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RICHARD W. WILKING
U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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E-filing

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

MICHAEL ANTONELLI, individually
and on behalf of all others similarly situated,

Plaintiff,

v.

HARMONIX MUSIC SYSTEMS, INC.,
VIACOM, INC. and
ELECTRONIC ARTS, INC.,

Defendants.

CV } 08 } Case No.: 1445

JURY TRIAL DEMANDED

MEJ

CLASS ACTION COMPLAINT

Plaintiff Michael Antonelli (hereinafter "Plaintiff"), individually and on behalf of all others individuals similarly situated, in his complaint against Harmonix Music Systems, Inc. (hereinafter "Harmonix"), Viacom, Inc. (hereinafter "Viacom") and Electronic Arts, Inc. (hereinafter "EA") (Harmonix, Viacom and EA will be referred to collectively as "Defendants"), states and alleges as follows:

1 financial filings, Viacom is a leading global entertainment content company with prominent and
2 respected brands, including MTV Networks, one of the co-developers, along with Harmonix and
3 EA, of *Rock Band*.

4 JURISDICTION AND VENUE

5
6 9. This Court has jurisdiction over this action pursuant to the Class Action Fairness
7 Act, codified at 28 U.S.C. § 1332, because there is complete diversity between the parties and
8 because the aggregate amount in controversy exceeds \$5 million. *See* 28 U.S.C. § 1332. This
9 Court has personal jurisdiction over Defendants because they transact substantial and continuous
10 business in the State of California and within this district. Moreover, Defendants made or
11 performed contracts substantially connected with this state and conspired to defraud residents of
12 this state in connection with the advertisement, marketing, and sale of *Rock Band*.

13
14 10. Venue exists in this Court because members of the Class have done business with
15 Defendants in this District. Venue is also proper because Defendant EA maintains offices in this
16 District for its regular and customary business.

17 STATEMENT OF FACTS

18 11. Harmonix developed the original videogame known as *Guitar Hero*, which was
19 released to the retail market in the fall of 2005. The game was very successful and sold millions
20 of units. Harmonix also developed and released *Guitar Hero II* in the fall of 2006.

21
22 12. Harmonix eventually sold the rights to the development of *Guitar Hero* to
23 Activision, another video game development company in California. Activision eventually
24 developed *Guitar Hero III*, also a very successful game that was released in the fall of 2007 and
25 has sold millions of units.

26 13. The *Guitar Hero* video games have been developed to be compatible with
27 different video game consoles, such as Sony PlayStation 2 and 3, Microsoft X-Box 360 and
28

1 Nintendo Wii. As each generation of these games was unveiled, the developers of the games
2 have generally built in software that allowed game controllers to be used with more than one
3 game. For example, *Guitar Hero III* controllers for X-Box 360 (the actual guitar that a consumer
4 would use to play the game) are compatible with, and can be used interchangeably with, the X-
5 Box 360 version of *Rock Band* (described below).
6

7 14. Defendants Harmonix, EA, and Viacom developed a “next generation” video
8 game, along the lines of *Guitar Hero*, called *Rock Band*. The attraction of *Rock Band* was that
9 multiple players could use the game simultaneously, playing together – as the name implies – like
10 an actual rock band. *Rock Band* was viewed as a competitor to Activision’s *Guitar Hero III*.
11 Defendants announced the anticipated fall release of *Rock Band* on April 2, 2007.

12 15. *Rock Band* was hotly anticipated, and was specifically marketed for four players:
13 a drummer, a vocalist and two guitarists (a lead guitar and a bass guitar player). For example, in
14 announcing the anticipated release of *Rock Band* on April 2, 2007, Defendants noted that “*Rock*
15 *Band* will allow gamers to perform music from the world’s biggest rock artists with their friends
16 as a virtual band using drum, bass/lead guitar and microphone peripherals, in addition to offering
17 deep on-line connectivity.” Both the lead guitar player and bass player play the game using a
18 proprietary guitar controller. Defendants, however, sold *Rock Band* to consumers in a bundle
19 containing only one guitar controller. The *Rock Band* game costs approximately \$170.00.
20

21 16. Defendants’ packaging and marketing materials made clear that *Rock Band* was
22 intended to be played with four players. Pictures and “screen shots” of the game on the box in
23 which the game was shipped showed four members of a band playing the game. Text on the box
24 refers to four instruments/performers: a vocalist, a drummer, a bassist, and a lead guitarist.
25

