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11 Defendant GIBSON BRANDS, INC.

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14 SOUTHERN DIVISION

15 TREVOR ORMOND, individually and) Orange County Superior Court Case
16 on behalf of all others similarly situated,) No. 30-2021-01212948-CU-BT-CXC
17)
18) Case No. 8:21-cv-1552
19 Plaintiff,)
20)
21 vs.) **NOTICE OF REMOVAL OF CIVIL**
22) **ACTION BY DEFENDANT**
23) **GIBSON BRANDS, INC.**
24 Gibson Brands, Inc.)
25)
26) **[CLASS ACTION FAIRNESS ACT**
27 Defendant.) **JURISDICTION]**
28)
29) **28 U.S.C. §§ 1332 & 1453**

TABLE OF CONTENTS

I. BACKGROUND	1
II. ANALYSIS.....	3
a. Removal is Timely.....	3
b. The Complaint is Subject to Removal Under CAFA.....	4
i. There Are at Least 100 Class Members in the Proposed Classes.....	4
ii. The Requisite \$5 Million Amount in Controversy is Satisfied.....	6
iii. The Diversity of Citizenship Requirement is Satisfied.....	9
c. No CAFA Exceptions Apply.....	10
d. Other Procedural Requisites for Removal are Satisfied.....	10
III. CONCLUSION.....	10

TABLE OF AUTHORITIES

CASES

<i>Cain v. Hartford Life & Accident Ins. Co</i> 890 F. Supp. 2d 1246, 1249 (C.D. Cal. 2012)...	6
<i>Dart Cherokee Basin Operating Co., LLC v. Owens</i> 135 S.Ct. 547, 549-50, (2014).....	7
<i>Guglielmino v. McKee Foods Corp.</i> 506 F.3d 696, 700 (9th Cir. 2007)	8
<i>Serrano v. 180 Connect, Inc.</i> 478 F.3d 1018, 1021 (9th Cir. 2007)	10
<i>Tompkins v. Basic Research LLC</i> No. 5-08-244, 2008 WL 71808316, at *4 & n.9 (E.D. Cal. Apr. 22, 2008)	8

CODES AND STATUTES

28 U.S.C. §§ 1332	passim
28 U.S.C. §§ 1441	1,4,10
28 U.S.C. §§ 1446	passim
28 U.S.C. §§ 1453	1,4
California Code of Civil Procedure § 1780.....	7
James Wm. Moore et al., Moore’s Federal Practice’s 102.26(c)(iii) (3d ed. 2010)	8

1 **TO THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT**
2 **COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN**
3 **DIVISION AND TO PLAINTIFF TREVOR ORMOND AND HIS ATTORNEYS**
4 **OF RECORD:**

5
6 **PLEASE TAKE NOTICE** that Defendant Gibson Brands, Inc. (“Gibson”) hereby
7 removes the above titled action from the Superior Court of the State of California for the
8 County of Orange to the United States District Court for the Central District of California –
9 Southern Division under the Class Action Fairness Act (“CAFA”), pursuant to 28 U.S.C. §§
10 1332(d), 1441, 1446, and 1453 on the grounds that: (a) Plaintiff Trevor Ormond is a citizen
11 different from Gibson; (b) the matter in controversy exceeds the sum or value of \$5,000,000,
12 exclusive of interest and costs; and (c) the number of members of all proposed plaintiff
13 classes in the aggregate is more than 100.

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15
16
17 **I. BACKGROUND**

18 1. On July 27, 2021, Plaintiff commenced a class-action lawsuit against Gibson in
19 the Superior Court of the State of California for the County of Orange, entitled “*Trevor*
20 *Ormond, individually and on behalf of all others similarly situated, Plaintiff v. Gibson Brands, Inc.,*
21 *Defendant,*” Case No. 30-2021-01212948-CU-BT-CXC (the “Complaint”).

22
23 2. On August 18, 2021, Plaintiff served the Summons, Complaint, Civil Case Cover
24 Sheet, and ADR Information Packet through an email to Gibson’s counsel. A true and
25 correct copy of the Summons is attached as **Exhibit A**. A true and correct copy of the Civil
26
27
28

1 Case Cover Sheet is attached as **Exhibit B**. A true and correct copy of the Complaint is
2 attached as **Exhibit C**.

3
4 3. Exhibits A through C to this Notice of Removal constitute all pleadings,
5 process, and orders served in this action at the time of removal.

6 4. Plaintiff's Complaint defines the putative classes as follows:

7
8 a. "All persons who purchased one or more of Defendant's products within
9 California during four (4) years immediately preceding the filing of the
10 Complaint through the date of class certification, which were accompanied
11 by a warranty or product registration card or form, or an electronic online
12 warranty or product registration form, to be completed and returned by the
13 consumer, which do not contain statements, each displayed in a clear and
14 conspicuous manner, informing the consumer that: i) the card or form is for
15 product registration, and ii) informing the consumer that failure to complete
16 and return the card or form does not diminish his or her warranty rights."

17
18 Ex. C, ¶ 45(a);

19
20 b. "All persons who purchased one or more of Defendant's products within
21 California during the four (4) years immediately preceding the filing of the
22 Complaint through the date of class certification, which were accompanied
23 by a warranty or product registration card or form, or an electronic online
24 warranty or product registration form, which is labeled as a warranty
25 registration or a warranty confirmation." Ex. C, ¶ 45(b);
26
27
28

1 c. “All persons who purchased one or more of Defendant’s products within
2 California during three (3) years immediately preceding the filing of the
3 Complaint through the date of class certification, which were advertised as
4 being accompanied with an express warranty but which do not contain a
5 warranty, and/or contain warranty activation, confirmation or registration
6 cards requiring persons to provide their personal data or take additional steps
7 in order to receive a warranty.” Ex. C, ¶ 45(c).

8
9
10 5. Plaintiff alleges the following causes of action against Gibson on behalf of
11 himself and the proposed putative classes: (1) Violation of the Song-Beverly Consumer
12 Warranty Act; (2) Violation of California’s Consumer Legal Remedies Act; and (3) Violation
13 of California’s Unfair Competition Law.
14

15 **II. ANALYSIS**

16 **a. Removal is Timely**

17
18 6. 28 U.S.C. § 1446(b)(1) provides that “[t]he notice of removal of a civil action or
19 proceeding shall be filed within 30 days after the receipt by the defendant, through service or
20 otherwise, a copy of the initial pleading setting forth the claim for relief upon which such
21 action or proceeding is based”
22

23
24 7. Plaintiff served Gibson via email on August 18, 2021. *See* **Exhibit D**,
25 Acknowledgement of Receipt. The parties agreed to an extension to respond to the
26 complaint, and filed a Joint Stipulation to Extend Time to Respond to Complaint, as such this
27 response and removal is timely. *See* **Exhibit E**.
28

b. The Complaint is Subject to Removal Under CAFA

8. The Court has original jurisdiction over this action pursuant to CAFA. As such, this action may be removed to this Court by Gibson pursuant to 28 U.S.C. §§ 1332(d), 1441, 1446, and 1453.

