Plaintiff brings this case individually and for all consumers who
21 purchased G.Skill’s high-speed memory products in the United States.

22 **The Parties**

23 7. Plaintiff Tristan Hurd is a citizen of California (domiciled in Lake
24 Hughes, California). The proposed class includes citizens of most (or potentially
25 all) states.

1 8. Defendant G.Skill International Enterprise Co., Ltd. (“G.Skill
2 International”) is a foreign citizen. It is a Taiwanese company with its principal
3 place of business in Taiwan.

4 9. Defendant G.Skill USA, Inc. (“G.Skill USA”) is a citizen of
5 California. It is incorporated in California, with its principal place of business in
6 Walnut, California.

7 Jurisdiction and Venue

8 10. This Court has personal jurisdiction over Defendants because this
9 cause of action arises from, and has a substantial connection to, Defendants’
10 contacts with California. In particular, Defendants purposefully marketed and sold
11 G.Skill memory products in California, including to Plaintiff. In addition, G.Skill
12 USA is a California corporation, with its principal place of business in Walnut,
13 California.

14 11. Because G. Skill International is not a U.S. resident, venue is proper
15 in any District. *See* 28 U.S.C. § 1391(c)(3). Venue is proper for G.Skill USA
16 under U.S.C. § 1391(b)(1) & (2) because G.Skill USA resides in this District and
17 because a substantial part of Defendants’ conduct giving rise to the claims
18 occurred in this District, including G.Skill’s sale of memory to Plaintiff.

19 Pleaded Facts

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

23 12. G.Skill markets and sells high-end computer components and
24 accessories. G.Skill markets its products to computer gamers who want to improve
25 the performance of their games.

26 13. One of G.Skill’s flagship products is its high-speed computer memory
27 (RAM) sticks, including its Trident, Aegis, and Ripjaws lines (collectively,
28

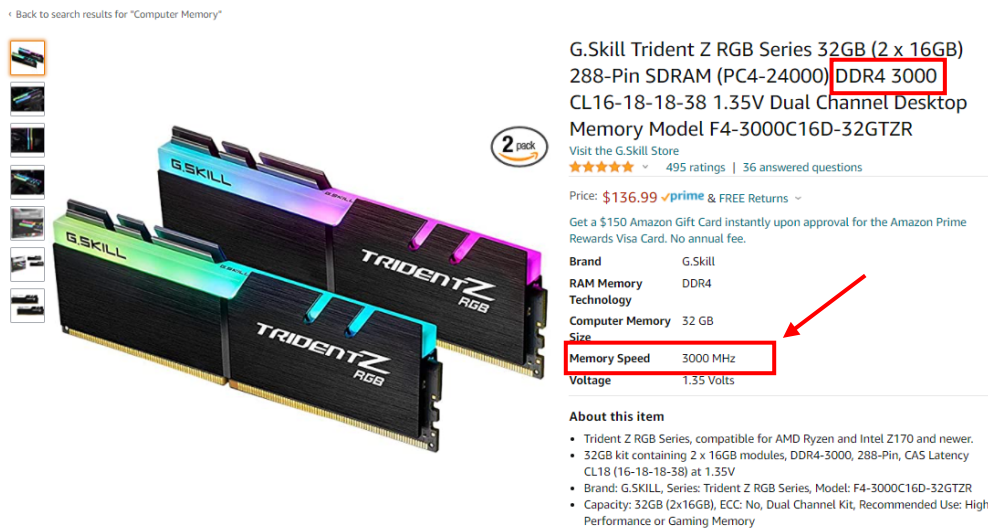
1 “G.Skill High-Speed Memory”). These memory sticks can be plugged into the
2 memory slots of a PC.



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11 14. G.Skill’s ads highlight the specific speeds of its High-Speed Memory.
12 Memory speed means how fast the memory transfers data, and it is measured in
13 units of Megahertz (MHz). The more MHz, the purportedly faster the memory and
14 the higher the performance.

15 15. G.Skill’s packaging and advertisements state that its memory runs at
16 specific, high speeds. For example, here is an Amazon listing for Trident Z RGB
17 “3000 MHz” memory, from the “G.Skill Store” on Amazon: ¹

18
19
20
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25



« Back to search results for "Computer Memory"

G.Skill Trident Z RGB Series 32GB (2 x 16GB)
288-Pin SDRAM (PC4-24000) **DDR4 3000**
CL16-18-18-38 1.35V Dual Channel Desktop
Memory Model F4-3000C16D-32GTZR

Visit the G.Skill Store
★★★★☆ 495 ratings | 36 answered questions

Price: **\$136.99** ✓ prime & FREE Returns

Get a \$150 Amazon Gift Card instantly upon approval for the Amazon Prime Rewards Visa Card. No annual fee.

