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11 Attorneys for Plaintiffs Monte Morgan and F. Jason Vasquez

12 **UNITED STATES DISTRICT COURT**
 13 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
 14 **SAN FRANCISCO**

15 MONTE MORGAN and F. JASON
 16 VASQUEZ, on behalf of themselves and all
 others similarly situated,

17 Plaintiffs,

18 vs.

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

22 Defendants.

Case No. CV 08 5211 BZ

FIRST AMENDED 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

Assigned to the Honorable Bernard
 Zimmerman, Courtroom G

Action Filed on November 18, 2008

1 Plaintiffs Monte Morgan and F. Jason Vasquez, individually and on behalf of the
2 proposed class of similarly-situated consumers, bring this class action complaint against
3 defendants Harmonix Music Systems, Inc., MTV Networks, a division of Viacom International,
4 Inc., Electronic Arts, Inc., and Does 1 through 10 (hereinafter collectively "Defendants"), and in
5 support thereof state and allege 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 Plaintiffs 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 Plaintiffs'
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 Plaintiffs' claims occurred in this judicial district.

16 **INTRA-DISTRICT ASSIGNMENT**

17 4. Pursuant to Civil Local Rule 3-2(c), this case has been assigned to the San
18 Francisco Division of this Court, as a substantial part of the events or omissions which give rise
19 to Plaintiffs' 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 Plaintiffs 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 12. Plaintiff F. Jason Vasquez is a resident of California.

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

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

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

16 16. Harmonix, MTV, Viacom, and EA are sometimes collectively referred to as
17 “Defendants” in this complaint.

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

24 ///

25 ///

26

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>

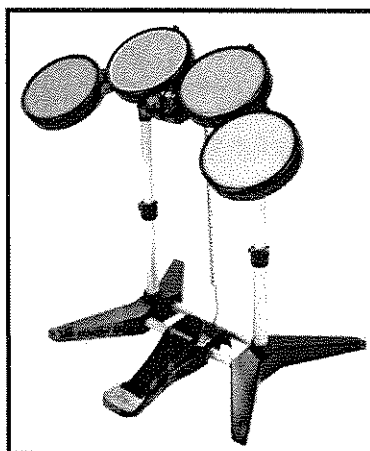
1 **GENERAL ALLEGATIONS**

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

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

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

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



27 **Figure 1**

28

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

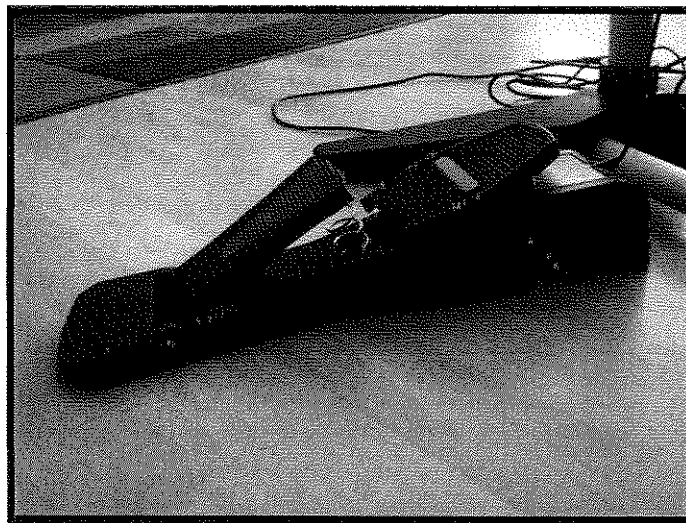
1 21. The initial suggested retail price for the *Rock Band* peripheral bundle ranged from
2 \$159.99 (for the Sony Playstation 2 console) to \$169.99 (for the Sony Playstation 3, Microsoft
3 Xbox 360 and Nintendo Wii consoles).