26 17. Defendant made false and misleading statements about the compatibility of other
27 guitar controllers in order to entice consumers to purchase *Rock Band*. An article on IGN.com --
28

1 an Internet website which describes itself as the “ultimate gaming and entertainment resource
2 featuring award winning coverage of video games” -- on April 2, 2007, at the time of the
3 announcement of the fall release date, noted that “[o]ne area of concern is the cost for a game that
4 uses four proprietary controllers. . . . *Rock Band* may ship in a four-in-one massive box and/or as
5 separate units. A member of the *Rock Band* development team confirmed that the *Guitar Hero II*
6 ax [slang for “guitar”] will work with *Rock Band* on X-Box 360.” An article on April 3, 2007 on
7 JOYSTIQ.com entitled “*Rock Band* will be compatible with *Guitar Hero* controllers” noted that
8 “IUP put on their investigating shoes and – burrowing through the official forum – found such a
9 confirmation from *Rock Band* development member, Jason Booth. Debunking a (now edited)
10 IGN article, Booth says, ‘For some reason, IGN posted that *Rock Band* will not be compatible
11 with *Guitar Hero* guitars. I thought I’d drop in and let you know that this is not correct.’”

12
13
14 18. Defendants marketed *Rock Band* in their advertising material as able to be played
15 with their own guitar controller and with compatible guitars. During the period of development
16 and release, and continuing to the present, the only other guitar controllers available to consumers
17 are those sold with or designed to be used with the *Guitar Hero* games, which Defendants knew
18 would not work with the PS3 version of *Rock Band*.

19
20 19. Defendants knew, from the inception of their *Rock Band* marketing and
21 advertising campaign, that Activision’s *Guitar Hero III* guitars – as well as guitar controllers
22 from earlier versions of *Guitar Hero*, and guitars manufactured by third parties-- could not be
23 used with the PS3 version of *Rock Band* absent a software patch that was approved for use by
24 Activision. Defendants did not obtain permission from Activision for the use of such a software
25 patch, even though they developed the patch. Defendants also knew or should have known that
26 they had not manufactured sufficient stand-alone guitar controllers that could be sold to owners of
27 PS3 *Rock Band* for use as the “second guitar.”
28

1 20. Notwithstanding this knowledge, Defendants sold thousands of copies of the PS3
2 version of *Rock Band* to consumers knowing that that those consumers would not be able to play
3 the game as marketed because they would not have a way to obtain a second guitar controller,
4 absent significant out-of-pocket investment -- e.g., for a second "bundle" containing redundant
5 copies of the other instruments and the game itself. Defendants knew that *Guitar Hero III*
6 controllers (which most purchasers of PS3 version of *Rock Band* would likely own or could
7 readily purchase for less than a second *Rock Band* bundle) would not be compatible with the PS3
8 version of *Rock Band* and that they had not manufactured stand-alone guitar controllers (which
9 could be purchased separately) to meet the expected demand. Defendants have not, in fact, made
10 any such stand-alone guitar controllers available for purchase by consumers. Plaintiff and
11 members of the proposed Class have no way of obtaining a second guitar controller without
12 purchasing an entirely separate PS3 *Rock Band* bundle.
13

14 21. Defendants' marketing deceptively and misleadingly marketed the PS3 version of
15 *Rock Band* knowing that the game could not be played as advertised, absent significant additional
16 investment.
17

18 22. Plaintiff, like a majority of users of *Rock Band* for the PS3 system, was, and is, not
19 able to play the game with four players, and will be forced to purchase a second guitar controller
20 in order to play the game as it was advertised.
21

22 23. Many consumers who purchased *Rock Band* for PS3, but could not find any
23 compatible controllers, were upset with Defendants, posting comments on various gaming
24 websites to voice their displeasure. For example, one comment posted on a website on December
25 20, 2007 took Defendants to task for their unfair business practices:

26 By: AroundtheFur1380:

27 It isn't Activision's responsibility to ensure that Rockband has enough guitars available
28 for a full experience. It isn't Activision's fault that RB guitar is kinda [sic] crappy, and

1 that it isn't available by itself. They don't have to make anything easier on RB. The
2 game is \$170, and still requires the purchase of another guitar and downloadable content
3 before it's even close to the same guitar experience as GH. Perhaps EA and Harmonix
4 would be having less issues [sic] had offered a solo guitar for sale to begin with, let alone
5 one that doesn't die in two weeks like the first batch did. RB is awesome, and I love the
6 drum parts but they [sic] whole accessory thing was not well thought through on their
7 part. This could have been avoided.