Brand G.Skill
RAM Memory DDR4
Technology
Computer Memory 32 GB
Size
Memory Speed 3000 MHz
Voltage 1.35 Volts

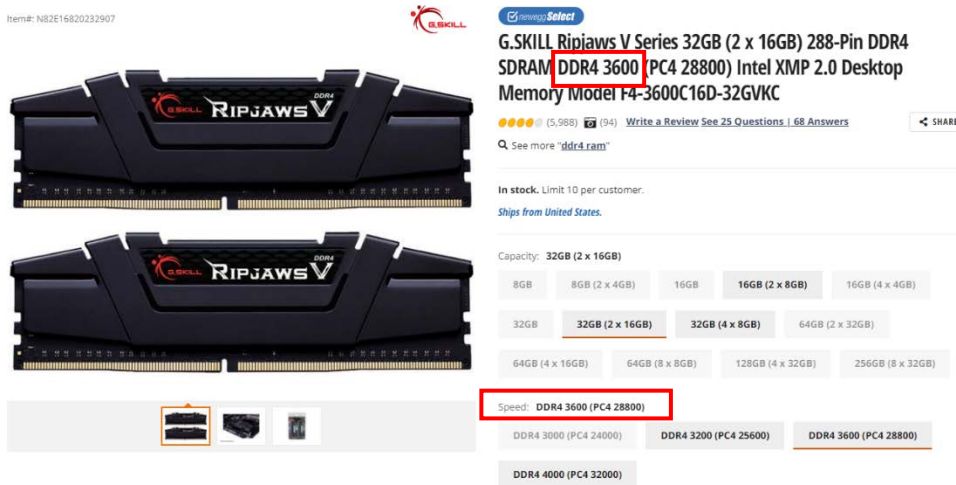
About this item

- Trident Z RGB Series, compatible for AMD Ryzen and Intel Z170 and newer.
- 32GB kit containing 2 x 16GB modules, DDR4-3000, 288-Pin, CAS Latency CL18 (16-18-18-38) at 1.35V
- Brand: G.SKILL, Series: Trident Z RGB Series, Model: F4-3000C16D-32GTZR
- Capacity: 32GB (2x16GB), ECC: No, Dual Channel Kit, Recommended Use: High Performance or Gaming Memory

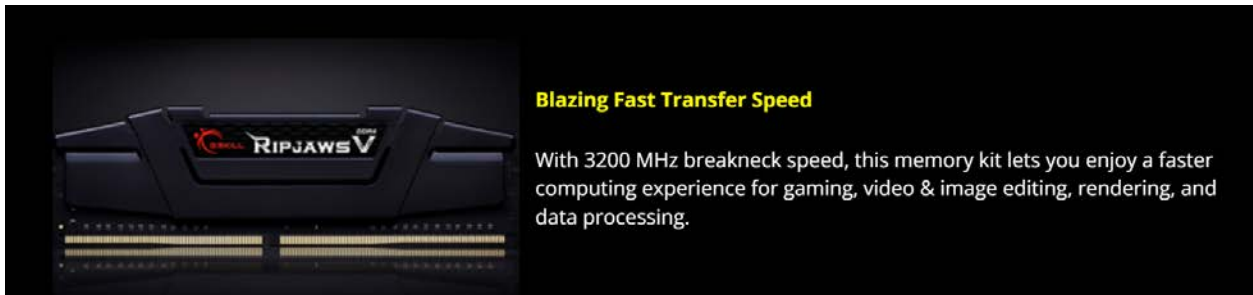
26
27 ¹ https://www.amazon.com/G-Skill-TridentZ-288-Pin-Desktop-F4-3000C16D-32GTZR/dp/B07KOP3XQB/ref=sr_1_8?c=ts&keywords=Computer+Memory&qid=1640112940&refinements=p_89%3AG.Skill&s=pc&sr=1-8&ts_id=172500

Red annotations added

16. And here is a Newegg listing for Ripjaws “3600 MHz” memory:²



17. G.Skill’s other ads make comparable promises of speed and reliability. For example:



From Newegg³



From Amazon⁴

² <https://www.newegg.com/g-skill-32gb-288-pin-ddr4-sdram/p/N82E16820232907>

³ <https://www.newegg.com/g-skill-32gb-288-pin-ddr4-sdram/p/N82E16820232091>

⁴ <https://www.amazon.com/G-Skill-TridentZ-16GB-25600-F4-3200C16D-16GTZR/dp/B01MTDEYHU>

1 18. The examples above are representative of G.Skill's advertising. In
2 sum, G.Skill's ads promise specific high-speeds and reliability and are pervasively
3 disseminated across purchasing channels. Because these promises are pervasively
4 disseminated, every consumer purchasing G.Skill High-Speed Memory encounters
5 substantially similar or identical promises.

6 19. To a reasonable consumer that buys G.Skill High-Speed Memory,
7 G.Skill's ads indicate that the memory will run at the stated speed out of the box,
8 and that it will do so reliably across platforms.

9 20. This is the plain meaning of G.Skill's ads, which (a) state the speed
10 unequivocally and without qualification and (b) promise reliability across
11 platforms (AMD and Intel).

