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12
13 **UNITED STATES DISTRICT COURT**
14
15 **NORTHERN DISTRICT OF CALIFORNIA**

16 ROBERT FELTER, on his own behalf and on
17 behalf of all others similarly situated,

18 Plaintiff,

19 vs.

20 DELL TECHNOLOGIES, INC., a Texas
21 Corporation, and DOES 1-10 inclusive,

22 Defendants.

- 1. **BREACH OF CONTRACT AND WARRANTY**
- 2. **VIOLATION OF CALIFORNIA CONSUMER LEGAL REMEDIES ACT, CIVIL CODE § 1750, et seq.**
- 3. **UNLAWFUL AND UNFAIR BUSINESS PRACTICES, CALIFORNIA CIVIL CODE § 17200, et seq.**
- 4. **FALSE ADVERTISING, CALIFORNIA CIVIL CODE § 17500, et seq.**

1 Plaintiff Robert Felter, individually and on behalf of all others similarly situated, complains and
2 alleges, by and through his attorneys, upon personal knowledge and information and belief, as
3 follows:

4 **NATURE OF THE ACTION**

5 1. This Complaint is necessary to redress the greed of Defendant, Dell Technologies
6 (“Dell”), practiced to the detriment of its consumers. Dell intentionally misled and deceived the
7 public in order to create a competitive advantage based on false representation to boost sales of
8 its flagship gaming laptop, the Alienware Area 51M R1 (“Area 51M R1”), in the intensely
9 competitive gaming laptop market segment.
10

11 2. It did so by affirmatively and falsely misrepresenting characteristics and qualities
12 of the Area 51M R1 that it knew did not exist, to lure unsuspecting customers to pay a higher
13 price for the Area 51M R1 than it merited without the represented qualities and characteristics,
14 and to choose the Area 51M R1 over other competing products, which might have been chosen
15 had Dell accurately, and truthfully described the quality and characteristics of the Area 51M R1.
16
17

18 3. Most prominently, Dell falsely advertised to consumers that the Area 51M R1's
19 core hardware components, its Central Processing Unit (“CPU”), and its Graphics Processing
20 Unit (“GPU”) (CPU and GPU are at times collectively referred to as “Core Components”), were
21 fully upgradeable to future Intel CPUs and NVIDIA GPUs.
22

23 4. Core Components across different brands of gaming laptops are virtually identical
24 with all manufacturers offering the same Intel CPUs and the same NVIDIA GPUs. For this
25 reason, manufacturers are forced to differentiate and market their products based on other criteria
26 such as price, aesthetics, and/or other unique features.
27
28

1 5. Core Components act as the central and graphics engines of a computer and are
2 responsible for gaming performance. Unlike desktop computers, laptops have traditionally been
3 built with permanently affixed CPUs and GPUs, making them impossible to remove and thus to
4 upgrade. As a result, consumers are unable to swap their laptop's existing Core Components for
5 faster, more powerful, next generation CPUs and GPUs. Rather, consumers must purchase an
6 entirely new laptop when seeking an upgrade to next generation Core Components powerful
7 enough to play the latest, and more technologically demanding, computer games. This quality,
8 in particular, limits the usable life, and consequently, the market value of gaming laptops. Dell's
9 representation that the Area 51M had "unprecedented upgradeability" appeared to remove this
10 limitation on product life and market value.

11
12
13 6. To the gaming consumer, this "unprecedented upgradeability" as Dell described
14 it, i.e. a laptop that is upgradeable like a desktop, is the elusive holy grail of mobile computing.
15 Dell went as far as to call the Area 51M a "mobile desktop" to further cement its alleged material
16 capability that the Area 51M is upgradeable in the same way a desktop is upgradeable.

