

S211B2

JS 44 (Rev. 12/07) (and rev 1-16-08)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO OF THE FORM.)

I. (a) PLAINTIFFS
 Monte Morgan, on behalf of himself and all others similarly situated

(b) County of Residence of First Listed Plaintiff
 (EXCEPT IN U.S. PLAINTIFF CASES)
 State of Kansas, County of Johnson

(c) Attorney's (Firm Name, Address, and Telephone Number)
 Brian R. Strange, Esq.; Gretchen Carpenter, Esq.
 STRANGE & CARPENTER
 12100 Wilshire Blvd., Suite 1900
 Los Angeles, California 90025 Tel: (310) 207-5055

DEFENDANTS
 Harmonix Music Systems, Inc., et al.

County of Residence of First Listed Defendant
 (IN U.S. PLAINTIFF CASES ONLY)
 NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)
 Unknown

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff
 2 U.S. Government Defendant
 3 Federal Question (U.S. Government Not a Party)
 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES		
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes		
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations & Disclosure Act <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	PROPERTY RIGHTS <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from another district (specify)
 6 Multidistrict Litigation
 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 Class Action Fairness Act of 2005, 28 U.S.C. 1332(d)(2)

Brief description of cause:
 Class action for damages and equitable relief on behalf of consumers who purchased defective products from Defendants.

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ exceeds \$5 million CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".

IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2) (PLACE AND "X" IN ONE BOX ONLY)

SAN FRANCISCO/OAKLAND SAN JOSE

DATE: November 18, 2008

SIGNATURE OF ATTORNEY OF RECORD: *Gretchen Carpenter*

ORIGINAL BY FACSIMILE

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Attorneys for Plaintiff Monte Morgan

FILED
OCT 18 PM 1:15
RICHARD W. BLIKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
MO
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E-filing

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
CV 08 5211

BZ

MONTE MORGAN, on behalf of himself and
all others similarly situated,

Plaintiffs,

vs.

HARMONIX MUSIC SYSTEMS, INC., a
corporation; MTV NETWORKS, a division
of VIACOM INTERNATIONAL, INC., a
corporation; ELECTRONIC ARTS, INC., a
corporation; and DOES 1 Through 10,

Defendants.

Case No. _____

COMPLAINT FOR:

1. BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
2. BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE
3. VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE §§ 17200, *et seq.*
4. VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT, CALIFORNIA CIVIL CODE §§ 1750, *et seq.*

DEMAND FOR JURY TRIAL

CLASS ACTION

ORIGINAL BY FACSIMILE

1 Plaintiff Monte Morgan, individually and on behalf of the proposed class of similarly-
2 situated consumers, brings this class action complaint against defendants Harmonix Music
3 Systems, Inc., MTV Networks, a division of Viacom International, Inc., Electronic Arts, Inc., and
4 Does 1 through 10 (hereinafter collectively "Defendants"), and in support thereof states and
5 alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §
8 1332(d)(2). This is a civil action in which the matter in controversy exceeds the sum of \$5
9 million, exclusive of interest and costs, and is a class action in which Plaintiff and members of
10 the proposed class are citizens of a state different from any defendant.

11 2. Defendants are subject to personal jurisdiction in this Court because they each
12 transact business in the State of California, and their acts or omissions giving rise to Plaintiff's
13 claims occurred and/or caused injury in the State of California.

14 3. Pursuant to 28 U.S.C. § 1392(b), venue is proper in this Court because a
15 substantial part of the events giving rise to Plaintiff's claims occurred in this judicial district.

16 **INTRA-DISTRICT ASSIGNMENT**

17 4. Pursuant to Civil Local Rule 3-2(c), this case should be assigned to the San
18 Francisco or Oakland Division of this Court, as a substantial part of the events or omissions
19 which give rise to Plaintiff's claims occurred in San Mateo County.

20 **NATURE OF THE ACTION**

21 5. This is a class action for damages and equitable relief for harm suffered by
22 Plaintiff and the proposed class of consumers who purchased defective *Rock Band* drum kits,
23 either separately or as part of a bundled peripheral package, for use with the interactive video
24 game *Rock Band*. Due to a design defect, the bass drum foot pedal (which is an integral
25 component of the *Rock Band* drum kit) fractures under ordinary and expected usage, thus
26 rendering the pedal inoperative. Without a functioning bass drum foot pedal, consumers are
27 unable to use the *Rock Band* drum kit or play the *Rock Band* game in the manner marketed and
28 advertised by Defendants, thus depriving them of the value and enjoyment of their purchases.

1 6. Defendants impliedly warranted that each of the components of the *Rock Band*
2 drum kit, including the bass drum pedal, were of merchantable quality and fit for the purposes for
3 which Defendants marketed, advertised, and sold such products to Plaintiff and the proposed
4 class. By selling a defective product that breaks and ceases to operate under normal and expected
5 usage, thus preventing Plaintiff and the proposed class from using the *Rock Band* drum kits and
6 playing the *Rock Band* video game in the manner marketed and advertised by Defendants,
7 Defendants have breached their implied warranties

8 7. Defendants' actions also constitute a violation of the California Consumers Legal
9 Remedies Act, CAL. CIV. CODE §§ 1750, *et seq.* Among other things, Defendants engaged in a
10 deceptive act or practice by failing to disclose to the public that the *Rock Band* bass drum pedals
11 were defective and would readily break under ordinary and expected usage, thus preventing
12 Plaintiff and the proposed class from using the *Rock Band* drum kits and playing the *Rock Band*
13 video game in the manner marketed and advertised by Defendants.

14 8. Defendants' actions also constitute unfair, deceptive, and unlawful practices in
15 violation of CAL. BUS. & PROF. CODE §§ 17200, *et seq.*

16 9. As a result of Defendants' actions, Plaintiff and members of the proposed class
17 have been unable to play the *Rock Band* video game as advertised without incurring significant
18 additional costs to repair their existing drum pedals and/or obtain replacement pedals from
19 Defendants or other third parties

20 10. On information and belief, to date, Defendants have sold 3.5 million bundled
21 copies of the *Rock Band* game in the United States, all of which contain the defects described
22 herein. Despite their awareness of the defect, and notwithstanding multiple complaints from
23 consumers, Defendants are still actively marketing, advertising, and selling the defective *Rock*
24 *Band* drum kits to consumers throughout the United States. On behalf of himself and the
25 proposed class, Plaintiff seeks a declaratory judgment and injunction preventing Defendants from
26 continuing to market and sell defective *Rock Band* drum kits to consumers in the United States

27 **PARTIES**

28 11. Plaintiff Monte Morgan is a resident of Kansas.