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

21 22. A reasonable consumer would also expect that, if there were
22 important qualifications about the promised speed, G.Skill would make this clear.
23 For example, if G.Skill's High-Speed Memory was only able to operate at the
24 advertised speed after altering the computer's firmware, this is something a
25 reasonable consumer would want to know, and expect G.Skill to clearly disclose.
26 And if there is a substantial risk that the memory will not run at the advertised
27 speed, or will not run stably, this is something a reasonable consumer would also

1 want to know, and expect G.Skill to clearly disclose. But as illustrated above,
2 G.Skill’s advertisements contain no such qualifications.

3 **II. In reality, trying to get the advertised speed requires altering the PC**
4 **firmware. And there is a substantial risk that the memory will not**
5 **achieve the advertised speed or will not run stably.**

6 23. In reality, G.Skill’s memory sticks do not operate at the advertised
7 speed when plugged into a computer. Rather, they operate at a lower speed. For
8 example, the default speed for Trident Z Neo “3800 MHz” memory is in fact 2133
9 MHz. If a consumer buys these memory sticks, expecting to achieve the advertised
10 speed, and plugs them into his or her computer without doing anything else, the
11 memory only runs at 2133 MHz.

12 24. G.Skill’s ads do not alert consumers that the stick will operate at a
13 lower speed than advertised out of the box. Nor is a difference in speed clearly
14 observable when performing most computer functions. Rather, users must go into
15 their computer settings to find out what RAM speed their computer is running.
16 The result is that a user can purchase G.Skill High-Speed Memory, plug it into a
17 computer, and get the same speed they were getting before, without ever knowing
18 the difference.

19 25. If a consumer even realizes that their memory is running slow
20 (compared to the advertised speed), they must attempt to “overclock” it to achieve
21 the advertised speed. Overclocking involves pushing computer components
22 beyond their standard operating speeds.

23 26. As described next, overclocking memory requires altering the PC’s
24 firmware. And it carries a substantial risk that the memory will not run at the
25 advertised speed or will not run stably at this speed. But G.Skill never discloses
26 this on the packaging or its ads.

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

3 27. Overclocking memory requires adjusting a computer’s Basic
4 Input/Output System (BIOS) or Unified Extensible Firmware Interface (UEFI)
5 settings. A computer’s BIOS or UEFI is the program that governs the fundamental
6 mechanisms by which the computer turns on and operates. On many computers,
7 accessing the BIOS or UEFI settings involves restarting the computer and
8 repeatedly pressing a designated keyboard button (which varies by computer
9 brand) during a brief window of time after the computer turns on.

10 28. Once the user has accessed the BIOS or UEFI settings, the user must
11 locate the setting for the RAM frequency (its MHz speed) and increase the RAM
12 frequency to the desired speed.

13 29. In addition to changing the frequency, overclocking often requires
14 changing multiple memory “timing” settings, which interact with the frequency
15 settings.

16 30. Also, because running the RAM at higher speeds requires additional
17 power, overclocking can also require increasing the voltage settings.

18 31. On certain Intel computer systems, the BIOS has an “XMP” (Extreme
19 Memory Profile) setting that will set the various memory parameters to
20 predetermined profiles. While this simplifies configuration, it still requires altering
21 the BIOS, and these settings are only available on certain motherboards.

22 32. Altering the computer’s firmware in this way poses material risks to
23 the functionality of the computer system, as well as to the memory sticks
24 themselves. Some examples include reducing computer system stability, causing
25 crashes, overheating system components, and causing system components to
26 degrade more quickly.

27 33. Because of the risks associated with overclocking, overclocking can
28 void warranties on important components of the computer. Intel’s website states,

1 “[a]ltering clock frequency or voltage may void any product warranties and reduce
2 stability, security, performance, and life of the processor and other components.”⁵

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

5 34. There is a substantial risk that the user’s particular combination of
6 other computer components (like the processor and other motherboard
7 components) simply cannot support overclocking at the advertised speed. Memory
8 interacts with other components in complex ways and overclocking is sensitive to
9 this. If the combination of components is not optimal, the memory will not run at
10 the advertised speed or it will run unstably (causing software glitches or system
11 crashes).

12 35. Beyond this, there is a substantial risk that a reasonable user will not
13 be able to find the precise combination of frequency, timing, and voltage needed to
14 achieve the advertised speeds.

15 36. This is why online forums are replete with complaints from G.Skill
16 users that they cannot achieve the advertised speeds. Here are some representative
17 complaints:

18 Can't get advertised 3000MHz on my DDR4 G.Skill RAM. ... I went into many different
19 tutorials online and can't seem to find how to get the desired RAM MHz, I was able to go
20 from 2133 to 2666 without it failing to boot. I don't really know what the recommended
voltage is for the ram or if I need to overclock my motherboard as well.⁶

21 I've tried setting the [Ripjaws] ram speed to 3200mhz manually in my bios, but then my
22 pc will crash and I will get a bsod [blue screen of death, i.e., a crash]. It will crash unless
23 it is at 2133 mhz, which is a horrendous speed for my R3 2200g. ... I tried both the first 1
[XMP profile] and the 2nd. From what I understand they essentially set the ram speed to
its proper speed? It still crashes.⁷