9. Under CAFA, the federal district court has jurisdiction if:

- a. There are at least 100 class members in all proposed classes; and
- b. The combined claims of all class members exceed \$5 million exclusive of interest and costs; and
- c. Any class member (named or not) is a citizen of a different state than any defendant.

See 28 U.S.C. §§ 1332(d)(2), 1332(d)(5)(B) and 1453(a).

i. There Are at Least 100 Class Members in the Proposed Classes

10. Plaintiff purports to bring this action on behalf of the following classes:

- a. “All persons who purchased one or more of Defendant’s products within California during four (4) years immediately preceding the filing of the Complaint through the date of class certification, which were accompanied by a warranty or product registration card or form, or an electronic online warranty or product registration form, to be completed and returned by the consumer, which do not contain statements, each displayed in a clear and conspicuous manner, informing the consumer that: i) the card or form is for product registration, and ii) informing the consumer that failure to complete

1 and return the card or form does not diminish his or her warranty rights.”

2 [Ex. C, ¶ 45(a)];

3
4 b. “All persons who purchased one or more of Defendant’s products within
5 California during the four (4) years immediately preceding the filing of the
6 Complaint through the date of class certification, which were accompanied
7 by a warranty or product registration card or form, or an electronic online
8 warranty or product registration form, which is labeled as a warranty
9 registration or a warranty confirmation.” [Ex. C, ¶ 45(b)];

10
11 c. “All persons who purchased one or more of Defendant’s products within
12 California during three (3) years immediately preceding the filing of the
13 Complaint through the date of class certification, which were advertised as
14 being accompanied with an express warranty but which do not contain a
15 warranty, and/or contain warranty activation, confirmation or registration
16 cards requiring persons to provide their personal data or take additional steps
17 in order to receive a warranty.” [Ex. C, ¶ 45(c)].

18
19
20
21 11. The Complaint alleges that “joinder of the Class members is impactable,” and
22 states that the “Class members number in the several thousands, if not substantially more.”
23 [Complaint §§ 48, 51].

24
25 12. According to Plaintiff’s Complaint, the putative class includes all customers who
26 have bought Gibson guitars, in-store or online, that were accompanied by a warranty or
27 product registration during the class period. [Complaint § 45]. Gibson guitars are extremely
28

popular, and many sales have occurred in California over the last three to four years. The size of the putative class thus well exceeds 100 members.

ii. The Requisite \$5 Million Amount in Controversy is Satisfied¹

13. Defendant denies Plaintiffs' substantive allegations, the appropriateness of class treatment, and that Plaintiffs are entitled to any of the relief sought in their Complaint and does not waive any defense with respect to any of Plaintiffs' claims. Nonetheless, the amount in controversy is determined by accepting Plaintiffs' allegations as true. *See Cain v. Hartford Life & Accident Ins. Co.*, 890 F. Supp. 2d 1246, 1249 (C.D. Cal. 2012) ("In measuring the amount in controversy, a court must assume that the allegations of the complaint are true and assume that a jury will return a verdict for the plaintiff on all claims made in the complaint.").

14. Here, taking the Plaintiffs' allegations as true, the amount in controversy in this action (including attorney fees) exceeds \$5,000,000. The Prayer for Relief requests, inter alia, the following relief:

- a. For an order compelling Defendant to make restitution to Plaintiff and Class members under the SBA in an amount equal to the total amounts paid and payable for Class products;
- b. For actual damages;
- c. For a civil penalty of two-times actual damages;

¹ In alleging the amount in controversy for purposes of CAFA removal, Gibson specifically denies that it is liable to Plaintiff or the putative classes for any of the claims alleged in the Complaint, deny that the allegations in the Complaint are accurate, and deny that Plaintiff and the putative classes are entitled to any of the monetary relief requested in the Complaint. Gibson further denies that any or all of the putative class members are appropriately included in the putative class.

- d. For punitive damages;
- e. For actual damages, injunctive relief, restitution, and punitive damages pursuant to California Code of Civil Procedure § 1780;
- f. For an order that Defendant engage in corrective advertising campaign; and
- g. For attorney's fees, costs of suit, and out of pocket expenses.

[Complaint, Prayer for Relief Nos. 5-9, 12, 14].

15. It is black letter law that “the amount-in-controversy allegation of a defendant seeking federal-court adjudication should be accepted when not contested by plaintiff or questioned by the court.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S.Ct. 547, 549-50, (2014) (citations omitted). *See also* Schwarzer, Tashima, et. al., *California Practice Guide: Federal Civil Procedure Before Trial* (2016) § 2:2395, at 2D-30 (“[D]efendant may simply allege in its notice of removal that the jurisdictional threshold has been met and discovery may be taken with regard to that question.”); *id.* § 2:3435 at 2D-172-73 (“Defendant’s notice of removal ‘need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.’”). Additionally, CAFA’s legislative history indicates that even if the Court “is uncertain about whether all matters in controversy in a purported class action do not in the aggregate exceed the sum or value of \$5,000,000, the court should err in favor of exercising jurisdiction over the case.” Senate Report on the Class Action Fairness Act of 2005 Dates of Consideration and Passage, S. Rep. 109-14.

16. Plaintiffs’ seek monetary refunds equal to the amount paid for the products, disgorgements of Gibson’s profits, monetary damages, and civil penalties of two-times actual

1 damages. They also seek punitive damages. Given the number of potential class members,
2 the retail price of the products, and the number of products each potential Class member
3 could have purchased, the amount in controversy easily exceeds \$5,000,000.
4