1 12. Defendant Harmonix Music Systems, Inc. ("Harmonix") is a corporation
2 organized under the laws of the State of Massachusetts which maintains its principal place of
3 business in Cambridge, Massachusetts. Harmonix "specializes in music-based games" and is
4 "renowned for groundbreaking design innovation."¹ Harmonix is the developer of the *Rock Band*
5 video game.

6 13. Defendant MTV Networks ("MTV") is a division of defendant Viacom
7 International, Inc. ("Viacom"). Viacom is a corporation organized under the laws of the State of
8 Delaware which maintains its principal place of business in New York, New York. MTV is the
9 publisher of *Rock Band*.

10 14. Defendant Electronic Arts, Inc. ("EA") is a corporation organized under the laws
11 of the State of Delaware which maintains its principal place of business in Redwood City,
12 California. EA's business is to "develop, market, publish and distribute interactive software
13 games that are playable by consumers on video game consoles (such as the Sony Playstation 2,
14 and Playstation 3, Microsoft Xbox 360 and Nintendo Wii)."² EA is the distributor of *Rock Band*.

15 15. Harmonix, MTV, Viacom, and EA are sometimes collectively referred to as
16 "Defendants" in this complaint.

17 16. The true names and capacities, whether individual, corporate, associate or
18 otherwise, of Defendant Does 1-10, inclusive, are unknown to Plaintiff, who therefore sues such
19 Defendants by such fictitious names. Plaintiff will amend this Complaint to show such
20 Defendants' true names or capacities when the same has been ascertained. Plaintiff is informed
21 and believes and thereon alleges that each of said fictitious named Defendants is responsible in
22 some manner for the occurrences herein alleged.

23 **GENERAL ALLEGATIONS**

24 ***The Rock Band Franchise Has Been Extraordinarily Successful and Profitable***

25 17. Beginning in November 2007, Defendants began marketing and selling the
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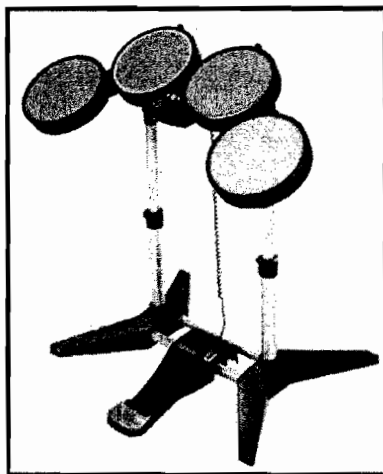
27 ¹ About Harmonix, www.rockband.com/about.

28 ² Electronic Arts, Inc., Form 10-Q, filed 2/6/2007, available at
<http://files.shareholder.com/downloads/ERTS/466053161x0xS950134-07-2137/712515/filing.pdf>

1 interactive, music-based video game *Rock Band* throughout the United States. Unlike other
2 competitive music-based products on the market prior to October 2008, such as *Guitar Hero*¹ and
3 *Karaoke Revolution*², *Rock Band* enables up to four players to simultaneously and cooperatively
4 play together in a virtual rock band. This first-of-its-kind multi-player feature of *Rock Band* has
5 generated intense interest and consumer demand throughout the United States and the world. In
6 addition, the game has received numerous awards and accolades, including being named “Family
7 Game of the Year” by The Academy of Interactive Arts and Sciences in 2007. Not surprisingly,
8 *Rock Band* has been a huge commercial success and exceptionally profitable for Defendants. On
9 information and belief, Defendants have sold 3.5 million bundled copies of the *Rock Band* game
10 in the United States since November 2007. It is expected that these figure will increase
11 substantially during the upcoming holiday season.

12 18. Defendants initially bundled and sold the *Rock Band* game software with three
13 peripherals — or “instruments” — that could be connected to the user’s game console to play the
14 game. The peripherals included a guitar, a drum kit, and a microphone.

15 19. As depicted in the following photograph (Fig. 1), the *Rock Band* drum kit consists
16 of four drum heads, a bass drum pedal, and a controller for operating the *Rock Band* game.³



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25 **Figure 1**

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³ The drum kit also includes a pair of wooden drum sticks, not pictured.

1 20. The initial suggested retail price for the *Rock Band* peripheral bundle ranged from
2 \$159.99 (for the Sony Playstation 2 console) to \$169.99 (for the Sony Playstation 3, Microsoft
3 Xbox 360 and Nintendo Wii consoles).

4 21. In or around February 2008, Defendants began selling the *Rock Band* peripherals
5 either as part of a three-peripheral bundle or on a stand-alone basis. Stated differently, beginning
6 in or around February 2008, consumers were given the option to separately purchase each of the
7 *Rock Band* peripherals, including the drum kit, if they chose to do so.

8 22. The initial suggested retail price for the *Rock Band* drum kit, if purchased
9 separately and not as part of the peripheral bundle, was \$79.99.

10 **The Rock Band Drum Pedal is Defective and Breaks Under Normal Use**

11 23. Unbeknownst to Plaintiff and members of the proposed class, and contrary to
12 Defendants' advertisements and representations, the bass drum pedal contained in the *Rock Band*
13 drum kit is defective. Indeed, the pedal cracks and breaks under normal and expected use,
14 typically in the middle of the foot plate (see Fig. 2) or at the base of the pedal (see Fig. 3):



26 **Figure 2**



Figure 3

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11 24. After the *Rock Band* bass drum pedal cracks and breaks, the pedal becomes
12 functionally inoperable. Without a functioning bass drum foot pedal, consumers are unable to
13 play the drum parts of the *Rock Band* game, thus negating one of the principal benefits that led
14 consumers to purchase the *Rock Band* game over other competitive products.

15 **Defendants Misled Consumers by Continuing to Market and Sell the Rock Band Drum Kit**

16 **Despite Their Awareness of the Defect**

17
18 25. On information and belief, almost immediately after Defendants began marketing
19 and selling their *Rock Band* game and peripherals to consumers in the United States, Defendants
20 began receiving thousands of complaints from consumers whose bass drum pedals broke and
21 ceased to operate after normal and expected usage. Indeed, by January 2008, less than two
22 months after *Rock Band* hit the market and only a few days after many consumers received *Rock*
23 *Band* as a Christmas gift, multiple consumers began posting comments and complaints about
24 broken drum pedals on Defendants' own "ROCKBAND.COM" website.⁴ Some consumers also
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⁴ See Exhibit 1 (pages from <http://www.rockband.com/forums/showthread.php?t=21855>)

1 posted links to photographs of their broken drum pedals on Defendants' website.⁵ Despite their
2 awareness of the above-described defects in the *Rock Band* drum pedal, Defendants nevertheless
3 continue to market and sell the *Rock Band* drum kit, either separately or as part of a bundle,
4 without modification and without disclosing the existence of the defect to consumers.
5