24 The RAM I use on my computer is G.Skill Ripjaws V 16 2x8GB DDR4 3600 CL18. Just
25 realized that this whole time my RAM was running at 2133MHz, I changed the XMP

26
27 ⁵ <https://www.intel.com/content/www/us/en/support/articles/000005494/processors.html>

⁶ https://www.reddit.com/r/buildapc/comments/axe2g8/cant_get_advertised_3000mhz_on_my_ddr4_gskill_ram/

⁷ https://www.reddit.com/r/buildapc/comments/catamz/g_skill_3200_mhz_ripjaws_v_ram_not_working_at/

1 profile to Profile 2 which changed it to 3600MHz and my computer crashes anytime I try
2 to exit my BIOS.⁸

3 The first [Trident 3200 MHz] kit I got I figured it was defective and exchanged it for
4 another kit. I found out it was doing the same thing. If I set the speed to what its rated for
5 then the computer will crash about 3-5 min into any game. Am I missing something
6 here?⁹

7 37. A response post illustrates the technical morass of attempting to get
8 the advertised speed:

9 You may need to loosen timings, increase voltage, or manually set the timings instead of
10 using the XMP settings. I'd bump voltage 0.05v to start.¹⁰

11 38. On G. Skill's online forum, a G.Skill employee admits that, while the
12 "RAM is guaranteed at the rated specs," actually achieving the advertised speed is
13 a "silicon lottery." This employee states that you "can't expect the max of the
14 platform" (i.e., the advertised speed) to be "easy to set up."¹¹ But this is not
15 something that G. Skill discloses to consumers *before* they spend hundreds of
16 dollars on G.Skill High-Speed Memory, and a reasonable consumer is not digging
17 through posts on the G.Skill forum before purchasing.

18 39. Like other online forms, G.Skill's own forum also has customer
19 complaints about its false advertising. For example:

20 I've got GSkill Ripjaws V DDR4-3200-CL16-18-18-38 or F4-3200C16D-32GVK
21 or something.. runs at 1.35v I believe... Anyway, in Windows Task Manager
22 performance it says it's only running at 2133 MHz. ... I also wonder why GSkill
23 never though to include a giant sticker on the box with a pamphlet inside saying,
24 "YOU'VE GOT TO CHANGE BIOS SETTINGS FOR THIS TO ACTUALLY
25 GET YOU WHAT YOU PAID FOR!!!"¹¹

26 40. Then, after this consumer spent many hours following the forum
27 advice and trying to get the memory to work, their system crashed: "here we are
28

⁸ https://www.reddit.com/r/buildapc/comments/kh2t1m/ram_not_running_at_full_speed_when_setting_axmp/

⁹ https://www.reddit.com/r/overclocking/comments/a9vkzt/trident_z_rgb_unstable_at_rated_speeds_3200mhz/

¹⁰ https://www.reddit.com/r/overclocking/comments/a9vkzt/trident_z_rgb_unstable_at_rated_speeds_3200mhz/

¹¹ <https://www.gskill.us/forum/forum/product-discussion/ddr4/13135-trouble-with-f4-4133c19d-16gtzkw-booting-to-windows-on-z270>

1 nearly 36 hours later... it booted fine, ran great for a LONG time (over 12 hours).
2 Today I went to boot up..... nothing.”¹²

3 **III. G.Skill’s ads are misleading to reasonable consumers.**

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

11 42. If G.Skill wanted to be truthful in its packaging and advertising,
12 G.Skill would make clear that the speeds it is listing are the *maximum* speed that
13 the memory can run. For example, G.Skill could state that its memory can run “at
14 maximum speed of 4666 MHz.”

15 43. In addition, if G.Skill wanted to be truthful, it would also clearly and
16 prominently warn consumers that achieving the advertised speed requires altering
17 the PC firmware, and that it may not be possible to stably achieve the advertised
18 speed.

19 44. G.Skill’s packaging and ads, however, make no such qualifications
20 and thus made material misstatements and omissions.

21 45. In addition, G.Skill failed to disclose to consumers that the stated
22 speed was not the default speed, that they would have to make various complex
23 changes to their PC firmware to achieve the stated speed, and that even if they
24 made those complex changes, there is a substantial chance that they will not be
25 able to stably achieved the advertised speed.

26
27 ¹² <https://www.gskill.us/forum/forum/general-discussion/general-discussion-aa/163949-my-3200-mhz-ram-only-runs-at-2133-mhz>

1 46. The omissions were material, because a reasonable consumer would
2 attach importance to the truth or falsity of those omissions in deciding whether to
3 purchase High-Speed Memory. As G.Skill's marketing campaign reflects, speed is
4 a primary factor in determining the price a consumer will pay for memory and in
5 driving purchase decisions. G.Skill could have and should have clearly revealed
6 this qualifying information, on both the product packaging and in its ads. And
7 G.Skill could have, and should have, clearly put these qualifications in close
8 proximity to its affirmative representations about speed. While this would drive
9 down the price that G.Skill could charge, it would be truthful.