5 17. Moreover, Plaintiffs also seek an award of attorney's fees. This amount should
6 also be included in the amount in controversy. *See Guglielmino v. McKee Foods Corp.*, 506 F.3d
7 696, 700 (9th Cir. 2007) (finding amount in controversy includes attorneys' fees in
8 determining removal as only interests and costs are excluded). Although Gibson denies
9 Plaintiffs' claim for attorneys' fees, for purposes of removal the Ninth Circuit uses a
10 benchmark rate of twenty-five percent of the potential damages as the amount of attorneys'
11 fees. *In re Quintus Sec. Litig.*, 148 F. Supp. 2d 967, 973 (N.D. Cal. 2001) (benchmark for
12 attorneys' fees is 25% of the common fund). Assuming the amount in controversy is
13 \$5,000,000, and award of 25% attorneys' fees would be an additional \$1,250,000.
14
15
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17 18. Plaintiffs also seek injunctive relief, including corrective advertising. The
18 potential cost of compliance with a request for injunctive relief may be considered when
19 calculating the amount put in controversy under CAFA. *Tompkins v. Basic Research LLC*, No.
20 5-08-244, 2008 WL 71808316, at *4 & n.9 (E.D. Cal. Apr. 22, 2008) (noting that under
21 CAFA, the amount put in controversy includes defendants' potential costs of compliance
22 with a request for injunctive relief). *See also* James Wm. Moore et al., *Moore's Federal*
23 *Practice's* 102.26(c)(iii) (3d ed. 2010) ("The amount in controversy in CAFA cases may be
24 determined on the basis of the aggregate value to either the plaintiff class members or to the
25 defendants."). The costs to comply with an injunction could potentially be significant and
26
27
28

1 Plaintiffs' request for injunctive relief further takes the amount in controversy over
2 \$5,000,000.

3
4 19. While the Plaintiffs' claim for damages, in itself, puts the amount in controversy
5 above \$5,000,000, the actual, punitive and statutory damages, attorneys' fees, and injunctive
6 relief costs clearly rise above \$5,000,000.

7
8 **iii. The Diversity of Citizenship Requirement is Satisfied**

9 20. Diversity exists for purposes of removal under CAFA where "any member of a
10 class of plaintiffs is a citizen of a State different from any defendant." 28 U.S.C. § 1332(d)(2).
11 "[T]he term 'class members' means the persons (named or unnamed) who fall within the
12 definition of the proposed or certified call in a class action." 28 U.S.C. 1332(d)(1)(D).

13
14 21. The Plaintiff is a resident of California. [Complaint ¶ 9]. In addition, the
15 putative class will likely include consumers purchasing Gibson guitars who reside in other
16 states but purchase the Gibson guitar in California.

17
18 22. The Complaint alleges that Gibson is "a Delaware Corporation." [Complaint ¶
19 11]. Additionally, the Complaint alleges Gibson's principal place of business is in Nashville,
20 Tennessee. *Id.* Gibson admits the above listed allegations in ¶ 11. Therefore, under 28 U.S.C.
21 § 1332(c)(1), Gibson is a citizen of Delaware and Tennessee.

22
23 23. The diversity requirement is clearly satisfied because the putative class includes
24 members from California and Gibson is not a citizen of California.
25
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28

1 **c. No CAFA Exceptions Apply**

2 24. The Complaint does not fall within any of the exclusions to removal jurisdiction
3
4 recognized by 28 U.S.C. § 1332(d), and Plaintiffs have the burden to prove otherwise. *See*
5 *Serrano v. 180 Connect, Inc.*, 478 F.3d 1018, 1021 (9th Cir. 2007) (“[T]he party seeking remand
6 bears the burden to prove an exception to CAFA’s jurisdiction.”).

7 **d. Other Procedural Requisites for Removal are Satisfied**

8 25. Removal to this judicial district and division is proper under 28 U.S.C. §§
9
10 1441(a) and 1446(a) because the Superior Court of the State of California for the County of
11
12 Orange is located within the Central District of California – Southern Division.

13 26. Pursuant to 28 U.S.C. 1446(d), a copy of this Notice of Removal and all
14
15 documents in support thereof and concurrently therewith are being filed with the Clerk of the
16
17 Superior Court of the State of California for the County of Orange. Written notice of the
18 filing of this Notice of Removal is being served upon counsel for Plaintiffs.

19 **III. CONCLUSION**

20 Gibson respectfully submits that this action is removed to the Central District of
21
22 California – Southern Division pursuant to the Class Action Fairness Act.

23 Dated: September 21, 2021

BATES & BATES, LLC

24 By: /s/Andrea E Bates
25 ANDREA E. BATES
26 California Bar No. 192491
27 KURT W. SCHUETTINGER
28 California Bar No. 295879
 1890 Marietta Boulevard
 Atlanta, Georgia 30318

(404) 228-7439

Attorneys for DEFENDANT
GIBSON BRANDS, INC.

PROOF OF SERVICE

I, the undersigned, say:

I am a citizen of the United States and I am a member of the Bar of this Court. I am over the age of 18 and not a party to the within-entitled action. My business address is 1890 Marietta Boulevard NW, Atlanta, Georgia 30318.

On September 21, 2021, I caused to be served the foregoing document(s):

Notice of Removal to Federal Court

☒ **BY MAIL:** On the date of execution of this declaration, I caused to be served the documents described above on all parties in this action by placing the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collection and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid. a true copy thereof enclosed in a sealed envelope and mailing it to the following address:

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused the document(s) to be sent from e-mail address abates@bates-bates.com to the persons in the e-mail addresses listed in the service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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I certify under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed on September 21, 2021.

By: /s/Andrea E Bates
ANDREA E. BATES

EXHIBIT C

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Assigned for all Purposes

Judge Kirk Nakamura

CX-103

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[Additional Counsel On Signature Page]

Attorneys for Plaintiff,
Trevor Ormond

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE –UNLIMITED CIVIL**

TREVOR ORMOND,
individually and on behalf of all
others similarly situated,

Plaintiff,

v.

GIBSON BRANDS, INC.

Defendant.

Case No.: 30-2021-01212948-CU-BT-CXC

**CLASS ACTION COMPLAINT FOR
DAMAGES AND PUBLIC
INJUNCTIVE RELIEF**

- I. VIOLATION OF THE
SONG-BEVERLY
CONSUMER WARRANTY
ACT;**
- II. VIOLATION OF THE
CONSUMER LEGAL
REMEDIES ACT;**
- III. VIOLATION OF
CALIFORNIA’S UNFAIR
COMPETITION LAW**

JURY TRIAL DEMANDED



1. Plaintiff Trevor Ormond (“Plaintiff”), on behalf of himself and all others similarly situated, brings this class action suit against Gibson Brands, Inc. (“Defendant”) for violations of California’s Song Beverly Consumer Warranty Act (“SBA”), *California Civil Code* §§ 1790, *et seq.*; California’s Consumer Legal Remedies Act (“CLRA”), *California Civil Code* §§ 1750, *et seq.*; and California’s Unfair Competition Law (“UCL”), *California Business and Professions Code* §§ 17200, *et seq.*

SUMMARY

2. Defendant is a manufacturer of consumer goods and advertises that its products are sold with express warranties.

3. Defendant includes with its product packaging a warranty registration form, and also makes a warranty registration form available online.