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

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

11
12 **The Rock Band Drum Pedal is Defective and Breaks Under Normal Use**

13 24. Unbeknownst to Plaintiffs and members of the proposed class, and contrary to
14 Defendants' advertisements and representations, the bass drum pedal contained in the *Rock Band*
15 drum kit is defective. Indeed, the pedal cracks and breaks under normal and expected use,
16 typically in the middle of the foot plate (*see* Figs. 2 & 3) or at the base of the pedal (*see* Fig. 4):



27 **Figure 2**

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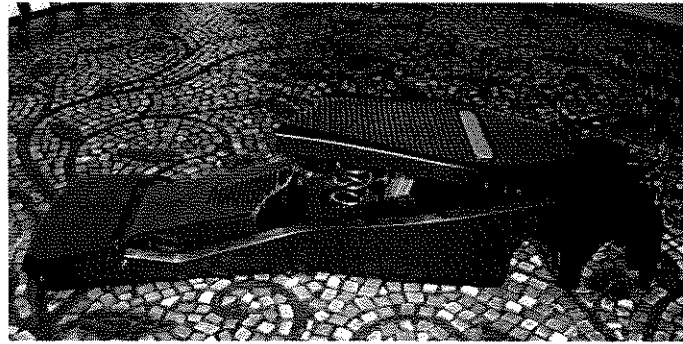


Figure 3



Figure 4

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

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

Despite Their Awareness of the Defect

26. On information and belief, almost immediately after Defendants began marketing and selling their *Rock Band* game and peripherals to consumers in the United States, Defendants began receiving thousands of complaints from consumers whose bass drum pedals broke and

1 ceased to operate after normal and expected usage. Indeed, by January 2008, less than two
2 months after *Rock Band* hit the market and only a few days after many consumers received *Rock*
3 *Band* as a Christmas gift, multiple consumers began posting comments and complaints about
4 broken drum pedals on Defendants' own "ROCKBAND.COM" website.⁴ Some consumers also
5 posted links to photographs of their broken drum pedals on Defendants' website.⁵ Despite their
6 awareness of the above-described defects in the *Rock Band* drum pedal, Defendants nevertheless
7 continue to market and sell the *Rock Band* drum kit, either separately or as part of a bundle,
8 without modification and without disclosing the existence of the defect to consumers.

9
10 **Although Defendants Previously Honored Consumers' Warranty Claims Beyond the 60-Day**
11 **Warranty Period, Defendants Are Now Refusing to Replace the Defective Rock Band Drum**
12 **Pedal More Than 60 Days From the Date of Purchase**

13
14 27. The manuals enclosed with the *Rock Band* peripherals state, in pertinent part, that
15 *Rock Band* hardware peripherals which are "found to be defective within 60 days from the date
16 of original purchase" (the "60-Day Express Warranty Period") will be replaced free of charge:

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

29 28. In response to the flood of consumer complaints in late 2007 and early 2008, and

30 ⁴ See Exhibit 1 (pages from <http://www.rockband.com/forums/showthread.php?t=21855>)

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

1 apparently because Defendants recognized and acknowledged that the *Rock Band* drum pedals
2 were indeed defective, Defendants honored consumers' requests to replace the *Rock Band* drum
3 pedal beyond the 60-Day Express Warranty Period. Indeed, as Defendants acknowledged on
4 their website, from November 2007 through September 2008, Defendants honored customers'
5 requests for repair or replacement of peripherals, including the drum pedal, "even if [the
6 customers] didn't have a receipt and even if they sent it to us after the 60-day period expired."⁶
7

8 29. However, Defendants have announced to the public that they will "no longer
9 make exceptions to [their] warranty program" as of October 1, 2008. As announced by
10 Defendants, "effective October 1, 2008, any customers who wish to take advantage of our
11 warranty program will need to (1) provide a receipt and (2) report defects within the 60-day
12 period."
13