10 47. G.Skill knows the truth about overclocking, and knows what its
11 packaging and ads say (and omit). Thus, G.Skill knew that its statements were
12 false and misleading to reasonable consumers and G.Skill intended consumers to
13 rely on its false and misleading statements when purchasing High-Speed Memory.

14 **IV. Plaintiff was misled and harmed by G.Skill's advertisements.**

15 48. In December of 2020, Mr. Hurd purchased 64GB of "3600 MHz"
16 G.Skill Trident Z Neo memory, from Amazon. He paid about \$340 for the RAM.
17 Plaintiff saw and relied upon G.Skill's claims that the memory would run reliably
18 at 3600 MHz.

19 49. Plaintiff attempted to alter his BIOS to achieve the advertised speed,
20 but his system crashed at any speed above 3200 MHz. He bought a new
21 motherboard to try to make the memory work, but the memory still caused crashes
22 at the advertised speed.

23 50. Had Mr. Hurd known the truth about the memory, he would not have
24 bought it or would not have paid the same price for it.

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

1 **Class Action Facts**

2 **The proposed class and subclasses.**

3 52. Plaintiff brings this case on behalf of the proposed **Nationwide Class**
4 of: All individuals who purchased G.Skill High Speed Memory in the United
5 States, within the governing statute of limitations period.

6 53. It is appropriate to include all such individuals in the same class. All
7 such individuals were presented with substantially similar misrepresentations and
8 omissions by G.Skill. All proposed class members allege the same violations of
9 law and seek the same relief. There are no conflicts of interest among the
10 proposed class members.

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

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

17 56. The following people are excluded from the class and the subclasses:
18 (1) any Judge or Magistrate Judge presiding over this action and the members of
19 their family; (2) Defendant, Defendant’s subsidiaries, parents, successors,
20 predecessors, and any entity in which the Defendant or its parents have a
21 controlling interest and their current employees, officers and directors; (3) persons
22 who properly execute and file a timely request for exclusion from the Class; (4)
23 persons whose claims in this matter have been finally adjudicated on the merits or
24 otherwise released; (5) Plaintiff’s counsel and Defendant’s counsel, and their
25 experts and consultants; and (6) the legal representatives, successors, and assigns
26 of any such excluded persons.
27
28

1 prohibiting G.Skill from engaging in such conduct would appropriately apply
2 class-wide.

3 **Predominance and Superiority**

4 62. The prosecution of separate actions by individual members of the
5 proposed class would create a risk of inconsistent or varying adjudication with
6 respect to individual members, which would establish incompatible standards for
7 the parties opposing the class. For example, individual adjudication would create a
8 risk that the same G.Skill ad is found to be deceptive with respect to some
9 proposed class members, but not others.

10 63. Common questions of law and fact predominate over any questions
11 affecting only individual members of the proposed class. These common legal and
12 factual questions arise from certain central issues which do not vary from class
13 member to class member, and which may be determined without reference to the
14 individual circumstances of any particular class member. Each class member's
15 claims arise out of the same conduct by Defendant. And a core liability question is
16 common: whether G.Skill's advertisements were deceptive.

17 64. A class action is superior to all other available methods for the fair
18 and efficient adjudication of this litigation because individual litigation of each
19 claim is impractical. It would be unduly burdensome to have individual litigation
20 of hundreds of thousands (or millions) of similar, individual claims in separate
21 lawsuits.

22 **Ascertainability**

23 65. Class membership can be objectively determined based on whether
24 they bought G.Skill High Speed Memory. And the number and identity of class
25 members can be determined through G.Skill's records, the records of its retailers,
26 and appropriate methods of public notice.
27
28

Causes of Action

Count I: Violations of State Consumer Protection Acts

(on behalf of Plaintiff and the Consumer Protection Subclass)

66. Plaintiff incorporates by reference each and every factual allegation set forth above.

67. This count is brought on behalf of Plaintiff and the Consumer Protection Subclass 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.
California	Cal. Bus. & Prof. Code § 17200, and the following; <i>Id.</i> §17500, and the following Cal. Civ. Code §1750 and the following;
Colorado	Colo. Rev. Stat. Ann. § 6-1-101, and the following.
Connecticut	Conn. Gen Stat. Ann. § 42- 110, and the following.
Delaware	6 Del. Code § 2513, and the following.
Washington, D.C.	D.C. Code § 28-3901, and the following.
Georgia	Ga. Code Ann. § 10-1-390, and the following.
Hawaii	Haw. Rev. Stat. § 480-2, and the following.
Idaho	Idaho Code. Ann. § 48-601, and the following.
Illinois	815 ILCS § 501/1, and the following.
Kansas	Kan. Stat. Ann. § 50-623, and the following.
Louisiana	LSA-R.S. § 51:1401, and the following.
Maine	Me. Rev. Stat. Ann. Tit. 5, § 207, and the following.
Maryland	Md. Code Ann. Com. Law, § 13-301, and the following.