4. The SBA explicitly requires a manufacturer who chooses to provide a warranty or product registration card or form, or an electronic online warranty or product registration form, to be completed and returned by the consumer, to have the card or form include statements that:

- a. Inform the consumer that the card or form is for product registration; and,
- b. Inform the consumer that failure to complete and return the card or form does not diminish the individual’s warranty rights.

5. Defendant intentionally omitted any such statements that are expressly required by the SBA.

6. As a result of Defendant’s unlawful and deceitful business practices, Defendant is able to chill warranty claims and benefit economically by duping consumers into thinking they do not have warranty rights unless they fill out the form and provide their personal information to Defendant. Or even worse, consumers actually do not have the warranties that were promised to them when they purchased their products as they must now register their warranties, a requirement that was not disclosed at the time of purchase. Consumers are thus additionally deceived into

1 purchasing products they would not have, had they known they did not actually
2 come with warranties.

3 7. Either scenario results in Defendant benefitting at the consumer's expense.

4 8. Defendant's unlawful and deceptive practices alleged herein violate the SBA, the
5 CLRA, and the UCL.

6 **PARTIES**

7 9. Plaintiff is, and at all times mentioned herein was, an individual residing in the
8 County of Orange, State of California.

9 10. Plaintiff is a purchaser of Defendant's Les Paul Traditional Pro V Mahogany Top
10 Electric Guitar (the "Product").

11 11. Upon information and belief, Defendant is a corporation organized under the laws
12 of Delaware with its headquarters in Nashville, Tennessee that does continuous
13 and substantial business throughout the state of California, including Orange
14 County.

15 12. At all relevant times, Defendant was engaged in the business of marketing,
16 supplying, and selling its products in California, including the Product purchased
17 by Plaintiff, to the public through a system of marketers, retailers and distributors.

18 13. All acts of employees of Defendant as alleged were authorized or ratified by an
19 officer, director, or managing agent of the employer.

20 **JURISDICTION AND VENUE**

21 14. Subject matter jurisdiction is proper in this Court over the California causes of
22 action, and because the amount in controversy is within the jurisdictional limit of
23 this Court.

24 15. This Court has personal jurisdiction over Defendant because Defendant conducts
25 business in the County of Orange, State of California; and, Plaintiff was injured
26 in the County of Orange where Plaintiff resides.

27 16. Venue is proper.
28

FACTUAL ALLEGATIONS

17. On or around July 19, 2020, Plaintiff visited the Guitar Center in Lake Forest, California, looking to purchase a new guitar.
18. Plaintiff saw many different guitars from different manufacturers advertised for sale at the Guitar Center.
19. According to the website for Guitar Center, Guitar Center is authorized to provide warranty service for various product brands, including Gibson.¹
20. While viewing the guitars, Plaintiff saw Defendant's Product, a Les Paul Traditional Pro V Mahogany Top Electric Guitar, advertised for sale.
21. Plaintiff believed that the Product was accompanied by a warranty, as any reasonable consumer would for this type of costly piece of musical equipment.
22. Plaintiff did not see any disclaimers or other information notifying Plaintiff that any special steps would be required to enjoy the benefits of a warranty.
23. Reasonably and personally believing the Product came with a warranty, Plaintiff purchased the Product for Plaintiff's personal use from the Guitar Center for approximately \$1,700.
24. Upon opening the Product's packaging, Plaintiff discovered a warranty registration form titled, "Gibson Gold Warranty" contained within the Product's packaging (see **Exhibit A** attached hereto).
25. Plaintiff was surprised that said form instructed Plaintiff that he was required to complete the form (and provide his personal information) in order to receive the warranty benefits.
26. Specifically, the warranty registration form instructed to "[p]lease supply requested information, sign and mail within 15 days of purchase to assure warranty coverage."
27. The form also required Plaintiff to provide his personal information, including

¹ www.guitarcenter.com/Services/Repairs.gc#gc-repairs-about-repairs, last accessed July 27, 2021.

name, address, email address, and telephone number as well as asking extremely pointed demographic and marketing questions.

28. This is not what Plaintiff reasonably expected at the time of purchase, nor what Plaintiff bargained for.

29. Defendant's warranty registration form did not inform Plaintiff that it was for *product* registration and that failure to complete and return the card did *not diminish Plaintiff's warranty rights* as required by *California Civil Code* § 1793.1.

30. In addition to providing physical warranty cards in its product's packaging, Defendant also makes warranty registration form available online on its website.

31. Specifically, Defendant's website contains a link titled "Warranty Registration & Info."²

32. Upon information and belief, in response to Plaintiff's demand for corrective action (dated June 17, 2021) and served pursuant to Cal. Civ. Code § 1782(a) at the place of purchase on June 21, 2021,³ Defendant changed its online registration form at <https://www.gibson.com/Support/Warranty-Registration> to include the phrase: "Failure to register your product purchase will not diminish your warranty rights."

33. As of the date of the filing of this Complaint, Defendant's website still contains the label "Warranty-Registration" in the website's URL and on its main webpage.⁴

34. Prior to the recent website changes, Defendant's website did not did not inform consumers that the online warranty registration form was for *product* registration and it did not inform consumers that failure to fill-out the online form did *not diminish their warranty rights* as required by *California Civil Code* § 1793.1.

² <https://www.gibson.com/> (last visited July 26, 2021).

³ The pre-litigation demand was also served on Defendant's agent for service on June 22, 2021.

⁴ See *Gibson, Support, Warranty Registration & Info*, <https://www.gibson.com/> (last visited July 26, 2021).



- 1 35. Additionally, prior to the recent website changes, when a consumer clicked the
2 “Warranty Registration & Info” link on Defendant’s website, a consumer was
3 directed to a webpage (<https://www.gibson.com/Support/Warranty-Registration>)
4 with instructions to “Register your Product to activate your Gibson Warranty.”
5 See **Exhibit B** attached hereto.
- 6 36. When a consumer selects a product to register, Defendant’s website requires a
7 consumer to enter his or her name, email address, country, place of purchase, and
8 color or finish of the instrument.
- 9 37. Upon information and belief, Defendant uses the personal information it collects
10 from the online registration form for its own business and marketing purposes and
11 for its own economic benefit.
- 12 38. Upon information and belief, Defendant intends for the warranty registration
13 requirement to have a chilling effect on warranty claims, preventing customers
14 who have not registered, or who choose not to register their warranties from
15 making warranty claims, thereby saving Defendant money in warranty repair and
16 administration costs.
- 17 39. Defendant has no right to access personal customer information through warranty
18 registration for these purposes, by not making the legally mandated disclosures to
19 customers.
- 20 40. Plaintiff would like to purchase additional products from Defendant in the future
21 if he can be assured that a warranty is not contingent on registration and/or
22 providing his personal information. However, as currently disclosed by
23 Defendant, Plaintiff is unable to determine whether a particular product made by
24 Defendant contains a warranty registration form.
- 25 41. Had the Product’s advertising disclosed that a product warranty was contingent on
26 completing a warranty registration card and providing personal information,
27 Plaintiff would not have purchased the Product, or alternatively would paid less
28 for the Product.