14 30. On June 30, 2008, only four days after Defendants announced that consumers who
15 purchased defective *Rock Band* drum pedals would not receive replacements unless a warranty
16 claim was made during the 60-Day Express Warranty Period, Defendants announced that the
17 encore to *Rock Band* — called *Rock Band 2* — would be released in September 2008.⁷ The
18 announcement noted, among other things, that *Rock Band 2* would be accompanied by "new and
19 improved drum and guitar peripherals, enhanced functionality and innovative new designs."⁸
20

21 31. Defendants' refusal to "make exceptions to [their] warranty program" and replace
22 defective *Rock Band* drum pedals more than 60 days after purchase is unfair, deceptive, and
23 damaging to consumers throughout the United States. If, for example, a mother purchased *Rock*
24 *Band* and *Rock Band* peripherals as a Christmas gift for her child prior to October 26, 2008 but
25

26 ⁶ www.rockband.com/forums/showthread.php?t=58623

27 ⁷ Exhibit 4.

28 ⁸ Id.

1 the defective drum pedal does not happen to break until Christmas Day, the mother and her
2 disappointed child would be unable to obtain a replacement drum pedal due to the Defendants'
3 refusal to "make exceptions to [their] warranty program." Consequently, to obtain the benefit of
4 her purchase and enable her child to play the *Rock Band* game, as marketed and advertised by
5 Defendants, the mother would have no choice but to attempt to repair and reinforce the drum
6 pedal, purchase an after-market pedal (at a cost of up to \$100), or purchase a recently-released
7 *Rock Band 2* drum kit from Defendants (at a cost of \$89.99).⁹ That is patently unfair and
8 unreasonable.
9

10
11 **Rock Band 2 Was Released in September – October 2008**

12 32. Defendants released *Rock Band 2* for the Microsoft Xbox 360 game console in
13 September 2008. Defendants released similar versions of *Rock Band 2* for the Sony Playstation
14 2, Sony Playstation 3 and Nintendo Wii consoles in October 2008.

15 33. As they did with the original *Rock Band* game, Defendants have marketed and
16 sold the *Rock Band 2* video game software bundled together with three peripherals: (i) a
17 "sturdier" and "retooled" guitar; (ii) an updated and improved drum kit; and (iii) a microphone.
18 The initial suggested retail price for the *Rock Band 2* bundle was \$189.99.
19

20 34. Likewise, in addition to selling all of the peripherals together in a bundled
21 package, Defendants are also selling the *Rock Band 2* peripherals separately. The initial
22 suggested retail price for the updated and improved *Rock Band 2* drum kit was \$89.99.
23

24 35. According to Defendants' website, the updates and improvements to the *Rock*
25

26
27 ⁹ The timing of Defendants' decision to "no longer make exceptions to [their] warranty
28 program" was apparently tied to the release of Defendants' *Rock Band 2* game and peripherals. As
stated below, Defendants began selling the updated and improved *Rock Band 2* drum kit in
September 2008 (for the Microsoft Xbox 360 game console) and October 2008 (for the Sony
Playstation 2, Sony Playstation 3, and Nintendo Wii consoles).

1 *Band 2* drum kit include, among other things, an “improved kick pedal with metal plate.”¹⁰



12 **Figure 5**

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

27
28

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

1 **Plaintiffs Purchased Defective Rock Band Drum Pedals Which Defendants Refused to**
2 **Replace**

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

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

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

11 40. Plaintiff F. Jason Vasquez purchased a *Rock Band* drum kit, which included a
12 bass drum pedal similar to one depicted in Figure 1, on or about December 15, 2007.

13 41. In February 2008, the drum pedal of Plaintiff Vasquez's *Rock Band* drum kit
14 broke while Plaintiff Vasquez was playing the *Rock Band* game. Specifically, the plastic plate of
15 the pedal snapped in half, thus rendering the pedal inoperable.
16

17 42. In March of 2008, Plaintiff Vasquez purchased a replacement plate, made out of
18 sheet metal rather than plastic, for his *Rock Band* drum pedal. Without the replacement plate,
19 Plaintiff Vasquez would have been unable to use his *Rock Band* drum kit or effectively play and
20 enjoy his *Rock Band* game, as marketed and advertised by Defendants.
21

22 **CLASS ACTION ALLEGATIONS**

23 43. Plaintiffs bring this action on behalf of themselves and all others similarly situated
24 as representatives of the following class:
25

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

1 44. The proposed class is so numerous that joinder of all members is impracticable.