1	Massachusetts	Mass. Gen Laws Ann. Ch. 93A, and the following.
2	Michigan	Mich. Comp. Laws Ann. § 445.901, and the
3		following.
4	Minnesota	Minn. Stat. § 325F, and the following.
5	Montana	Mont. Code Ann. §§ 30-14-101, and the following.
6	Missouri	Mo. Rev. Stat. § 407, and the following.
7	Nebraska	Neb. Rev. St. § 59-1601, and the following.
8	Nevada	Nev. Rev. Stat. § 41.600, and the following.
9	New Hampshire	N.H. Rev. Stat. § 358-A:1, and the following.
10	New Jersey	N.J. Stat. Ann. § 56:8, and the following.
11	New Mexico	N.M. Stat. Ann. § 57-12-1, and the following.
12	New York	N.Y. Gen. Bus. Law § 349, and the following.
13	North Carolina	N.C. Gen Stat. § 75-1.1, and the following.
14	North Dakota	N.D. Cent. Code § 51-15, and the following.
15	Ohio	Ohio Rev. Code Ann. § 1345.01, and the
16		following.
17	Oklahoma	Okla. Stat. tit. 15 § 751, and the following.
18	Oregon	Or. Rev. Stat. § 646.605, and the following.
19	Pennsylvania	73 P.S. § 201-1, and the following.
20	Rhode Island	R.I. Gen. Laws § 6-13.1- 5.2(B), and the
21		following.
22	South Carolina	S.C. Code Ann. § 39-5-10, and the following.
23	South Dakota	S.D. Codified Laws § 37-24-1, and the following.
24	Tennessee	Tenn. Code Ann. § 47-18-101, and the following.
25	Texas	Tex. Code Ann., Bus. & Con. § 17.41, and the
26		following.
27	Utah	Utah Code. Ann. § 13-11-175, and the following.

1	Vermont	9 V.S.A. § 2451, and the following.
2	Virginia	Va. Code Ann. § 59.1-199, and the following.
3	Washington	Wash. Rev. Code § 19.86.010, and the following.
4	West Virginia	W. Va. Code § 46A, and the following.
5	Wisconsin	Wis. Stat. § 100.18, and the following.
6	Wyoming	Wyo. Stat. Ann. § 40-12-101, and the following.

7 68. Each of these statutes prohibits unfair, unconscionable, and/or
8 deceptive acts or practices in the course of trade or commerce or in connection
9 with the sale of goods or services to consumers. G.Skill's misleading ads violate
10 each statute's prohibitions.

11 69. G.Skill's misrepresentations were intended to induce reliance, and
12 Plaintiff and class members saw, read and reasonably relied on G.Skill's
13 misrepresentations and omissions when purchasing High-Speed Memory.

14 70. G.Skill is aware of the truth about overclocking (as alleged in detail
15 above) and was therefore aware that its ads were misleading to reasonable
16 consumers.

17 71. For applicable statutes, Plaintiff is contemporaneously providing
18 written notice and a demand for correction (together with notice of certain other
19 violations alleged in this Complaint). Upon the expiration of any governing
20 statutory notice period, Plaintiff and the class seek all available injunctive or
21 monetary relief.

22 72. G.Skill had a duty to disclose material, qualifying information
23 because: (1) G.Skill affirmatively made partial representations about the speed of
24 its memory, but also suppressed, concealed, or did not disclose facts that qualify
25 those representations; and (2) G.Skill had exclusive knowledge of overclocking
26 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

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

3 73. G.Skill's misrepresentations and omissions were a substantial factor
4 in Plaintiff and class members' purchase decision.

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

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

13 75. Plaintiff incorporates by reference each and every factual allegation
14 set forth above.

15 76. As alleged in Count I, state consumer protection laws are sufficiently
16 similar such that Plaintiff may bring a claim on behalf of the Consumer Protection
17 Subclass. In the alternative, Plaintiff brings this UCL claim on behalf of himself
18 and members of the California Subclass.

19 77. G.Skill violated California's Unfair Competition Law by engaging in
20 unlawful, fraudulent, and unfair conduct (violating each of the three UCL prongs).

21 The Unlawful Prong

22 78. G.Skill engaged in unlawful conduct by violating the CLRA and FAL,
23 and other applicable law as alleged in this Complaint.

24 The Fraudulent Prong

25 79. G.Skill's affirmative promises, as alleged above, created a duty to
26 disclose material and important qualifications about the performance of its High-
27 Speed Memory. G.Skill had a duty to disclose material, qualifying information
28 because: (1) G.Skill affirmatively made partial representations about the speed of

1 its memory, but also suppressed, concealed, or did not disclose facts that qualify
2 those representations; and (2) G.Skill had exclusive knowledge of overclocking
3 facts not known to the consumer, as alleged above, and it was difficult to discover
4 that information because it involved complex technical information that was not
5 readily apparent at the time of purchase. G.Skill was in a superior position to
6 know this information, as the maker and seller of its High-Speed RAM.

7 80. As alleged in detail above, G.Skill's affirmative representations about
8 the speed and reliability of its High-Speed Memory were both false and
9 misleading.