1 42. Upon information and belief, Defendant has not recalled its products that contain
2 a warranty registration form.

3 43. To date, even after making changes to its website, Defendant still tricks consumers
4 into providing their personal information in order to obtain warranty benefits by
5 stating on its website, “All products purchased from an authorized international
6 dealer *must be registered* with that authorized international distributor,”
7 notwithstanding a latter statement by Defendant on the same webpage that
8 “Failure to register your product purchase will not diminish your warranty
9 rights.”⁵

10 CLASS ALLEGATIONS

11 44. Plaintiff brings this action on behalf of himself and on behalf of all others similarly
12 situated (the “Classes”), pursuant to California Code of Civil Procedure Section
13 382 and/or California Code of Civil Procedure Section 1782.

14 45. Plaintiff represents and is a member of the Classes, consisting of:

15 a. All persons who purchased one or more of Defendant’s
16 products within California during the four (4) years
17 immediately preceding the filing of the Complaint through
18 the date of class certification, which were accompanied by a
19 warranty or product registration card or form, or an electronic
20 online warranty or product registration form, to be completed
21 and returned by the consumer, which do not contain
22 statements, each displayed in a clear and conspicuous
23 manner, informing the consumer that: i) the card or form is
for product registration, and ii) informing the consumer that
failure to complete and return the card or form does not
diminish his or her warranty rights.

24 b. All persons who purchased one or more of Defendant’s
25 products within California during the four (4) years
26 immediately preceding the filing of the Complaint through
the date of class certification, which were accompanied by a

27
28 ⁵ www.gibson.com/Support/Warranty-Registration (emphasis added), last accessed July 27, 2021.

warranty or product registration card or form, or an electronic online warranty or product registration form, which is labeled as a warranty registration or a warranty confirmation.

- c. All persons who purchased one or more of Defendant's products within California during the three (3) years immediately preceding the filing of the Complaint through the date of class certification, which were advertised as being accompanied with an express warranty but which do not contain a warranty, and/or contain warranty activation, confirmation or registration cards requiring persons to provide their personal data or take additional steps in order to receive a warranty.

46. Products that meet the above Class definitions are referred to herein as "Class products."

47. Defendant and its employees or agents are excluded from the Classes.

48. Plaintiff does not presently know the number of members in the Classes but believes the Class members number in the several thousands, if not substantially more. Thus, this matter should be certified as a class action to assist in the expeditious litigation of this matter.

49. Plaintiff and members of the Classes were harmed by the acts of Defendant in violating Plaintiff's and the putative Class members' rights.

50. Plaintiffs reserve the right to expand the class definition to seek recovery on behalf of additional persons as warranted, as facts are learned through further investigation and discovery.

51. The joinder of the Class members is impractical and the disposition of their claims in the class action will provide substantial benefits both to the parties and to the court.

52. The Classes can be identified through Defendant's records, Defendant's agents' records, and/or records of the retailer from which the products were purchased.

53. There is a well-defined community of interest in the questions of law and fact to

1 the Classes that predominate over questions which may affect individual Class
2 members, including the following:

- 3 a. Whether the Class products were sold with warranty or product
4 registration cards or forms, or electronic online warranty or product
5 registration forms, which did not contain statements, each displayed in a
6 clear and conspicuous manner, informing the consumer that the card or
7 form is for product registration, and informing the consumer that failure
8 to complete and return the card or form does not diminish his or her
9 warranty rights.
- 10 b. Whether the Class products were sold with warranty or product
11 registration cards or forms, or electronic online warranty or product
12 registration forms, which are labeled as warranty registration or warranty
13 confirmation.
- 14 c. Whether the Class products were sold with express warranties;
- 15 d. Whether the Class products make warranty rights contingent on
16 registration;
- 17 e. Whether Defendant intends warranty registration to act as a barrier to
18 warranty claims;
- 19 f. Whether Defendant intends to use warranty registration as a means for
20 obtaining Class members' personal information;
- 21 g. How Defendant uses Class members' personal information;
- 22 h. Whether Defendant violated the SBA by making Class products'
23 warranties contingent on registration;
- 24 i. Whether Defendant violated the SBA by not disclosing to Class members
25 that by not submitting warranty registration cards, or online forms, their
26 warranty rights would not be diminished;
- 27 j. Whether Defendant engaged in false or deceptive advertising practices in
28 violation of the CLRA by not disclosing the warranty registration

1 requirement of Class products to Class members prior to their purchases;

2 k. Whether Defendant is liable for damages, and the amount of such
3 damages; and

4 l. Whether Class members are entitled to equitable relief including
5 injunctive relief.

6 54. Plaintiff's claims are typical of the claims of the Classes since Plaintiff purchased
7 a Class product, as did each member of the Classes.

8 55. Plaintiff and all Class members sustained injuries arising out of Defendant's
9 wrongful conduct and deception.

10 56. Plaintiff is advancing the same claims and legal theories on behalf of himself and
11 all absent Class members.

12 57. Plaintiff will fairly and adequately represent and protect the interests of the
13 Classes in that Plaintiff has no interests antagonistic to any member of the
14 Classes.

15 58. Absent a class action, the Classes will continue to face the potential for
16 irreparable harm. In addition, these violations of law will be allowed to proceed
17 without remedy and Defendant will likely continue such illegal conduct.

18 59. Plaintiff has retained counsel experienced in handling class action claims and
19 individual claims involving breach of warranties and unlawful business practices.

20 60. A class action is a superior method for the fair and efficient adjudication of this
21 controversy. The injury suffered by each individual Class member is relatively
22 small in comparison to the burden and expense of individual prosecution of the
23 complex and extensive litigation necessitated by Defendant's conduct. It would
24 be virtually impossible for members of the Class individually to redress
25 effectively the wrongs done to them. Even if the members of the Class could
26 afford such individual litigation, the court system could not. Individualized
27 litigation presents a potential for inconsistent or contradictory judgments.
28 Individualized litigation increases the delay and expense to all parties, and to the

1 court system, presented by the complex legal and factual issues of the case.

2 61. By contrast, the class action device presents far fewer management difficulties,
3 and provides the benefits of single adjudication, an economy of scale, and
4 comprehensive supervision by a single court. Upon information and belief,
5 members of the Classes can be readily identified and notified based on, inter alia,
6 Defendant's own records, product serial numbers, submitted warranty activation
7 cards, warranty claims, registration records, and database of complaints.