2 45. The claims of Plaintiffs are typical of the claims of the class.

3 46. Plaintiffs will fairly and accurately protect the interests of the class. Plaintiffs
4
5 have no interests antagonistic to those of the class, and they have retained counsel experienced in
6 consumer class action litigation.

7 47. Defendants have acted or refused to act on grounds generally applicable to the
8 class.

9 48. Questions of law or fact common to the class predominate over questions
10 affecting only individual class members.

11 49. A class action is superior to all other forms of adjudication.

12 50. There are multiple questions of law or fact that are common to the class. These
13 include, but are not limited to, the following:

- 14 A. Whether the *Rock Band* bass drum pedal, which is a component of the
15 *Rock Band* drum kit, was defective in design or manufacture;
- 16 B. Whether the *Rock Band* bass drum pedal, which is a component of the
17 *Rock Band* drum kit, was of merchantable quality;
- 18 C. Whether the *Rock Band* bass drum pedal, which is a component of the
19 *Rock Band* drum kit, was fit for its intended purpose;
- 20 D. Whether Defendants breached implied warranties;
- 21 E. Whether Defendants omitted material information regarding the quality,
22 functionality, performance, and/or durability of the *Rock Band* bass drum
23 pedal;
- 24 F. Whether Defendants violated the California Consumers Legal Remedies
25 Act, CAL. CIV. CODE §§ 1750 *et seq.*
- 26
27
28

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

3
4 **COUNT I**

5 *(Breach of Implied Warranties of Merchantability)*

6 51. Plaintiffs herein repeat, reiterate, and reallege each and every allegation contained
7 in the preceding and subsequent paragraphs, with the same force and effect as though the same
8 were set forth at length herein.

9 52. Defendants impliedly warranted that each of the components of the *Rock Band*
10 drum kit, including the bass drum pedal, were of merchantable quality and would perform
11 adequately under ordinary and expected usage.

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

14 54. By selling products that are defective, Defendants breached their implied
15 warranties of merchantability.

16 55. Plaintiffs and the class are entitled to damages flowing from Defendants' breach
17 of their implied warranties of merchantability.

18
19
20 **COUNT II**

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

22 56. Plaintiffs herein repeat, reiterate, and reallege each and every allegation contained
23 in the preceding and subsequent paragraphs, with the same force and effect as though the same
24 were set forth at length herein.

25 57. Defendants impliedly warranted that each of the components of the *Rock Band*
26 drum kit, including the bass drum pedal, was fit for the particular purposes for which such
27 products were marketed, advertised, and sold to Plaintiffs and members of the proposed class.
28

1 or practices undertaken by any person in a transaction intended to result or
2 which results in the sale or lease of goods or services to any consumer are
unlawful:

- 3 (5) Representing that goods or services have ... characteristics, ... [or]
4 benefits ... which they do not have ...
- 5 (7) Representing that goods or services are of a particular standard,
6 quality, or grade ... if they are of another...
- 7 (9) Advertising goods or services with intent not to sell them as
8 advertised...

9 CAL. CIV. CODE § 1770(a).

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

12 68. Plaintiff and members of the plaintiff class request that this Court enjoin
13 Defendants from continuing to employ the unlawful methods, acts and practices alleged above,
14 pursuant to CAL. CIV. CODE § 1780(a)(2). Unless Defendants are permanently enjoined from
15 continuing to engage in such violations of the CLRA, consumers of Defendants' products will be
16 damaged by Defendants' acts and practices in the same way as have Plaintiff and members of the
17 class.
18 class.