8 24. Defendants also sold *Rock Band* knowing that many of the controllers in the
9 bundle were defective. Defendants concealed the defects in the controllers from Plaintiff and the
10 members of the proposed Class. Members of the Class were forced to return many of the
11 instrument controllers to Defendants, including having to pay additional money to obtain the
12 controllers on an expedited basis. Defendants have acknowledged defects in the guitar
13 controllers, including a defect in the "strum bar" of the guitar controllers.

14 CLASS ACTION ALLEGATIONS

15 25. This is a Class action filed pursuant to Rule 23(b)(2) and (b)(3) of the Federal
16 Rules of Civil Procedure. The proposed Plaintiff Class consists of all persons and entities in the
17 United States who purchased or received as a gift the PlayStation 3® version of *Rock Band* from
18 Defendants. Excluded from the Class are Defendants; their parent companies, subsidiaries and
19 affiliates; their directors and officers; and members of their immediate families.

20 26. The identities of members of the proposed Class are readily identifiable through
21 computer records and paper records regularly maintained in Defendants' course of business.

22 27. The proposed Class is no numerous as to make it impracticable to bring all
23 members of the Class before the Court. Plaintiff is informed and believes that the Class may be
24 thousands in size. In some instances, Class members may be unaware that a claim exists on their
25 behalf. To the extent that Class members have knowledge of their claims, their damages are in
26 such amounts that when taken individually, they may be too small to justify the expense of a
27 separate lawsuit.

28 28. The representative Plaintiff's claims are typical of, if not identical to, the claims of

1 the Class. Plaintiff, like other members of the proposed Class, could not play *Rock Band* as
2 advertised, absent the purchase of a second, separate copy of the game. Every Class member was
3 harmed in the same way.

4 29. Plaintiff will fairly and adequately represent the members of the Class and has no
5 interests that are antagonistic to the claims of the Class. Plaintiff will vigorously pursue the
6 claims of the Class.

7 30. The representative Plaintiff has retained counsel who are competent and
8 experienced in consumer fraud class action litigation and who have successfully represented
9 consumers in complex class actions.

10 31. Common questions of law and fact govern the rights of each member of the
11 proposed Class. Plaintiff seeks on behalf of the Class a common remedy by way of permissible
12 damages and declaratory relief.

13 32. There are numerous and substantial questions of law and fact common to all
14 members of the Class that will control in this litigation and which will predominate over any so-
15 called individual issues. These common questions of law and fact include, but are not limited to
16 the following:

17 a. whether Defendants engaged in fraud and deception in the marketing and
18 sale of the PlayStation 3® version of *Rock Band*;

19 b. whether Defendants engaged in unfair business practices by selling *Rock*
20 *Band* with defective controllers;

21 c. whether the conduct alleged herein violates California common law and
22 statutory law as set forth below;

23 d. whether Plaintiff and the Class were injured by Defendants' improper
24 conduct and if so, the proper measure of damages; and
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1 e. whether Plaintiff and the Class are entitled to declaratory and/or injunctive
2 relief as a result of Defendants' improper conduct.

3 33. A class action provides a fair and efficient method, if not the only method, for
4 adjudicating this controversy. The substantive claims of the representative Plaintiff and the Class
5 are identical and will be proven through reliance on the same evidence. The class action is
6 superior to other available means of the fair and efficient adjudication of the claims of Plaintiff
7 and members of the Class. The injury suffered by each individual Class member is relatively
8 small in comparison to the burden and expense of individual prosecution of the complex and
9 extensive litigation necessitated by Defendants' conduct. It would be virtually impossible for
10 members of the Class individually to redress effectively the wrongs done to them. Even if the
11 members of the Class could afford such individual litigation, the court system could not.
12 Individualized litigation presents a potential for inconsistent or contradictory judgments and
13 increases the delay and expense to the parties, and to the court system, presented by complex
14 legal and factual issues of the case. By contrast, the class action device presents far fewer
15 management difficulties and provides the benefits of single adjudication, economy of scale, and
16 comprehensive supervision by a single court. On information and belief, Plaintiff alleges that
17 Defendants continue to engage in the practices described in this complaint.