8 62. Defendant has acted, and continues to act, on grounds generally applicable to the
9 Classes, thereby making appropriate final injunctive relief and corresponding
10 declaratory relief with respect to the Class as a whole.

11 **FIRST CAUSE OF ACTION**

12 **VIOLATION OF CALIFORNIA'S SONG-BEVERLY CONSUMER** 13 **WARRANTY ACT**

14
15 63. Plaintiff incorporates all of the above paragraphs of this Complaint as though fully
16 stated in this cause of action.

17 64. The Product and Class products are "consumer goods" as defined by *California*
18 *Civil Code* § 1791(a).

19 65. Plaintiff and Class members are "buyers" as defined by *California Civil Code* §
20 1791(b).

21 66. "Every manufacturer, distributor, or retailer making express warranties with
22 respect to consumer goods shall fully set forth those warranties in simple and
23 readily understood language[.]" *California Civil Code* § 1793.1(a)(1).

24 67. "If the manufacturer, distributor, or retailer provides a warranty or product
25 registration card or form, or an electronic online warranty or product registration
26 form, to be completed and returned by the consumer, the card or form **shall** contain
27 statements, each displayed in a clear and conspicuous manner, that do all of the
28 following:

a. Informs the consumer that the card or form is for product registration.

b. Informs the consumer that failure to complete and return the card or form does not diminish his or her warranty rights.” *California Civil Code* § 1793.1(a)(1)(A)-(B).

68. “No warranty or product registration card or form, or an electronic online warranty or product registration form, may be labeled as a warranty registration or a warranty confirmation.” *California Civil Code* § 1793.1(b).

69. By providing a warranty registration form online and in printed form that instructs a consumer to register the warranty with Plaintiff’s Product and Class members’ products, which does not inform Plaintiff and Class members that the printed warranty registration form and online registration form are for product registration only and that warranty rights will not be diminished by failing to register the product, Defendant is in violation of its affirmative obligations under the SBA.

70. Defendant values its ability to include registration cards with its products and online, and as a result of being permitted to include the cards and online form without the statutorily prescribed language, Defendant received, and continues to receive, a benefit which Plaintiff and Class members did not realize they paid for.

71. Had Plaintiff and Class members been aware of these terms, they would not have paid the price they did.

72. Plaintiff and Class members would have paid less for their products had they been aware of these terms. The premium paid is a benefit received by Defendant and should be returned to Plaintiff.

73. Plaintiff and Class members have been damaged by not receiving the warranty they were promised, or alternatively, even if warranties do exist, by rightfully believing they do not have warranty rights.

74. Defendant benefits, at Plaintiff’s and Class members’ expense, from this tactic as its costs for repairing products under warranty, as well as administering product warranties, are reduced.

1 75. Class members who did provide their personal information have been damaged by
2 being forced to relinquish their personal information based on Defendant's
3 statutorily mandated omissions.

4 76. Plaintiff and Class members are entitled to damages, including reimbursement of
5 the purchase price of the Class products, under *California Civil Code* §1794(a)
6 and §1794(b).

7 77. In addition to the other amounts recovered, Plaintiffs and Class members are
8 entitled to a civil penalty of two-times the amount of actual damages, pursuant to
9 *California Civil Code* §1794(c).

10 78. Plaintiff and class members are further entitled to recover as part of the judgment
11 a sum equal to the aggregate amount of costs and litigation related expenses,
12 including but not limited to attorney's fees, reasonably incurred in connection with
13 the commencement and prosecution of this action under *California Civil Code*
14 §1794(d).

15 **SECOND CAUSE OF ACTION**

16 **VIOLATION OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT**

17 79. Plaintiff incorporates all of the above paragraphs of this Complaint as though fully
18 stated in this cause of action.

19 80. Plaintiff and Class members are "consumers" within the meaning of *California*
20 *Civil Code* §1761(d).

21 81. The sale of Plaintiff's and Class members' products are "transactions" within the
22 meaning of *California Civil Code* §1761(e).

23 82. Plaintiff's and Class members' products are "goods" within the meaning of
24 *California Civil Code* §1761(a).

25 83. The CLRA prohibits "representing that goods or services have sponsorship,
26 approval, characteristics, ingredients, uses, benefits, or quantities that they do not
27 have." *California Civil Code* §1770(a)(5).

28 84. The CLRA prohibits "representing that goods or services are of a particular



1 standard, quality, or grade, or that goods are of a particular style or model, if they
2 are of another.” *California Civil Code* §1770(a)(7).

3 85. The CLRA prohibits “advertising goods or services with intent not to sell them as
4 advertised.” *California Civil Code* §1770(a)(9).

5 86. The CLRA prohibits “representing that a transaction confers or involves rights,
6 remedies, or obligations that it does not have or involve, or that are prohibited by
7 law.” *California Civil Code* §1770(a)(14).

8 87. The CLRA prohibits “representing that the consumer will receive a rebate,
9 discount or other economic benefit, if earning the benefit is contingent on an event
10 to occur after the transaction.” *California Civil Code* §1770(a)(17).

11 88. Defendant promised, advertised and represented at time of sale that Plaintiff and
12 Class members would receive a warranty with no strings attached.

13 89. However, Defendant failed to disclose on exterior packaging of Plaintiff’s Product
14 and Class members’ products advertising information which was concealed inside
15 the packaging; namely that the warranty must be registered, in violation of SBA’s
16 requirements.

17 90. Defendant’s concealment of material warranty terms was done deliberately and
18 intentionally with the purpose of deceiving Plaintiff and Class members and
19 inducing them into purchasing the Class products, or alternately providing their
20 personal information.

21 91. Defendant knows, or should have known, that were it to display on the exterior of
22 product packaging the material warranty terms it hides inside the product packing
23 (even if such terms are not valid), Plaintiff and Class members would not purchase
24 the Class products or would not pay a premium for them.

25 92. Thus, Defendant’s conduct violates *California Civil Code* § 1770(a)(5),
26 1770(a)(7), 1770(a)(9), 1770(a)(14), and 1770(a)(17).

27 93. Plaintiff and Class members relied on Defendant’s representations.

28 94. As a result of Defendant’s false representations and deceitful conduct regarding

its warranties, Plaintiff and Class members were injured because they: (a) would not have purchased the Class products if the true facts were known concerning the Defendant's false and misleading warranty claims at time of purchase, or Plaintiff and Class members would have paid substantially less; (b) paid a premium price for the Class Products as a result of Defendant's false warranties and misrepresentations; (c) purchased products that did not have the sponsorship, characteristics, and qualities promised by Defendant; and (d) had to take additional steps and actions in order to receive the benefit they should have already entitled to.