6 **Although Defendants Previously Honored Consumers' Warranty Claims Beyond the 60-Day**
7 **Warranty Period, Defendants Are Now Refusing to Replace the Defective Rock Band Drum**
8 **Pedal More Than 60 Days From the Date of Purchase**

9 26. The manuals enclosed with the *Rock Band* peripherals state, in pertinent part, that
10 *Rock Band* hardware peripherals which are "found to be defective within 60 days from the date
11 of original purchase" (the "60-Day Express Warranty Period") will be replaced free of charge:
12

13 Electronic Arts and its licensors warrant to the original purchaser of any
14 *Rock Band* hardware peripheral, including a guitar, a drum, or a
15 microphone, (the "Peripheral") that the Peripheral is free from defects in
16 materials and workmanship for a period of 60 days from the date of original
17 purchase. If the Peripheral is found to be defective within 60 days from the
18 date of original purchase, Electronic Arts will replace the Peripheral free of
19 charge by following the instructions below. This warranty is applicable to
20 the original purchaser for the normal intended use of the Peripheral in
21 accordance with the instructions provided with the Peripheral. This
22 warranty shall not be applicable and shall be void if, in the judgment of
23 Electronic Arts, the defect or damage has arisen through modification,
24 abuse, improper use, mistreatment, neglect or accident.
25

26 27. In response to the flood of consumer complaints in late 2007 and early 2008, and
27 apparently because Defendants recognized and acknowledged that the *Rock Band* drum pedals
28 were indeed defective, Defendants honored consumers' requests to replace the *Rock Band* drum
pedal beyond the 60-Day Express Warranty Period. Indeed, as Defendants acknowledged on
their website, from November 2007 through September 2008, Defendants honored customers'
requests for repair or replacement of peripherals, including the drum pedal, "even if [the

⁵ See Exhibit 2 (photographs referenced on page 1 of Ex. 1)

1 customers] didn't have a receipt and even if they sent it to us after the 60-day period expired.”⁶

2 28. However, Defendants have announced to the public that they will “no longer
3 make exceptions to [their] warranty program” as of October 1, 2008. As announced by
4 Defendants, “effective October 1, 2008, any customers who wish to take advantage of our
5 warranty program will need to (1) provide a receipt and (2) report defects within the 60-day
6 period.”
7

8 29. On June 30, 2008, only four days after Defendants announced that consumers who
9 purchased defective Rock Band drum pedals would not receive replacements unless a warranty
10 claim was made during the 60-Day Express Warranty Period, Defendants announced that the
11 encore to *Rock Band* — called *Rock Band 2* — would be released in September 2008.⁷ The
12 announcement noted, among other things, that *Rock Band 2* would be accompanied by “new and
13 improved drum and guitar peripherals, enhanced functionality and innovative new designs.”⁸
14

15 30. Defendants’ refusal to “make exceptions to [their] warranty program” and replace
16 defective *Rock Band* drum pedals more than 60 days after purchase is unfair, deceptive, and
17 damaging to consumers throughout the United States. If, for example, a mother purchased *Rock*
18 *Band* and *Rock Band* peripherals as a Christmas gift for her child prior to October 26, 2008 but
19 the defective drum pedal does not happen to break until Christmas Day, the mother and her
20 disappointed child would be unable to obtain a replacement drum pedal due to the Defendants’
21 refusal to “make exceptions to [their] warranty program.” Consequently, to obtain the benefit of
22 her purchase and enable her child to play the *Rock Band* game, as marketed and advertised by
23 Defendants, the mother would have no choice but to attempt to repair and reinforce the drum
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26 ⁶ www.rockband.com/forums/showthread.php?t=58623

27 ⁷ Exhibit 4.

28 ⁸ Id.

1 pedal, purchase an after-market pedal (at a cost of up to \$100), or purchase a recently-released
2 *Rock Band 2* drum kit from Defendants (at a cost of \$89.99).⁹ That is patently unfair and
3 unreasonable.
4

5 ***Rock Band 2 Was Released in September – October 2008***

6 31. Defendants released *Rock Band 2* for the Microsoft Xbox 360 game console in
7 September 2008. Defendants released similar versions of *Rock Band 2* for the Sony Playstation
8 2, Sony Playstation 3 and Nintendo Wii consoles in October 2008.

9 32. As they did with the original *Rock Band* game, Defendants have marketed and
10 sold the *Rock Band 2* video game software bundled together with three peripherals: (i) a
11 “sturdier” and “retooled” guitar; (ii) an updated and improved drum kit; and (iii) a microphone.
12 The initial suggested retail price for the *Rock Band 2* bundle was \$189.99.
13

14 33. Likewise, in addition to selling all of the peripherals together in a bundled
15 package, Defendants are also selling the *Rock Band 2* peripherals separately. The initial
16 suggested retail price for the updated and improved *Rock Band 2* drum kit was \$89.99.
17

18 34. According to Defendants’ website, the updates and improvements to the *Rock*
19 *Band 2* drum kit include, among other things, an “improved kick pedal with metal plate.”¹⁰
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25 ⁹ The timing of Defendants’ decision to “no longer make exceptions to [their] warranty
26 program” was apparently tied to the release of Defendants’ *Rock Band 2* game and peripherals. As
27 stated below, Defendants began selling the updated and improved *Rock Band 2* drum kit in
28 September 2008 (for the Microsoft Xbox 360 game console) and October 2008 (for the Sony
Playstation 2, Sony Playstation 3, and Nintendo Wii consoles).

¹⁰ <http://www.rockband2.com/instruments>

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Figure 4

35. On information and belief, Defendants modified the kick pedal (also known as the bass drum pedal) in this fashion to correct the design defect present in the original *Rock Band* drum pedal. Indeed, by utilizing a metal plate in the *Rock Band 2* drum pedal, as opposed to a plastic plate like the one used in the original *Rock Band* drum pedal, the *Rock Band 2* pedal is less susceptible to breakage under ordinary and expected usage.

///

///

1 *Plaintiff Purchased a Defective Rock Band Drum Pedal Which Defendants Refused to*

2 *Replace*

3 36. Plaintiff purchased a *Rock Band* drum kit, which included a bass drum pedal
4 similar to one depicted in Figure 1, on or about July 6, 2008.

5
6 37. In October 2008, the drum pedal of Plaintiff's *Rock Band* drum kit broke while
7 Plaintiff was playing the *Rock Band* game. Specifically, the plastic plate of the pedal snapped in
8 half, thus rendering the pedal inoperable.

9 38. Since October 2008, Plaintiff has been unable to use his *Rock Band* drum kit or
10 effectively play and enjoy his *Rock Band* game, as marketed and advertised by Defendants.