17
18 7. The Area 51M was released in Summer of 2019, about a year before the end of
19 the life cycle of its Core Component offerings. NVIDIA was set to release, and did release, its
20 updated, more powerful, mobile GPUs, the RTX 2060 *SUPER*, RTX 2070 *SUPER* and RTX
21 2080 *SUPER* in or about June 2020, and its highly anticipated next generation GPUs, the RTX
22 3000 series in the fall of 2020, which it released in September 2020. Additionally, INTEL was
23 set to release its 10th generation CPUs in or about the second quarter of 2020. As such, without
24 the represented "unprecedented upgradeability," consumers had little incentive to purchase the
25 Area 51M, which cost upwards of \$5000 when fully optioned, knowing that its Core
26 Components would become outdated in less than one year.
27
28

1 8. Dell released the Area 51M R1 near the end of the life cycle of its CPU and GPU.
2 As such, Dell knew it had to address consumers' hesitation to purchase the Area 51M R1 shortly
3 before its Core Components became outdated. To that end, Dell represented that the Area 51M's
4 Core Components were upgradeable, thereby addressing any hesitation or apprehension
5 consumers had regarding its soon to be outdated Core Components.
6

7 9. In reality, the Area 51M R1's Core Components were *not* upgradeable. Dell has
8 admitted that. Dell falsely told consumers that the Area 51M R1's Core Components were
9 upgradeable to motivate buyers unwilling to purchase a gaming laptop near the end of its Core
10 Components' generational life cycle and to create a significant (though false) competitive
11 advantage against other gaming laptop manufacturers, as no other company offered a laptop with
12 such capability at the time the Area 51M R1 went on sale.
13

14 10. Plaintiffs therefore seek restitution from Dell for violation of the False
15 Advertising Law and Unfair Competition Law, damages for fraudulent misrepresentation, and
16 injunctive relief pursuant to the Consumers Legal Remedies Act.
17

18 **PLAINTIFFS**

19 11. Plaintiff Robert Felter ("Plaintiff") is an individual residing in the state of
20 California and the County of San Francisco. Plaintiff purchased an Area 51M R1 for
21 approximately \$2700.00, in or about July 1, 2020.
22

23 12. On personal knowledge, Plaintiffs purchased the Area 51M R1 for personal use
24 and entertainment, and not for resale or distribution.

25 13. Plaintiffs decided to purchase the Area 51M R1 after viewing Defendant's
26 advertisements and promotional material online, including on Defendant's own website, which
27 represented that the laptop's Core Components were upgradeable.
28

1 14. The represented upgradeability of the Area 51M's Core Components to future
2 Core Components was a material factor in Plaintiff's decision to purchase the unit.

3 15. On or about June 2020, NVIDIA upgraded its RTX 2000 series GPUs to the RTX
4 SUPER 2000 in the form of the RTX 2060 SUPER, RTX 2070 SUPER, and RTX 2080 SUPER.
5 In the second quarter of 2020, INTEL released its upgraded CPUs in the form of the INTEL 10th
6 generation CPU.
7

8 16. Or about June 12, 2020, Dell released the Alienware Area 51M R2 which carried
9 the new INTEL 10th generation CPU and the new NVIDIA RTX SUPER 2000 series.

10 17. After his purchase, Plaintiff later inquired about upgrading his Area 51M's Core
11 Components but learned that, contrary to Dell's repeated promises that the Area 51M is
12 upgradeable, none of the Area 51M's Core Components were, in fact, upgradeable in any way.
13 The Area 51M's CPU was not upgradeable to the new INTEL 10th generation CPU, nor was its
14 GPU upgradeable to the new NVIDIA RTX SUPER 2000 series. In fact, the only way Plaintiff
15 could own a laptop with these newly released upgraded Core Components was to spend several
16 thousand dollars more than what an upgrade would cost to purchase the then-newly released
17 Alienware Area 51M R2 or a similarly equipped laptop from another manufacturer.
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20

21 **DEFENDANT**

22 18. Alienware is a wholly owned subsidiary of the Dell Technologies conglomerate, a
23 multinational computer technology company headquartered in Round Rock, Texas, that
24 develops, sells, repairs and supports computers and related products. Dell maintains a number of
25 offices in California, including in Irvine, and in Santa Clara.
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