95. Under *California Civil Code* § 1780(a) and (b), Plaintiff, individually and on behalf of the Classes, seeks an injunction requiring Defendant to cease and desist the illegal conduct alleged in this Complaint. Specifically, Plaintiff and Class members are entitled to a permanent injunction that compels Defendant to immediately: (1) cease and desist from the continued sale of the products that contain the same or similar misrepresentations as the Class products; (2) initiate a corrective advertising campaign to notify Class members who are victims of the above-described illegal conduct about the true nature the Class products and associated warranty; and (3) initiate a full recall of the Class products with an offer to refund the purchase price, plus reimbursement of interest, including a full recall of any of Defendant's products that contain the improper warranty registration form.

96. Pursuant to § 1782(a) of the CLRA, in a letter dated June 17, 2021, Plaintiff's counsel notified Defendant in writing, via certified mail, particular violations of § 1770 of the CLRA and demanded that Defendant rectify the problems associated with the actions detailed above and give notice to all affected consumers of Defendant's intent to act.

97. Said CLRA demand was received by Defendant's registered agent on June 22, 2021.



1 98. However, Defendant failed, within 30 days of receipt of Plaintiff's demand, to
 2 provide Plaintiff with an appropriate correction, repair, replacement, or other
 3 remedy, and Defendant's June 28, 2021 response letter offered no relief or cure
 4 for the Class Members.

5 99. Although Defendant has made some changes to its website following receipt of
 6 Plaintiff's CLRA demand, there has been no indication that Defendant has recalled
 7 the products with the improper warranty forms (including the form received by
 8 Plaintiff, *see* **Exhibit B**).

9 100. Plaintiff and the putative Classes are entitled to, and seek, public injunctive relief
 10 prohibiting such conduct in the future and to recover money damages.

11 101. Pursuant to § 1782 (e), Plaintiff and the Classes assert claims for damages and
 12 attorneys' fees and costs.

13 102. Attached hereto as **Exhibit C** is a sworn declaration from Plaintiff pursuant to
 14 California Civil Code § 1780(d).

15
 16 **THIRD CAUSE OF ACTION**
VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW

17 103. Plaintiff incorporates all of the above paragraphs of this Complaint as though fully
 18 stated in this cause of action.

19 104. The UCL defines "unfair business competition" to include any "unlawful, unfair
 20 or fraudulent" act or practice, as well as any "unfair, deceptive, untrue or
 21 misleading" advertising. *California Business and Professions Code* § 17200.

22 105. The UCL imposes strict liability. Plaintiff need not prove that Defendant
 23 intentionally or negligently engaged in unlawful, unfair, or fraudulent business
 24 practices – but only that such practices occurred.

25
 26 ***"Unfair" Prong***

27 106. A business act or practice is "unfair" under the UCL if it offends an established
 28 public policy or is immoral, unethical, oppressive, unscrupulous or substantially

injurious to consumers, and that unfairness is determined by weighing the reasons, justifications and motives of the practice against the gravity of the harm to the alleged victims.

107. Defendant's actions constitute "unfair" business practices because, as alleged above, Defendant engaged in a misleading and deceptive practice of intentionally omitting statutorily mandated warranty disclosures to consumers.

108. This is done to trick consumers into believing they don't have warranty rights in an effort to discourage warranty claim submissions, thus saving Defendant money and increasing its profit margin. Or worse, to actually eliminate the warranty promised at time of purchase.

109. Defendant tricks consumers into providing their personal information in order to obtain a warranty when the consumers are not required to share their personal information to obtain the benefit of an express warranty.

110. Defendant's acts and practices offend an established public policy of transparency in warranty rights, and engage in immoral, unethical, oppressive, and unscrupulous activities that are substantially injurious to consumers.

111. The harm to Plaintiff and Class members grossly outweighs the utility of Defendant's practices as there is no utility to Defendant's practices.

"Fraudulent" Prong

112. A business act or practice is "fraudulent" under the UCL if it is likely to deceive members of the consuming public.

113. Defendant's acts and practices alleged above constitute fraudulent business acts or practices as they deceived Plaintiff and are highly likely to deceive members of the consuming public.

114. By not providing the required statutory language, Plaintiff and Class members can only draw one conclusion: registration is required in order to receive and access their warranty, contrary to the representations made at time of sale that the Product

1 was accompanied with an express warranty.

2 ***“Unlawful” Prong***

3
4 115. A business act or practice is “unlawful” under the UCL if it violates any other law
5 or regulation.

6 116. Defendant’s acts and practices alleged above constitute unlawful business acts or
7 practices as they have violated the plain language of the SBA as described in
8 Plaintiff’s First Cause of Action above.

9 117. As detailed in Plaintiff’s Second Cause of Action above, Defendant’s acts and
10 practices surrounding the sale also violate several provisions of the CLRA.

11 118. The violation of any law constitutes an “unlawful” business practice under the
12 UCL.

13 119. These acts and practices alleged were intended to or did result in violations of the
14 SBA and the CLRA.

15 120. Defendant’s practices, as set forth above, have misled Plaintiff, the Class
16 members, and the public in the past and will continue to mislead in the future.
17 Consequently, Defendant’s practices constitute an unlawful, fraudulent, and unfair
18 business practice within the meaning of the UCL.

19 121. Pursuant to the UCL, Plaintiff is entitled to preliminary and permanent injunctive
20 relief and order Defendant to cease this unfair competition, as well as
21 disgorgement and restitution to Plaintiff and the Class of all Defendant’s revenues
22 associated with its unfair competition, or such portion of those revenues as the
23 Court may find equitable.

24 **PRAYER FOR RELIEF**

25 Plaintiff prays that judgment be entered against Defendant as follows:

- 26 1. That this action be certified as a class action;
- 27 2. That Plaintiff be appointed as the representative of the Class;
- 28

3. That Plaintiff's attorneys be appointed Class Counsel;
4. For an order declaring Defendant's conduct to be unlawful;
5. For an order compelling Defendant to make restitution to Plaintiff and Class members under the SBA in an amount equal to the total amounts paid and payable for the Class products;
6. For actual damages;
7. For a civil penalty of two-times actual damages;
8. For punitive damages;
9. For actual damages, injunctive relief, restitution, and punitive damages pursuant to California Code of Civil Procedure § 1780;
10. For pre and post -judgment interest at the legal rate;
11. For injunctive and other equitable relief as necessary to protect the interests of Plaintiff and other Class members, including public injunctive relief, and an order prohibiting Defendant from engaging in the unlawful, unfair, deceptive and/or fraudulent acts described above;
12. For an order that Defendant engage in a corrective advertising campaign;
13. For an order of restitution and disgorgement of all profits and unjust enrichment that Defendant obtained from Plaintiff and the Class members as a result of its unlawful, unfair, and fraudulent business practices;
14. For attorney's fees, costs of suit, and out of pocket expenses; and
15. For such other and further relief that the Court deems proper.