19 **COUNT IV**

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

22

23 69. Plaintiffs herein repeat, reiterate, and reallege each and every allegation contained
24 in the preceding and subsequent paragraphs, with the same force and effect as though the same
25 were set forth at length herein.

26

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

1 71. In particular, the following acts, among others, constitute deceptive
2 representations and/or unfair and deceptive business practices:

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

6 B. Defendants' failing to disclose and/or concealing that the *Rock Band* bass
7 drum pedals would readily break under ordinary and expected usage, thus
8 preventing Plaintiffs and the proposed class from using the *Rock Band*
9 drum kits and playing the *Rock Band* video game in the manner marketed
10 and advertised by Defendant.

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

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

15 73. Defendants' acts and practices as described herein have deceived and/or are likely
16 to deceive members of the consuming public.

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

20 75. Defendants, through their unfair, deceptive and unlawful business practices, have
21 acquired money from class members. Thus, Plaintiffs and plaintiff class members request that
22 this Court restore this money to them, enjoin Defendants from continuing to violate Business &
23 Professions Code §§ 17200, *et seq.*, and order disgorgement.

24 **WHEREFORE**, Plaintiffs request the following relief, on their own behalf and on behalf
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28

1 of the class:

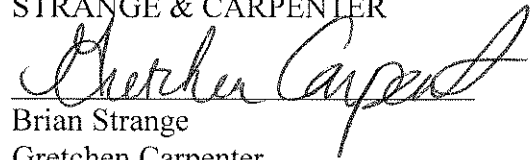
- 2 1. An order confirming that this action is properly maintainable as a class action and
3 appointing Plaintiffs and their counsel to represent the class;
4
5 2. An award of damages, restitution, and all other monetary relief authorized by law
6 or referenced herein;
7
8 3. An order enjoining Defendants from their wrongful conduct;
9
10 4. An award of prejudgment interest and post-judgment interest;
11
12 5. An award providing for payment of costs of suit, including payment of experts'
13 fees and expenses;
14
15 6. An award of reasonable attorneys' fees; and
16
17 7. Such other and further relief as this Court may deem proper and just.

14 DATED: December 23, 2008

Respectfully submitted,

STRANGE & CARPENTER

16 By:



Brian Strange
Gretchen Carpenter
Attorneys for Plaintiffs

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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury.

DATED: December 23, 2008

Respectfully submitted,

STRANGE & CARPENTER

By:

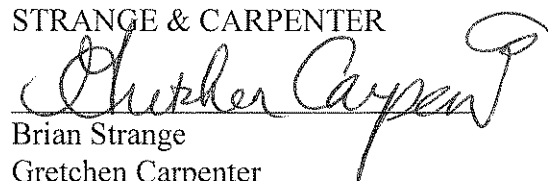

Brian Strange
Gretchen Carpenter
Attorneys for Plaintiffs

EXHIBIT 1

Rock Band Forums > Rock Band Support > Game Tech Support
Pictures of broken drum pedal.

Register or Login

Today's Posts

Search

POST REPLY

Page 1 of 3 1 2 3 >

Thread Tools



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, becuae 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?t=20031>



Goliath9592

Roadie

Join Date: Dec 2007

Posts: 113



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

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

I love jesus, have faith.



Goliath9592

Roadie

Join Date: Dec 2007

Posts: 113



A better look at it...

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

I love Jesus, have faith.

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



rune2004
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)...

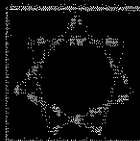
EIBeez
Merch-Table

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/v1...ak/kicker2.jpg>

<http://img.photobucket.com/albums/v1...ak/kicker1.jpg>



integral_taken
Roadie

Join Date: Dec 2007
Posts: 116

Quote:

Originally Posted by EIBeez

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: **Integralus** - Message: Put Tool in Rock Band.
<http://card.mygamercard.net/aero/xtaken147x.png>
Completed Endless Setlist on Hard 1/6/08

fr3ez3time311
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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HARMONIX

XBOX 360 LIVE



Wii



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dw

Pearl
The Best Music by the Drum

SHURE

Z SENNHEISER

Zildjian

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LEADERBOARDS BATTLE OF THE BANDS MERCH BOOTH EVENTS

Rock Band Forums > Rock Band Support > Game Tech Support
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_Beelzebub
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_Beezebub:

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.