18 34. The claims asserted herein are applicable to all individuals and entities throughout
19 the United States who purchased or received by gift the PS3 version of *Rock Band*. California, as
20 the site of EA's headquarters and the place where significant decision-making with respect to the
21 PS3 version of *Rock Band* occurred, is the center of gravity for this action. As such, it is
22 appropriate and consistent with existing law to certify a nationwide Class of consumers, applying
23 California law. Certification of a nationwide Class under the laws of California is appropriate
24 because:
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- 1 a. EA conducts substantial business in California;
- 2 b. EA's principal executive offices and corporate headquarters are located in
- 3 California;
- 4
- 5 c. EA's marketing, promotional activities, and literature are coordinated at,
- 6 emanate from, and/or are developed at EA's California headquarters; and
- 7 d. A significant number of proposed Class members reside in California.

8 35. Adequate notice can be given to Class Members via direct contact through the U.S.

9 Mail using information maintained by Defendants, or through notice by publication in print

10 and/or electronic media, or through a combination of these methods.

11 36. Damages may be calculated from the sales information maintained in Defendants'

12 records, so that the cost of administering a recovery for the Class can be minimized.

13

14 37. Plaintiff is informed and believes, and on that basis alleges, that Defendants

15 benefited from the sale of the PS3 version of *Rock Band* to Plaintiff and the Class. Plaintiff is

16 informed and believes further that the benefit to Defendants can be identified from the sale of the

17 PS3 version of *Rock Band* to members of the Class and that such monies can be restored to the

18 Class. Such monies are the property of the members of the Class. All or a portion of this benefit

19 retained by Defendants is money in which members of the Class have an ownership interest.

20 Members of the Class were injured and lost money as a result of Defendants' sale of the PS3

21 version of *Rock Band* and Defendants' unfair, unlawful, and fraudulent business practices

22 described herein.

23

24 **PRIVATE ATTORNEY GENERAL ALLEGATION**

25 38. In addition to his class action allegations, Plaintiff asserts claims as a private

26 attorney general on behalf of the members of the General Public pursuant to California Business

27 and Professions Code §§ 17204 and 17535. On behalf of the General Public, Plaintiff seeks to

28

1 enjoin Defendants from engaging in the unfair, unlawful, and fraudulent business practices
2 alleged in this Complaint and to require Defendants to restore to the affected members of the
3 General Public all monies wrongfully obtained by Defendant through these practices.
4

5 **FIRST CAUSE OF ACTION**

6 **(Violation of the Cal. Bus. & Prof. Code §§ 17200, et seq. (the "UCL"))**

7 39. The preceding paragraphs of this Complaint are realleged and incorporated by
8 reference as if fully set forth herein.

9 40. Plaintiff asserts this cause of action individually and on behalf of all members of
10 the Class against Defendants for violation of the UCL.

11 41. The UCL prohibits all unlawful, unfair, or fraudulent business practices and/or
12 acts. This statute is liberally construed to protect the public.
13

14 42. In doing the acts alleged herein, Defendants engaged and continue to engage in an
15 unfair, unlawful, and fraudulent business practice in violation of the UCL. Defendants' wrongful
16 conduct alleged herein is part of a pattern or generalized course of conduct that occurred and
17 continues to occur in the ordinary course of Defendants' business. Thus, Defendants' conduct
18 impacts the public interest.

19 43. Defendants' acts and practices have deceived and/or are likely to deceive
20 consumers.
21

22 44. Defendants' acts and practices are unlawful because they violate Civil Code §§
23 1770(a)(5), 1770(a)(7) and 1770(a)(9). Defendants' acts and practices are also unlawful because
24 they violate Cal. Bus. & Prof. Code §§ 17500 et seq. Specifically, Defendants marketed,
25 advertised, and sold *Rock Band* to members of the proposed Class, as alleged above, through false
26 and deceptive advertisements that include misrepresentations, either express or implied, that *Rock*
27 *Band* was reliable and of superior quality, has qualities, uses, or benefits that it does not provide,
28

1 and is suited for the uses for which it is advertised. Such claims are material and substantial.