11 CLASS ACTION ALLEGATIONS

12
13 39. Plaintiff bring this action on behalf of himself and all others similarly situated as a
14 representative of the following class:

15 All persons and entities who purchased a *Rock Band* drum kit, either
16 separately or as part of a bundled peripheral package. Excluded from
17 this class are Defendants and each of their officers, directors and
employees, and any judicial officer to whom this matter is assigned.

18 40. The proposed class is so numerous that joinder of all members is impracticable.

19 41. The claims of Plaintiff are typical of the claims of the class.

20
21 42. Plaintiff will fairly and accurately protect the interests of the class. Plaintiff has
22 no interests antagonistic to those of the class, and he has retained counsel experienced in
23 consumer class action litigation.

24 43. Defendants have acted or refused to act on grounds generally applicable to the
25 class.

26 44. Questions of law or fact common to the class predominate over questions
27 affecting only individual class members.
28

1 45. A class action is superior to all other forms of adjudication.

2 46. There are multiple questions of law or fact that are common to the class. These
3 include, but are not limited to, the following::
4

5 A. Whether the *Rock Band* bass drum pedal, which is a component of the
6 *Rock Band* drum kit, was defective in design or manufacture;

7 B. Whether the *Rock Band* bass drum pedal, which is a component of the
8 *Rock Band* drum kit, was of merchantable quality;

9 C. Whether the *Rock Band* bass drum pedal, which is a component of the
10 *Rock Band* drum kit, was fit for its intended purpose;

11 D. Whether Defendants breached implied warranties;

12 E. Whether Defendants omitted material information regarding the quality,
13 functionality, performance, and/or durability of the *Rock Band* bass drum
14 pedal;

15 F. Whether Defendants violated the California Consumers Legal Remedies
16 Act, CAL. CIV. CODE §§ 1750 *et seq.*

17 G. Whether Defendants' actions constitute unfair, deceptive, and/or unlawful
18 practices in violation of CAL. BUS. & PROF. CODE §§ 17200, *et seq.*
19

20
21 COUNT I

22 (*Breach of Implied Warranties of Merchantability*)

23
24 47. Plaintiff herein repeats, reiterates, and realleges each and every allegation
25 contained in the preceding and subsequent paragraphs, with the same force and effect as though
26 the same were set forth at length herein.

27 48. Defendants impliedly warranted that each of the components of the *Rock Band*
28 drum kit, including the bass drum pedal, were of merchantable quality and would perform

1 adequately under ordinary and expected usage.

2 49. The *Rock Band* drum kit, and in particular the bass drum pedal, is defective and
3 breaks under ordinary and expected usage, thus rendering the pedals inoperable.

4 50. By selling products that are defective, Defendants breached their implied
5 warranties of merchantability.

6 51. Plaintiff and the class are entitled to damages flowing from Defendants' breach of
7 their implied warranties of merchantability.

8
9 **COUNT II**

10 **(Breach of Implied Warranties of Fitness for Particular Purpose)**

11 52. Plaintiff herein repeats, reiterates, and realleges each and every allegation
12 contained in the preceding and subsequent paragraphs, with the same force and effect as though
13 the same were set forth at length herein.

14 53. Defendants impliedly warranted that each of the components of the *Rock Band*
15 drum kit, including the bass drum pedal, was fit for the particular purposes for which such
16 products were marketed, advertised, and sold to Plaintiff and members of the proposed class.

17 54. The *Rock Band* drum kit, and in particular the bass drum pedal, is defective and
18 breaks under ordinary and expected usage, thus rendering the pedals inoperable.

19 55. By selling products that are defective, Defendants breached their implied
20 warranties of fitness for particular purpose.

21 56. Plaintiff and the class are entitled to damages flowing from Defendants' breach of
22 their implied warranties of fitness for particular purpose.

23 **COUNT III**

24 **(Violation of the Consumers Legal Remedies Act, California Civil Code §§ 1750 et seq.)**

25 57. Plaintiff herein repeats, reiterates, and realleges each and every allegation
26

1 contained in the preceding and subsequent paragraphs, with the same force and effect as though
2 the same were set forth at length herein.

3 58. This cause of action is brought on behalf of Plaintiff and the plaintiff class
4 pursuant to the Consumers Legal Remedies Act, CAL. CIV. CODE §§ 1750, *et seq.* (the "CLRA").
5

6 59. The CLRA applies to Defendants' actions and conduct described herein because it
7 extends to transactions that are intended to result, or which have resulted, in the sale or lease of
8 goods or services to consumers.

9 60. Plaintiff and plaintiff class members bought *Rock Band* drum kits primarily for
10 personal, family, or household use and are thus "consumers" within the meaning of CAL. CIV.
11 CODE § 1761(d).
12

13 61. The *Rock Band* drum kits that Plaintiff and each member of the plaintiff class
14 purchased are "goods" within the meaning of CAL. CIV. CODE § 1761(a).

15 62. In doing the acts alleged above, Defendants have violated the CLRA, which,
16 among other things, provides:

17 (a) The following unfair methods of competition and unfair or deceptive acts
18 or practices undertaken by any person in a transaction intended to result or
19 which results in the sale or lease of goods or services to any consumer are
20 unlawful:

21 (5) Representing that goods or services have ... characteristics, ... [or]
benefits ... which they do not have ...

22 (7) Representing that goods or services are of a particular standard,
23 quality, or grade ... if they are of another...

24 (9) Advertising goods or services with intent not to sell them as
25 advertised...

26 CAL. CIV. CODE § 1770(a).

27 63. In doing the acts alleged above, Defendants have carried out a scheme designed to
28 deliberately cheat large numbers of consumers out of individually small sums of money.

1 64. Plaintiff and members of the plaintiff class request that this Court enjoin
2 Defendants from continuing to employ the unlawful methods, acts and practices alleged above,
3 pursuant to CAL. CIV. CODE § 1780(a)(2). Unless Defendants are permanently enjoined from
4 continuing to engage in such violations of the CLRA, consumers of Defendants' products will be
5 damaged by Defendants' acts and practices in the same way as have Plaintiff and members of the
6 class.
7

8 65. Plaintiff does not at present seek damages under this cause of action but intends to
9 file an amended complaint in due course under Civil Code § 1782(d), also seeking damages,
10 restitution and punitive damages under Civil Code § 1780(a)(1), (3) and (4).
11

12 COUNT IV

13 *(Unlawful, Unfair, and Deceptive Practices in violation of California Business & Professions*
14 *Code §§ 17200 et seq.)*

15 66. Plaintiff herein repeats, reiterates, and realleges each and every allegation
16 contained in the preceding and subsequent paragraphs, with the same force and effect as though
17 the same were set forth at length herein.
18

19 67. Defendants' actions, as set forth above, constitute unlawful, unfair, and deceptive
20 business practices under CAL. BUS. & PROF. CODE §§ 17200, *et seq*

21 68. In particular, the following acts, among others, constitute deceptive
22 representations and/or unfair and deceptive business practices:
23

24 A. Defendants' manufacturing, marketing, distributing, and selling defective
25 products, while expressly and impliedly representing that such products
26 are of a certain standard or quality.