MissTeya
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.



meanie.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, 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.

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."

amillionpictures

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



meanie.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?

plankeye

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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TEEN
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 Suggestive Themes
 ONLINE INTERACTIONS
 Online Interactions
 Not Rated by the ESRB

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meanie.lee
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.....

22



Dimebag_
Merch-Table

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

Thats where mine broke

http://www.rock-cards.com/rock_image...ame=Wang_Salad

Bands: Wang Sald, Satanic Acid ,and Cock'd Guns

Location: Edmonton Alberta Canada

23

Xerosnake90
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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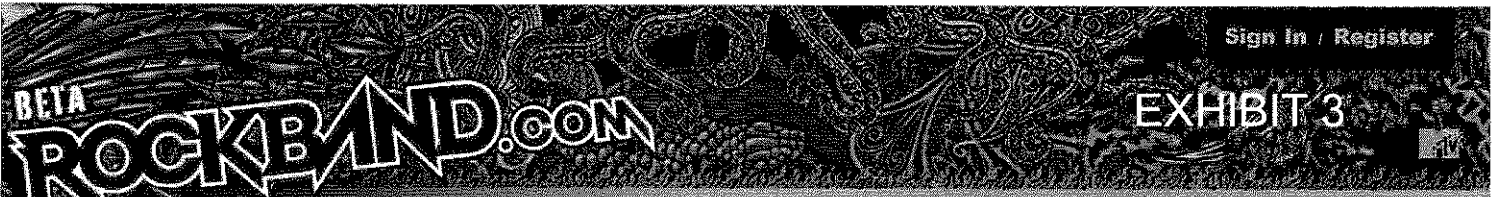
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Update on Warranty 6/26/08

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hmxsean
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.

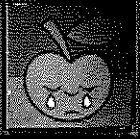
Harmonix and MTV Games have always, and will always, remain open to fan feedback about your experience with Rock Band. This feedback is crucial to our development, as it allows us to provide you with the ultimate rock experience and meet your needs as members of the Rock Band community. Thanks to your 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: 3,791

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.



elfreako
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 hmxsean

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 Mama's Boy, the newest progressive folk hair metal band straight outta London!



rockbandrocker123321

Rocker

Join Date: Dec 2007

Posts: 678

YES!!!

Thnaks guys!

Will this include RMA on the disc it self 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

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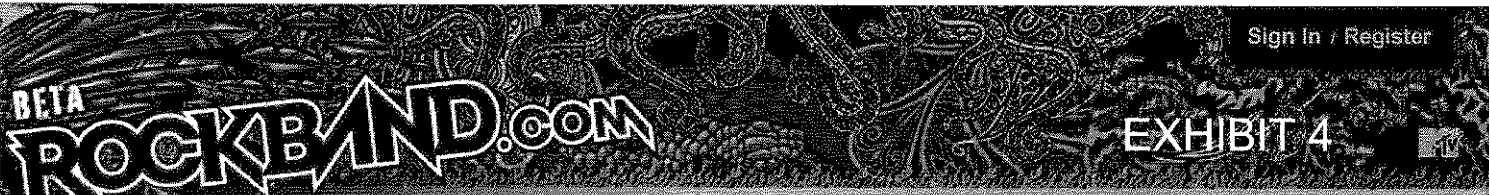
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Encore! Rock Band 2 Announced!

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 cooperative 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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- 20 Free DLC Tracks for Rock Band 2** October 22, 2008
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- Offspring 3-Pack DLC Plus 6 Bonus Tracks** October 16, 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-mined 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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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](#)

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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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