2 45. As set forth in detail above, Defendants defrauded plaintiff and the Class by
3 advertising, marketing, and selling *Rock Band* as a game to be played by four people even though
4 it could not be played as advertised absent significant additional investment by consumers.
5 Defendants failed to disclose to consumers that there was no compatibility with *Guitar Hero III*
6 game controllers, and that stand-alone guitar controllers were not available. Defendants'
7 deceitful marketing targeted Class members who were loyal and dedicated customers of the
8 *Guitar Hero* franchise. Defendants nevertheless intentionally downplayed the fact that *Rock*
9 *Band* would not be compatible with *Guitar Hero III* game controllers. Defendants also shipped
10 *Rock Band* with defective controllers.
11

12 46. Plaintiff, on behalf of himself and the Class, seeks an order of this Court awarding
13 restitution, injunctive relief, and all other relief allowed under Cal. Bus. & Prof. Code § 17203
14 and Civil Code § 3345, plus interest, attorneys' fees and costs, pursuant to, *inter alia*, Code of
15 Civ. Proc. § 1021.5.
16

17 **SECOND CAUSE OF ACTION**
18 **(Violation of the Consumers Legal Remedies Act, Civil Code § 1750 *et seq.*)**

19 47. The preceding paragraphs of this Complaint are realleged and incorporated by
20 reference as if fully set forth herein.

21 48. Plaintiff asserts this cause of action individually and on behalf of all members of
22 the Class against Defendants for violation of the CLRA.

23 49. Defendants are "persons" within the meaning of Civil Code §§ 1761(c) and 1770
24 and provides "goods" and "services" within the meaning of California Civil Code §§ 1761(a),
25 1761(b) and 1770.
26

27 50. Purchasers of Defendants' *Rock Band* video game are "consumers" within the
28 meaning of Civil Code §§ 1761(d) and 1770. Each Class member's purchase of *Rock Band*

1 constitutes a "transaction" within the meaning of Civil Code §§ 1761(e) and 1770.

2 51. As set forth herein, Defendants' acts, practices, representations, omissions, and
3 course of conduct with respect to the promotion of its *Rock Band* videogame as to the qualities
4 and benefits of *Rock Band*, were undertaken by Defendants in a transaction intended to result or
5 which resulted in the sale of goods to consumers, and were intended to induce, and in fact did
6 induce, members of the proposed Class to purchase for personal use such goods which they
7 otherwise would not have purchased. Further, and alternatively, Defendants' suppression and/or
8 concealment of the material fact that *Rock Band's* controllers are defective violates the CLRA in
9 that:

10
11 a. Defendants represent that their goods and services have sponsorship,
12 approval, status, characteristics, uses, or benefits which they do not have, in violation of Civil
13 Code § 1770(a)(5);

14
15 b. Defendants represent that their products or services have a particular
16 standard or quality that they do not have, in violation of Civil Code § 1770(a)(7); and

17
18 c. Defendants advertise *Rock Band* with an intent not to sell them as
19 advertised, in violation of Civil Code § 1770(a)(9).

20 52. Defendants misrepresent the true nature and characteristics of their video game
21 *Rock Band* with the intent of inducing, and in fact inducing, members of the Class to believe such
22 claims and purchase *Rock Band* to their detriment.

23 53. Defendants failed to disclose, suppressed, and/or concealed the material fact that
24 *Rock Band* has known defects as referenced herein, and cannot be played by four players absent
25 significant additional investment, as alleged in detail above. To the extent Defendants have
26 recently acknowledged limited defects in some of their guitar controllers, such notice to
27 consumers has been insufficient to meaningfully advise consumers of the existence of the defect
28

1 potentially affecting their *Rock Band* controllers.

2 54. A reasonable consumer would not have purchased *Rock Band*, or would have paid
3 substantially less for the video game, if Defendants had disclosed prior to purchase or in the
4 course of the transaction the material fact that its controllers are defective and that it could not be
5 played by four players absent significant additional investment.
6

7 55. Defendants' practices constitute misrepresentations and/or concealments as the
8 characteristics of *Rock Band* and are offered to induce, calculated to induce, and in fact induced a
9 false belief that use of *Rock Band* will benefit Plaintiff to an extent Defendants know is false.