27 B. Defendants' failing to disclose and/or concealing that the *Rock Band* bass
28 drum pedals would readily break under ordinary and expected usage, thus

1 preventing Plaintiff and the proposed class from using the *Rock Band*
2 drum kits and playing the *Rock Band* video game in the manner marketed
3 and advertised by Defendant.

4 C. Defendants' advertising that the *Rock Band* drum kit is of a suitable quality
5 to use while playing the *Rock Band* video game.
6

7 69. In addition, the acts and practices of Defendants are unlawful because they violate
8 the Consumers Legal Remedies Act, CAL. CIV. CODE §§ 1750, *et seq.*, as set forth above.

9 70. Defendants' acts and practices as described herein have deceived and/or are likely
10 to deceive members of the consuming public.
11

12 71. Unless Defendants are enjoined from continuing to engage in the unlawful, unfair,
13 fraudulent, untrue and deceptive acts and practices described herein, members of the class will
14 continue to be damaged by Defendants' unfair business practices.

15 72. Defendants, through their unfair, deceptive and unlawful business practices, have
16 acquired money from class members. Thus, Plaintiff and plaintiff class members request that
17 this Court restore this money to them, enjoin Defendants from continuing to violate Business &
18 Professions Code §§ 17200, *et seq.*, and order disgorgement.
19

20 **WHEREFORE**, Plaintiff requests the following relief, on his own behalf and on behalf
21 of the class:

22 1. An order confirming that this action is properly maintainable as a class action and
23 appointing Plaintiff and his counsel to represent the class;

24 2. An award of damages, restitution, and all other monetary relief authorized by law
25 or referenced herein;

26 3. An order enjoining Defendants from their wrongful conduct;

27 4. An award of prejudgment interest and post-judgment interest;
28

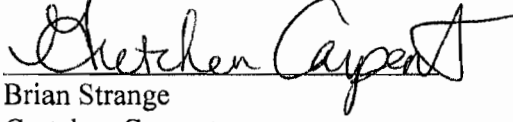
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- 5. An award providing for payment of costs of suit, including payment of experts' fees and expenses;
- 6. An award of reasonable attorneys' fees; and
- 7. Such other and further relief as this Court may deem proper and just.

DATED: November 18, 2008

Respectfully submitted,

STRANGE & CARPENTER

By: 
Brian Strange
Gretchen Carpenter
Attorneys for Plaintiff

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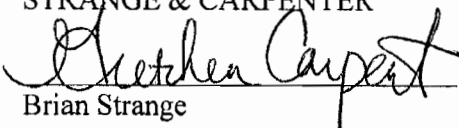
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

DATED: November 18, 2008

Respectfully submitted,

STRANGE & CARPENTER

By: 

Brian Strange
Gretchen Carpenter
Attorneys for Plaintiff

EXHIBIT 1

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Rock Band Forums > Rock Band Support > Game Tech Support

Pictures of broken drum pedal.

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Goliath9592
Roadie

Join Date: Dec 2007
Posts: 113

Pictures of broken drum pedal.

WEAKKKKKKKKKKKKKK

<http://img146.imageshack.us/img146/5...ture010bv2.jpg>

<http://img244.imageshack.us/img244/2083/bannergr7.jpg>
I love jesus, have faith.

blackmage015
Merch-Table

Join Date: Dec 2007
Posts: 5

Man, mine looked exactly like that. It broke last night while I was playing Ballroom Blitz on Expert Drums.



Goliath9592
Roadie

Join Date: Dec 2007
Posts: 113

Quote:

Originally Posted by blackmage015

Man, mine looked exactly like that. It broke last night while I was playing Ballroom Blitz on Expert Drums.

Thats weird, becuse i broke mine last nite, playing ballroom blitz.... On expert..

<http://img244.imageshack.us/img244/2083/bannergr7.jpg>

I love jesus, have faith.



AdamWill2
Rocker

Join Date: Dec 2007
Posts: 542



wow. that's a *really* inconvenient place for it to break. can't think of a home fix for that one. have to be a complete pedal replacement or RMA.

Top 50 career drums (PS3) - only Expert

FC: Vasoline | Main Offender | Blitzkrieg Bop | Here It Goes Again | Gimme Shelter | Creep | I Think I'm Paranoid

Gold: Enter Sandman | Green Grass and High Tides | Welcome Home | Dani California | Sabotage | Ballroom Blitz | Are You Gonna Be My

Girl | Should I Stay Or Should I Go | Mississippi Queen | Wave Of Mutilation | Celebrity Skin | In Bloom | Wanted Dead Or Alive | Say It Ain't So

Videos: <http://www.rockband.com/forums/showthread.php?p=20031>



Goliath9592
Roadie

Join Date: Dec 2007
Posts: 113



Yeah, I got the replacemnt done last night. And to top it off my guitar doesnt work either.. so that is getting replaced as well.

<http://img.244.imageshack.us/img244/1683/kamomj77.jpg>

I love jesus, have faith.



Goliath9592
Roadie

Join Date: Dec 2007
Posts: 113



A better look at it..

<http://img244.imageshack.us/img244/2082/hammer7.jpg>
I love Jesus, have faith.

Last edited by Goliath9592 : 01-10-2008 at 05:28 PM.



mine2004
Roadie

Join Date: Dec 2007
Posts: 164

Mine broke last night in the same place, plus 2 other cracks on the pedal itself. Don't ask me how all 3 happened last night, I was playing drums on Hard on the Endless Setlist, but I wasn't using them any harder than normal (hot hard)...



ElBeez
Merch-Table

Join Date: Dec 2007
Posts: 2

Mine snapped right down the middle a couple of days ago, and I've improvised with it to compensate for my addiction to the drums. Does anyone know if EA is covering this issue?

<http://img.photobucket.com/albums/r1/.../kick102.jpg>

<http://img.photobucket.com/albums/r1/.../kick101.jpg>



integral_taken
Roadie

Join Date: Dec 2007
Posts: 116

Quote:

Originally Posted by ElBeez

Mine snapped right down the middle a couple of days ago, and I've improvised with it to compensate for my addiction to the drums. Does anyone know if EA is covering this issue?

But his cracked at the pivot point, making your mod inconceivable for his pedal.

Band: Integrals - Message: Put Tool in Rock Band.
<http://canimgamercard.net/showthread.php>
Completed Endless Setlist on Hard 1/6/08



fr3xotime311
Merch-Table

Join Date: Dec 2007
Posts: 41

Broke at the Pivot point

I've broken two pedals at the pivot point already and I'm considering ordering one of the metal plates to reinforce it. However, because of where it keeps breaking (at the pivot point right near the base) I wonder if the metal would even do anything to stop this?