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TRIAL BY JURY

122. Pursuant to the Seventh Amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands a trial by jury.

Dated: July 27, 2021

Respectfully submitted,

KAZEROUNI LAW GROUP, APC

By: 
ABBAS KAZEROUNIAN, ESQ.
ATTORNEY FOR PLAINTIFF
AND THE PUTATIVE CLASS

[Additional Counsel for Plaintiff]

KAZEROUNI LAW GROUP, APC

Jason A. Ibey, Esq. (SBN: 284607)

Kazerouni Law Group, APC

321 N Mall Drive, Suite R108

St. George, Utah 84790

Telephone (800) 400-6808

Facsimile (800) 520-5523

Email: jason@kazlg.com

Exhibit A

GIBSON GOLD WARRANTY

Please supply requested information, sign and mail within 15 days of purchase date to assure warranty coverage.

Last Name _____ First Name _____

Address _____

City _____ State _____ Zip _____

Country _____ Male/Female _____ Age _____

Phone (____) _____

Email Address _____

Model No. _____

(See back page of this brochure)

Serial No. _____ Color _____

Dealer Name _____ Purchase Date _____

Dealer Location _____ Purchase Price _____

Signature _____ Date _____

1. Your annual household income?

- ☐ A. Less than \$25,000 ☐ C. \$40,000 - \$65,000
☐ B. \$25,000 - \$40,000 ☐ D. Over \$65,000

2. Which of the following most accurately describes your occupation?

- ☐ A. Professional ☐ E. Sports ☐ I. Business ☐ M. Unemployed
☐ B. Manufacturing ☐ F. Arts ☐ J. Service ☐ N. Other _____
☐ C. Sales ☐ G. Music ☐ K. Retired _____
☐ D. Education ☐ H. Building Trades ☐ L. Military _____

3. How would you describe yourself?

- ☐ A. Professional Musician ☐ B. Non-Professional Musician ☐ C. Non-Musician

4. What instruments do you play?

- ☐ A. Electric Guitar ☐ D. Resonator Guitar ☐ G. Banjo
☐ B. Acoustic Guitar ☐ E. Keyboard ☐ H. Mandolin
☐ C. Bass Guitar ☐ F. Drums ☐ I. Other _____

5. How long have you played fretted instruments?

- ☐ A. Less than a year ☐ B. 1 - 4 year ☐ C. 5 - 9 years ☐ D. 10 years+

6. How many fretted instruments do you own?

- ☐ A. 1 (This is my first) ☐ B. 2 - 3 ☐ C. 4 - 6 ☐ D. 7 or more

7. What styles of music do you play?

- ☐ A. Rock ☐ E. Pop ☐ I. Folk / Traditional
☐ B. Metal ☐ F. Jazz ☐ J. Bluegrass
☐ C. Funk / Soul / Urban ☐ G. Latin ☐ K. Classical
☐ D. Blues ☐ H. Country ☐ L. Other

8. How would you rate the quality of this instrument?

- ☐ A. Excellent ☐ B. Good ☐ C. Average ☐ D. Poor

9. What do you feel is the best feature of this instrument?

10. How would you rate your Gibson Dealer's service?

- ☐ A. Excellent ☐ B. Good ☐ C. Average ☐ D. Poor

11. Would you describe your Gibson Dealer's staff knowledge of guitars as _____?

- ☐ A. Excellent ☐ B. Good ☐ C. Average ☐ D. Poor

12. How important is it that your dealer provide a Service Department?

- ☐ A. Very Important ☐ B. Somewhat Important
☐ C. Not Very Important ☐ D. Not Important At All

13. What instrument(s) do you plan to purchase within the next year? (Check all that apply)

- ☐ A. Electric Guitar ☐ D. Resonator Guitar ☐ G. Banjo
☐ B. Acoustic Guitar ☐ E. Keyboard ☐ H. Mandolin
☐ C. Bass Guitar ☐ F. Drums ☐ I. Other _____

14. Who are your favorite Artist/Bands?

15. What guitar string brand(s) do you use?

(please continue over)

Exhibit B



Gibson Brands Warranty Registration

Please Note

Register your product to activate your Gibson warranty. All products purchased from an authorized international dealer must be registered with the authorized international distributor. *(Please note that the warranty does not cover instruments that have been purchased from an unauthorized dealer or have been purchased as used.)*

Select a Product Line to Begin

Gibson USA

Electric and Bass Guitars

[Register](#)[Warranty](#)

Gibson Acoustic Guitar

Acoustic Guitars

[Register](#)[Warranty](#)

Gibson Custom Guitar

Custom, Historic and Art Guitars

[Register](#)[Warranty](#)

Gibson Electric Spanish Guitar

Electric Guitars

[Register](#)[Warranty](#)

Gibson Original

Gibson Mandolins and Banjos

[Register](#)[Warranty](#)

Gibson Demo Shop

Demo instruments purchased through the Reverb Demo Shop

[Register](#)[Warranty](#)

Epiphone

Epiphone Electric, Acoustic, Bass Guitars and Amplifiers

[Register](#)[Warranty](#)

Kramer

Electric and Bass Guitars

[Register](#)[Warranty](#)

Steinberger

Electric and Bass Guitars

[Register](#)[Warranty](#)

KRK Systems

Studio Monitors, Headphones, Subwoofers & Speakers

[Register](#)[Warranty](#)

Baldwin Pianos

Grand and Vertical Pianos

[Register](#)[Warranty](#)

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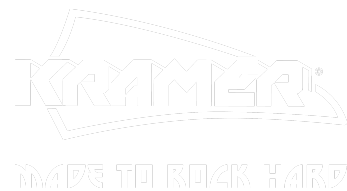
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Customer Support (US & Canada): 1-800-4GIBSON

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 UNITED STATES

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Exhibit C

DECLARATION OF TREVOR ORMOND

I, TREVOR ORMOND, DECLARE:

1. On or about July 19, 2020, I purchased a Gibson Brands, Inc. Les Paul Traditional Pro V Mahogany Top Electric Guitar (the "Product").
2. At the time of my payment and review of the Product, I was in Orange County, California where I also reside.
3. Also, it is my understanding that Defendant, Gibson Brands, Inc., does business in the State of California, County of Orange.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, and that this declaration was executed on
07/27/2021.

By: 
Trevor Ormond

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Claims Gibson Failed to Include Required Disclosures on Warranty Registration Forms](#)