10 56. Defendants' practices, acts, and course of conduct in connection with its
11 promotion and sale of *Rock Band*, as described above, are likely to mislead a reasonable
12 consumer acting reasonably under the circumstances to his or her detriment.
13

14 57. **Notice Pursuant To Civil Code § 1782:** As a direct and proximate result of
15 Defendants' violations of law, Plaintiff and the Class have been injured. Pursuant to the
16 provisions of Civil Code § 1782, Plaintiff demands that within thirty (30) days from the service of
17 this Complaint, Defendants correct, repair, replace, or otherwise rectify the deceptive practices
18 described in this Complaint for the entire Class, pursuant to Civil Code § 1770. If Defendants fail
19 to do so, Plaintiff will amend this Complaint to seek damages pursuant to Civil Code § 1782.
20

21 **THIRD CAUSE OF ACTION**
22 **(Violation of the Cal. Bus. & Prof. Code §§ 17500, *et seq.*)**

23 58. The preceding paragraphs of this Complaint are realleged and incorporated by
24 reference as if fully set forth herein.

25 59. Plaintiff asserts this cause of action individually and on behalf of all members of
26 the Class against Defendants for violation of the Cal. Bus. & Prof. Code §§ 17500 *et seq.*

27 60. During the Class Period, Defendants have advertised, marketed, and sold to the
28

1 public *Rock Band* on a nationwide basis, including in California.

2 61. Defendants have engaged in the advertising and marketing alleged herein with the
3 intent to directly or indirectly induce the purchase of the videogame *Rock Band*.

4 62. Defendants' advertisements and marketing representations regarding the
5 characteristics of *Rock Band* are false, misleading, and deceptive as set forth more fully above.

6 63. At the time it made and disseminated the statements alleged herein, Defendants
7 knew or should have known that the statements were untrue, deceptive, or misleading, and acted
8 in violation of Cal. Bus. & Prof. Code §§ 17500 *et seq.*

9 64. Defendants actively concealed their knowledge that *Rock Band* could not be
10 played as advertised, and that the *Rock Band* controllers did not function as advertised.

11 65. Defendants' acts of untrue and misleading advertising present a continuing threat
12 to consumers because such advertisements induce consumers to purchase *Rock Band*.

13 66. As a result of the violations of California law described above, Defendants have
14 been and will be unjustly enriched at the expense of Plaintiff and the members of the Class.
15 Specifically, Defendant has been unjustly enriched by receipt of hundreds of thousands, if not
16 millions, of dollars in monies received from customers who purchased *Rock Band*, which is
17 advertised and/or otherwise marketed in the State of California and the United States, and which
18 is promoted and sold through advertising and marketing materials which materially misrepresent
19 the quality and functionality of the product.

20 67. Plaintiff seeks restitution, injunctive relief and all other relief allowable under Cal.
21 Bus. & Prof. Code §§ 17535 *et seq.*

22
23 **FOURTH CAUSE OF ACTION**
24 **(Unjust Enrichment)**

25 68. The preceding paragraphs of this Complaint are realleged and incorporated by
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27
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1 reference as if fully set forth herein.

2 69. Members of the proposed Class conferred substantial benefits on Defendants by
3 purchasing *Rock Band*, paying additional amounts to replace defective instrument controllers,
4 and/or purchasing separate copies of the game in order to obtain a second guitar controller.

5 70. Defendants accepted and retained these substantial benefits to the detriment of
6 members of the proposed Class, who have not received the full value of their purchase of *Rock*
7 *Band*, due to Defendants' misconduct.

8 71. Defendants have been unjustly enriched at the expense of members of the
9 proposed Class, as alleged in detail above.

10 72. Plaintiff and the members of the proposed Class have been damaged as a result of
11 Defendants' unjust enrichment and are entitled to a full refund of Defendants' ill-gotten gains.
12

13
14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff, on behalf of himself and the proposed Class defined herein,
16 respectfully prays for judgment as follows: (a) certifying this action as a Class action; (b)
17 awarding them damages, including actual, compensatory, and punitive damages, as appropriate;
18 (c) awarding injunctive relief, as appropriate; (d) ordering disgorgement or restitution of ill-gotten
19 gains, as appropriate; (e) awarding pre- and post-judgment interest, as allowed by law; (f)
20 awarding attorney's fees and costs of suit; and (g) granting such other and further relief as is just
21 and proper.
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