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Classic Tech Support

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XBOX 360



Wii



Fender

Ludwig

dw

Pearl

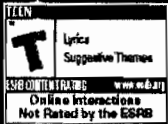
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SENNHEISER

Zildjian

Hot Topic

Energizer



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Pictures of broken drum pedal.

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anubis211
Merch-Table

Join Date: Jan 2008
Posts: 29

As far as I know they are covering the pedals breaking, so many people have claimed to get it replaced even tho there is no "my pedal snapped in half" option under the automated RMA...

This is the only full pedal mod/repair/replacement I've see <http://www.woodrockpedals.com/>

The woodrock guy has replicated the whole footrest portion of the pedal in wood, and you actually remove the bottom hinge pin and relocate your pedal magnets (the stuff under the orange plate) to the wood one.

I can't vouch for its ease of installation or feel while playing or anything, I just researched alot of different solutions before going with "Pedal Metal" and this is the only one I know of that will fix any break because you simply replace the whole moving piece of the pedal.

In any case, mine snapped in half this week, having been using it since launch in November. I did an automated express RMA (just selected "No, it doesn't spring back"--well, it doesn't since its in 3 pieces...) on Tuesday morning and Thursday afternoon I had a new style pedal waiting at my front door. I've heard so many horror stories here about RMAs going bad but mine was pretty painless (assuming they don't end up charging me for sending them that snapped pedal) in fact, getting the replacement TWO DAYS later was actually freakin awesome. GJ EA...

Last edited by anubis211 : 01-11-2008 at 11:20 AM.

COMASUTRA
Merch-Table

Join Date: Nov 2007
Posts: 15

yep, I went through the same thing. I did an express rma, got my pedal on 1/10 after submitting RMA on 12/29.... plenty of heated calls with EA tech support too. They could never answer me when they were gonna send the replacement even though they placed a hold of 125\$ on my bank account. But I finally got it and Im happy.

Lord_Booksclub
Roadie

Join Date: Dec 2007
Posts: 321



I'd like to ask, when did you buy the game?? When it first came out, sometime after?? Is there a first generation pedal and second or is there such thing.

Reason I'm asking is cause i'm considering buying Rock Band and am trying to figure out my probabilities of hardware failure.

Thanks.



fr3ez3time311
Merch-Table

Join Date: Dec 2007
Posts: 41



Quote:

Originally Posted by Lord_Beelzebub

Is there a first generation pedal and second or is there such thing

Reason I'm asking is cause i'm considering buying Rock Band and am trying to figure out my probabilities of hardware failure

Thanks

I bought my bundle in december a few weeks before xmas but the date on it was from november before the game was released. From what ive seen and heard there are two different pedals. Regardless of how many generations there are, i think they all have broken. As for me, i broke two pedals and should be getting my third on monday, my strat had the strumbar issue and my drums had the sensitivity issue. Every instrument in my bundle was broken except the mic.



MissTeva
Roadie

Join Date: Dec 2007
Posts: 322



Ours snapped in the middle. We used one of those \$5 plastic cutting boards from the kitchen section of Wal-mart and duct tape to fix it. My fiance cut the board with his Dremel to be the right shape, and then we taped the hell out of it. It's extremely sturdy now. We haven't had any more problems.



Insanio.lee
Merch-Table

Join Date: Jan 2008
Posts: 45



i was thinking of ordering the pedal metal as well. just curious, if the pedal breaks, you can just send that part in right and not the whole drumset?



Project_Mercy
Super Star

Join Date: Dec 2007
Location: Milwaukee, WI
Posts: 1,413



Quote:

Originally Posted by Lord_Beelzebub

I'd like to ask, when did you buy the game?? When it first came out some-time after?? Is there a first generation pedal and second or is there such thing.

Reason I'm asking is cause i'm considering buying Rock Band and am trying to figure out my probabilities of hardware failure

Thanks

I don't see anything that would suggest to me that the V2 of the pedal is going to be a lot better on the cracking side of things. The hinge pin is larger, and the base seems slightly larger, but otherwise most of the changes seem to effect the switch, not the pedal strength.

That said, you can't get a woodrock for the V1 pedal anymore, so basically the V2 is the only way to get one you don't have to baby. My second box had a Dec 9th production date on it, and I got a V2 pedal, so I'm guessing you'd be hard pressed to find a box at this point with a V1 pedal in it, unless you live in the sticks.

Gamertag: Wraeththix

"Gold staring my vocals, one whale song at a time."

amilliampictures
Merch-Table

Join Date: Dec 2007
Posts: 1

just looking to see if anyone else broke their pedal,
it happened to me just now, (playing "run to the hills" on hard)

I knew that thing was gonna eventually go.
...guess its gonna be a duct taped mess for a while
(hey, I gotta play)

but after reading the posts, at least it sounds like EA is replacing them

yay



moanie.lee
Merch-Table

Join Date: Jan 2008
Posts: 45

ok i am convinced. just ordered pedal metal from ebay. i think i have v1 of the pedal...my box says october 2007 do you think it will work with this?

plantkoye
Merch-Table

Join Date: Dec 2007
Posts: 50



Here are some testimonials about the Woodrock pedal, for those of you who might be skeptical.

<http://www.woodrockpedals.com/testimonials>

YOUR ROCK BAND BASS PEDAL CRACKED? This wooden replacement pedal ROCKS!

<http://www.woodrockpedals.com/>

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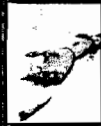
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meanie.fee
Merch-Table

Join Date: Jan 2008
Posts: 45

ok so i def have the first version of the pedal. i know the wood one doesn't work with that version, is it the same for the metal ones does anyone know b/c i just ordered it already.....



Dimobag
Merch-Table

Join Date: Nov 2007
Location: Edmonton Alberta Canada
Posts: 42

Thats where mine broke

http://www.rock-band.com/cock_image...ance=Wang_Said
Bands: Wang Said, Satanic Acid, and Cock'd Guns
Location: Edmonton Alberta Canada

Xerosnake80
Super Star

Join Date: Dec 2007
Posts: 1,284

.... there's a reason I'm gonna stick to playing heel down XD

360
Guitar/Bass - Expert - Lord of the Strings
Drums - Hard/Going through Expert - Heavy hitter
Vocals - Hard/Expert - Virtuoso

62 DLC songs



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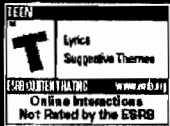
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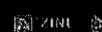
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EXHIBIT 2



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EXHIBIT 3

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Update on Warranty 6/26/08

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Harmonix Developer

Join Date: Mar 2007
Posts: 1,475

Update on Warranty 6/26/08

UPDATE TO WARRANTY PROGRAM – EA CUSTOMER SERVICE TO IMPLEMENT ON MONDAY, JUNE 30th

JUNE 26, 2008: Great news! For a limited time only, we are honoring warranty requests past the official 60-day limit.