10 81. G.Skill's misrepresentations and omissions were likely to deceive, and
11 did deceive, Plaintiff and reasonable consumers.

12 The Unfair Prong

13 82. G.Skill violated established public policy by violating the CLRA and
14 FAL, as alleged below and incorporated here. The unfairness of this practice is
15 tethered to a legislatively declared policy (that of the CLRA and FAL).

16 83. The harm to Plaintiff and the class greatly outweighs the public utility
17 of G.Skill's conduct. There is no public utility to G.Skill's misleading ads. This
18 injury was not outweighed by any countervailing benefits to consumers or
19 competition. Misleading ads only injure healthy competition and harm consumers.

20 * * *

21 84. For all prongs, G.Skill's misrepresentations and omissions were
22 intended to induce reliance, and Plaintiff and class members saw, read and
23 reasonably relied on them when purchasing High-Speed Memory. These
24 misrepresentations and omissions were a substantial factor in Plaintiff and class
25 members' purchase decision.

26 85. In addition, class-wide reliance can be inferred because the
27 misrepresentations and omissions were material, i.e., a reasonable consumer would
28

1 consider them important in deciding whether to buy the High-Speed Memory
2 products.

3 86. Plaintiff and class members could not have reasonably avoided this
4 injury because G.Skill's advertisements were misleading to reasonable consumers.

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

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

13 **Count III: Violation of California False Advertising Law (FAL)**

14 **(on behalf of Plaintiff and the California Subclass)**

15 89. Plaintiff incorporates by reference each and every factual allegation
16 set forth above.

17 90. Plaintiff brings this FAL claim on behalf of himself and members of
18 the California Subclass.

19 91. As alleged above, G.Skill falsely advertised its High-Speed Memory
20 Products by falsely representing that the products run out of the box at the
21 advertised speed, and do so reliably.

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

1 that information because it involved complex technical information that was not
2 readily apparent at the time of purchase. G.Skill was in a superior position to
3 know this information, as the maker and seller of its High-Speed RAM.

4 93. G.Skill's representations and omissions were likely to deceive, and
5 did deceive, Plaintiff and reasonable consumers. G.Skill knew, or should have
6 known through the exercise of reasonable care, that these statements were untrue
7 and misleading.

8 94. G.Skill's misrepresentations and omissions were intended to induce
9 reliance, and Plaintiff and class members saw, read and reasonably relied on them
10 when purchasing High-Speed Memory.

11 95. In addition, class-wide reliance can be inferred because G.Skill's
12 misrepresentations and omissions were material, i.e., a reasonable consumer would
13 consider them important in deciding whether to buy the High-Speed Memory
14 Products.

15 96. G.Skill's misrepresentations and omissions were a substantial factor
16 in Plaintiff's purchase decision and the purchase decision of class members.

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

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

25 98. Plaintiff incorporates by reference each and every factual allegation
26 set forth above.

27 99. Plaintiff brings this cause of action on behalf of himself and members
28 of the California Subclass.

1 100. Plaintiff and the other members of the California Subclass are
2 consumers that engaged in a consumer transaction when buying High-Speed
3 Memory.

4 101. The conduct alleged in this Complaint constitutes unfair methods of
5 competition and unfair and deceptive acts and practices for the purpose of the
6 CLRA, and the conduct was undertaken by G.Skill in transactions intended to
7 result in, and which did result in, the sale of goods to consumers.

8 102. Plaintiff and the other members of the California Subclass purchased
9 High-Speed Memory for personal, family, or household purposes.

10 103. As alleged above, G.Skill violated the CLRA by falsely representing
11 that the products run out of the box at the advertised speed, and do so reliably.
12 This conduct violated California Civil Code § 1770(a)(5), (a)(7), and (a)(9).

13 104. G.Skill’s affirmative promises, as alleged above, created a duty to
14 disclose material and important qualifications about the performance of its High-
15 Speed Memory. G.Skill had a duty to disclose material, qualifying information
16 because: (1) G.Skill affirmatively made partial representations about the speed of
17 its memory, but also suppressed, concealed, or did not disclose facts that qualify
18 those representations; and (2) G.Skill had exclusive knowledge of overclocking
19 facts not known to the consumer, as alleged above, and it was difficult to discover
20 that information because it involved complex technical information that was not
21 readily apparent at the time of purchase. G.Skill was in a superior position to
22 know this information, as the maker and seller of its High-Speed RAM.

23 105. Through its representations and omissions, G.Skill misrepresented the
24 “characteristics,” “uses,” “benefits,” or “quantities” of its High-Speed Memory, in
25 violation of Cal. Civ. Code § 1770(a)(5).

26 106. Through its representations and omissions, G.Skill misrepresented
27 that its High-Speed Memory was “of a particular standard, quality, or grade” in
28 violation of Cal. Civ. Code § 1770(a)(7).

1 107. G.Skill advertised its High-Speed Memory sticks “with intent not to
2 sell them as advertised,” in violation of Cal. Civ. Code § 1770(a)(9).