Our warranty policy since Rock Band's launch in November has been to require proof of purchase within 60 days of the warranty claim. However, we decided (on our own and without any obligation) to allow our customers to take advantage of the EA warranty program even if they didn't have a receipt and even if they sent it to us after the 60-day period had expired. We did this to make sure that our customers had the best experience possible with Rock Band.

Over seven months later, we decided to no longer make exceptions to our warranty program. The reasons for this were (1) we have a great deal of confidence in our peripherals, (2) we believe we have a great warranty program in place and (3) we found that a large number of the reported problems--especially those after the 60 day period--were due to mistreatment of the equipment.

Many of you out there felt that the change regarding enforcement of our policy had come without enough notice and some of you had legitimate warranty claims that were impacted by our decision.

Harmonix and MTV Games have always, and will always, remain open to fan feedback about your experience with Rock Band. This feedback is crucial to our development, as it allows us to provide you with the ultimate rock experience and meet your needs as members of the Rock Band community. Thanks to your feedback, we have decided to extend our previous practice of not requiring a proof of purchase until October 1, 2008. This change will go into effect Monday, June 30th, 2008.

However, effective October 1, 2008, any customers who wish to take advantage of our warranty program will need to (1) provide a receipt and (2) report defects within the 60-day period. Please note that any products that have been misused, modded in any way or were broken or defective due to excessive wear and tear are not covered under the warranty at all and all other terms and conditions of the warranty program will be enforced. We hope that, with this advanced notice, you be well prepared for this change in practice as the fall nears. In the meantime, rock on!

As always, to take advantage of our warranty program please contact EA's Customer Support at <http://support.ea.com/rockband>

Samuel346
Super Star

Join Date: Dec 2007
Location: Dearborn Heights, Michigan

Posts: 3,502

This is a great move, seriously. I respect that you're changing your program but am glad that you're giving a notice. Thanks guys. ☺

Peace, Love and Rock N Roll(No matter what decade or genre)

PSN - Samuel346 (ALL DLC)

Last edited by Samuel346 : 06-26-2008 at 01:58 PM. Reason: adjusting wording



WhiffleBallTony
Super Star

Join Date: Jul 2007
Location: Vermont
Posts: 3,731

This is great news. Now, if you'll excuse me, I'm gonna go beat on my drum set. ☺

Nuclear warheads ready to strike, this world is so ****ed, let's end it tonight.



clifreako
Rocker

Join Date: Mar 2008
Location: Gatineau, QC
Posts: 935

You have got to be kidding me. I never returned any equipment, and last week I had a cracked pad. I was at 70 days, so the warranty was over. I spent five hours of my time repairing them with epoxy and dry wall tape, and now it's sort of okay, but technically I voided the warranty by messing with the pads.

Now you're telling me I could actually RMA my drum kit if I left it busted???? I sure hope they won't give me grief for the DIY repair because this is the most irritating experience I've had with any product I've ever bought.



ShiftyPimp
Merch-Table

Join Date: Apr 2008
Posts: 98

Quote:

Originally Posted by lmxscan

UPDATE TO WARRANTY PROGRAM - EA CUSTOMER SERVICE TO IMPLEMENT ON MONDAY, JUNE 30th

Over seven months later, we decided to no longer make exceptions to our warranty program. The reasons for this were (1) we have a great deal of confidence in our peripherals.

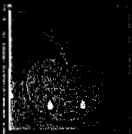
<http://support.ea.com/rockband>


LMAO!!!!!!

MostSpartan14 
Merch-Table

Join Date: Dec 2007
Posts: 67


Thank you so much! I didn't have any problems with this but I know many people did.



Samuel346 
Super Star

Join Date: Dec 2007
Location: Dearborn Heights, Michigan
Posts: 3,502

Quote:

Originally Posted by elfreako 

You have got to be kidding me. I never returned any equipment, and last week I had a cracked pad. I was at 70 days, so the warranty was over. I spent five hours of my time repairing them with epoxy and dry wall tape, and now it's sort of okay, but technically I voided the warranty by messing with the pads.

Now you're telling me I could actually RMA my drum kit if I left it busted???? I sure hope they won't give me grief for the DIY repair because this is the most irritating experience I've had with any product I've ever bought.

I'm sure if you explained that in a kind and concise matter, calmly, it would be dealt with accordingly. (I don't know why my last word was cut off like that)

Peace, Love and Rock N Roll(No matter what decade or genre)

PSN - Samuel346 (ALL DLC)


Last edited by Samuel346 : 06-26-2008 at 02:06 PM.



elfreako 
Rocker

Join Date: Mar 2008
Location: Gatineau, QC
Posts: 935

Quote:

Originally Posted by Samuel346 

I'm sure if you explained that in a kind and concise matter, calmly, it would be dealt with co

I am breathing deeply at this very moment in an attempt to regain my legendary diplomatic skills and patience.



Sgt Pepper 
Super Star

Join Date: Dec 2007
Location: Cookeville, TN
Posts: 1,314

Great news, guys. I was surprised that a peripheral could be RMA'd past the initial 60-day warranty (until recently), so I, personally, had no problem when the hammer came down. After all, you'd been letting us return them for months after. But this is still a nice move. Essentially,

you've extended the 60-day to 1 year.

Any time someone complains that HMX doesn't listen to the people should be linked to this thread. Kudos, HMX. Excellent job.

I'm Kilroy!
Kilroy!
Kilroy!
Kilroy!

Lead guitarist of *Mansu's Day*, the newest progressive folk hair metal band straight outta London!



rockbandrocker123321
Rocker

Join Date: Dec 2007
Posts: 678

YES!!!
Thanks guys!

Will this include RMA on the disc itself as well?
My disc is not reading on my xbox and my xbox reads other discs. I have ALWAYS taken EXTREME care with my discs. If my friend touches them Ima open a can off whoop ass on them! lol

Angels and Airwaves for DLC

Songs By Angels and Airwaves to be in Rock Band

- Lifeline
- The Gift
- Everythings Magic
- Good Day
- The Adventure

CLOSED

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All times are GMT -4. The time now is 08:35 PM.

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EXHIBIT 4



EXHIBIT 4

THE GAMES THE MUSIC COMMUNITY the Zine NEWS STORE

HOME NEWS 1

Encore! Rock Band 2 Announced!

June 30, 2008

The Ultimate Music Game Is Back For An Encore

Harmonix, MTV Games and Electronic Arts Unleash Rock Band™2

Entire Rock Band Downloadable Content Music Catalog Compatible with Rock Band 2

More Music, Online Modes, Features Than Ever Before With New and Improved Drum and Guitar Peripherals

Rock Band Online Music Store Passes 15 Million Paid Downloads

Rock Band 2 Makes Exclusive Debut on Xbox 360 This September

Cambridge, Mass. – June 30, 2008 – Harmonix, the world's premier music video game company in the world, and MTV Games, a part of Viacom's MTV Networks (NYSE: VIA, VIA.B), along with marketing and distribution partner Electronic Arts Inc. (NASDAQ: ERTS), are taking the groundbreaking music platform that forever changed the face of music video games to the next level this September with the release of Rock Band 2. With the original providing millions of players a new way to interact with the music and artists they love, Rock Band 2 is the next evolution of the franchise that redefined the standard for music games.

Rock Band is the groundbreaking platform that allows music fans and gamers to interact with music like never before - challenging players to put together a band and tour for fame and fortune while learning to master lead/bass guitar, drums and vocals.

Rock Band 2 builds upon its foundation as the first music game to introduce co-operative band gameplay, multiple instruments, a robust online multiplayer experience, an unrivaled offering of downloadable content and raises the bar by delivering an entirely new level of depth, connectivity, authenticity and features including:

- Backwards compatibility with Rock Band downloadable music content. All previously purchased tracks will immediately load into your Rock Band 2 song list. No need to re-purchase or re-download.
- The biggest and most diverse soundtrack ever featuring some of rock's most prolific acts, comprised entirely of master recordings.
- Major new and dynamic online modes that will connect the entire Rock Band community in more ways than ever before both locally and globally.

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Search input field with a GO button

Recent News

Blink 182, Psychedelic Furs and Siouxsie & the Banshees DLC

20 Free DLC Tracks for Rock Band 2

More Nirvana Songs Come to Rock Band

Mötley Crüe's Dr. Footgood Available for DLC

Offspring 3-Pack DLC Plus 6 Bonus Tracks

Archives

- Oct 2008
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Recently in DLC News

Lynyrd Skynyrd, The Black Crowes & Rush DLC

It's all-Southern rock this week, featuring two classic Dixie bands and one from the Southern part of Canada. read more...

STP, Hives & Iron Maiden DLC

It's an encore week here at Rock Band, as we present newly-mixed DLC tracks by three bands whose songs you loved to play as part of the original game pack. read more...

- More variety of instrument choices than ever before with new and improved drum and guitar peripherals, enhanced functionality and innovative new designs
- all fully compatible with the original Rock Band instruments.

- And much more.

"As successful as the original Rock Band continues to be, we've now had the benefit of the last eight months to listen to our fans' requests and to build upon that foundation," said Alex Rigopulos, co-founder and CEO of Harmonix. "Rock Band 2 is a second-generation band game that will elevate the music game experience to the next level."

Rock Band 2 will make its debut on Xbox 360™ video game and entertainment system from Microsoft this September and have an exclusive launch window in North America. Rock Band 2 will be available for additional platforms later this year.

"We expect Rock Band 2 to continue to drive an amazing social music experience on Xbox 360, said David Hufford, senior director, Xbox Product Management for the Interactive Entertainment Business, Microsoft. "We look forward to supporting Rock Band 2 on Xbox 360 as gamers continue to download hundreds of new music tracks from Xbox LIVE so they and their friends can perform the rock music they love most.

More details regarding features and music for Rock Band 2 will be revealed at the 2008 E3 Media & Business Summit. Rock Band, the first installment in the franchise, garnered more than 40 awards including Game Critics Award: Best of Show E3 2007.

In addition, Harmonix and MTV Games today announced that The Rock Band online music store recently surpassed 15 million paid downloads since the game's launch in late November 2007. With more than 200 tracks available to date via download purchase (complete list of tracks at <http://www.rockband.com/dlc>), the massive Rock Band Music Store allows players to preview and purchase downloadable individual music tracks, packs and albums from the vast selection of offerings available as they build their own custom Rock Band library.

Rock Band 2 is rated "T" for Teen (lyrics, mild suggestive themes) by the ESRB.

For more information on Rock Band and Harmonix Music Systems please visit www.rockband.com and www.harmonixmusic.com.

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About MTV Networks

MTV Networks, a unit of Viacom (NYSE: VIA, VIA.B), is one of the world's leading creators of programming and content across all media platforms. MTV Networks, with more than 150 channels worldwide, owns and operates the following television programming services - MTV: MUSIC TELEVISION, MTV2, VH1, mtvU, NICKELODEON, NICK at NITE, COMEDY CENTRAL, TV LAND, SPIKE TV, CMT, NOGGIN/THE N, VH1 CLASSIC, MTVN INTERNATIONAL and THE DIGITAL SUITE FROM MTV NETWORKS, a package of 13 digital services, all of these networks trademarks of MTV Networks. MTV Networks connects with its audiences through its robust consumer products businesses and its more than 300 interactive properties worldwide, including online, broadband, wireless and interactive television services and also has licensing agreements, joint ventures, and syndication deals whereby all of its programming services can be seen worldwide.

The Monkees, Blink 182 & Sweet DLC

Three new songs available for download to play in Rock Band. read more...

VIEW ALL

Gameplay Tips



Everlong by Foo Fighters

The guitar part has a lot of power chords, which are best strummed up-and-down (Doing it all on the downstroke is possible, but tough). Watch for the yellow gem that turns up in a few of the chords.

EXPLORE THE MUSIC

About MTV Games

MTV Games is dedicated to creating, marketing and publishing high-quality, innovative interactive products that are relevant to the MTV audience and complement the core values of the MTV Networks brands.

About Harmonix Music Systems, Inc Harmonix Music Systems, Inc., based in Cambridge, MA, and established in 1995, is the leading developer of groundbreaking music-oriented videogames. Harmonix was founded by Alex Rigopulos and Eran Egozy, who formed the company to invent new ways for non-musicians to experience the unique joy that comes from making music and have pioneered music and rhythm gaming in the US. For more information please visit: www.harmonixmusic.com.

About Electronic Arts

Electronic Arts Inc. (EA), headquartered in Redwood City, California, is the world's leading interactive entertainment software company. Founded in 1982, the Company develops, publishes, and distributes interactive software worldwide for video game systems, personal computers, cellular handsets and the Internet. Electronic Arts markets its products under four brand names: EA SPORTSTM, EATM, EA SPORTS Freestyle TM and POGOTM. In fiscal 2008, EA posted GAAP net revenue of \$3.67 billion and had 27 titles that sold more than one million copies. EA's homepage and online game site is www.ea.com. More information about EA's products and full text of press releases can be found on the Internet at <http://info.ea.com>.

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PlayStation.

Wii.



Fender

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TEEN	Lyrics Suggestive Themes
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