3 108. G.Skill’s representations and omissions were likely to deceive, and
4 did deceive, Plaintiff and reasonable consumers. G.Skill knew, or should have
5 known through the exercise of reasonable care, that these statements were
6 inaccurate and misleading.

7 109. G.Skill’s misrepresentations and omissions were intended to induce
8 reliance, and Plaintiff and class members saw, read and reasonably relied on them
9 when purchasing High-Speed Memory.

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

14 111. G.Skill’s misrepresentations and omissions were a substantial factor
15 in Plaintiff’s purchase decision and the purchase decision of class members.

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

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

25 114. CLRA § 1782 NOTICE. A CLRA demand letter is
26 contemporaneously being sent to G.Skill’s California headquarters, via certified
27 mail (return receipt requested), that provides notice of G.Skill’s violation of the
28 CLRA and demands that G.Skill correct the wrongful practices alleged here. If

1 G.Skill does not fully correct the problem for Plaintiff and for each class member
2 by that date, Plaintiff and the subclass will amend to seek all monetary relief
3 allowed under the CLRA.

4 115. A CLRA venue declaration is attached.

5 **Count V: Breach of Express Warranty**
6 **(on behalf of Plaintiff and the Nationwide Class)**

7 116. Plaintiff incorporates by reference each and every factual allegation
8 set forth above.

9 117. Plaintiff brings this cause of action on behalf of himself and the
10 Nationwide Class.

11 118. As alleged above, when selling High-Speed Memory, G.Skill issued
12 written warranties by representing that the products would run out of the box at the
13 advertised speeds, and would do so reliably. This was an affirmation of fact about
14 the products and a promise relating to the goods.

15 119. This warranty was part of the basis of the bargain and Plaintiff and
16 class members relied on this warranty.

17 120. The High-Speed Memory Products breached this warranty because
18 attempting to achieve the advertised speed requires altering computer firmware,
19 and a substantial portion of the products do not run at the advertised speed or do
20 not do so reliably.

21 121. G.Skill's breach was a substantial factor and a proximate cause in
22 causing damages and losses to Plaintiff and the class.

23 122. Plaintiff and class members were injured as a direct and proximate
24 result of G.Skill's conduct because (a) they would not have purchased G.Skill
25 High-Speed Memory if they had known that G.Skill would breach its warranty;
26 and (b) they overpaid for High-Speed Memory products because they are sold at a
27 price premium, due to G.Skill's false warranty.

1 123. Because Plaintiff did not purchase directly from G.Skill and instead
2 purchased from a third-party, pre-suit notice is not required. In any case, Plaintiff
3 is contemporaneously providing notice to G.Skill (together with notice of other
4 violations alleged here) that G.Skill has breached the warranties described above.

5 **Count VI: Negligent misrepresentation**

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

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

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

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

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

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

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

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

1 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
3 readily apparent at the time of purchase. G.Skill was in a superior position to
4 know this information, as the maker and seller of its High-Speed RAM.

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

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

13 **Jury Demand**

14 133. Plaintiff demands a jury trial on all issues so triable.

15 **Prayer for Relief**

16 134. 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
18 action;
- 19 b) A judgment in favor of Plaintiff and the proposed class;
- 20 c) Damages, including statutory and punitive damages where
21 applicable;
- 22 d) Restitution;
- 23 e) Disgorgement, and other just equitable relief;
- 24 f) Pre- and post-judgment interest;
- 25 g) An injunction as allowed by law;
- 26 h) Reasonable attorneys' fees and costs, as allowed by law;
- 27 i) Any additional relief that the Court deems reasonable and just.

1 Dated: January 31, 2022

Respectfully submitted,

2
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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

TRISTAN HURD, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

G.SKILL INTERNATIONAL ENTERPRISE
CO., LTD., AND G.SKILL USA, INC.

Defendants.

Case No.

CLRA VENUE DECLARATION

1 I, Tristan Hurd, declare as follows:

2 1. I am the named plaintiff in the above-captioned lawsuit.

3 2. Unless otherwise stated, I have personal knowledge of the information stated here
4 and could competently testify to it.

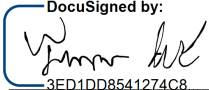
5 3. In December of 2020, I purchased 64GB of “3600 MHz” G.Skill Trident Z Neo
6 memory, from Amazon. At the time, I lived in Lake Huges, California.

7 4. I understand, from my attorneys, that Lake Hughes is located within the Central
8 District of California.

9 5. Also, based on the investigation of my attorneys, I understand that G.Skill USA is
10 headquartered in Walnut, California, which is within the Central District of California.

11 6. For these reasons, I understand that the Central District of California is a proper
12 venue for my CLRA claim.

13 I declare under penalty of perjury, under the laws of the United States and the State of
14 California, that the foregoing is true and correct to the best of my knowledge.

15  DocuSigned by:
16 Signature: Tristan Hurd
3ED1DD8541274C8

17 Tristan Hurd

18 Dated: 1/28/2022 | 8:41 PM PST

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