IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

IN RE INTEL RAPTOR LAKE PROCESSOR LITIGATION	C.A. No. 24-1258 GBW CONSOLIDATED
	JURY TRIAL DEMANDED

AMENDED CONSOLIDATED CLASS ACTION COMPLAINT

INTRODUCTION

1. Plaintiffs are purchasers of Intel Corporation's ("Intel's") Core 13th and 14th Generation Desktop Central Processing Units (the "Processors") for personal computers. The Processors were sold with a defect that causes the Processors to call for elevated voltage during idle or light activity periods (the "Defect"). The elevated voltage has caused and can still cause catastrophic and permanent damage to the processors that cannot be repaired. Damaged Processors suffer from stability issues causing the operating system and running applications to freeze or crash while performing routine computer tasks and therefore are defective as to their central function.

2. The recommended retail price for the Processors ranges from $675.99 to $294.99.

3. Intel has known since at least late 2022 about chronic stability issues with the Processors, but did not publicly acknowledge the Defect until July 2024. First in secret, then publicly, Intel has released microcode patches to correct the defective algorithm that causes the Processors to call for elevated voltage (which it now refers to as "Vmin Shift"), but damaged Processors cannot be repaired. Intel has extended its warranty on Processors purchased as separate components directly from Intel and from Intel-authorized third-party resellers but has not agreed to directly replace damaged Processors purchased or leased as part of pre-built ("OEM") systems—a significant percentage of the Processors.

4. Processors bought as part of OEM systems may be outside the warranty period specific to their OEM systems and further, OEM builders may not honor their warranties regarding damaged Processors given that Intel is the responsible party. What is more, removal and

replacement of a damaged Processor is likely beyond the ability of the average consumer, even assuming replacement processors could be provided.

5. The final microcode patch released by Intel to prevent further permanent damage to the Processors not only cannot repair the damage already caused by the Defect but also lowers the performance of the Processors in objective, measurable and discernable ways. Thus, regardless of whether they bought their Processors as separate components, or as part of OEM systems, Plaintiffs and the proposed classes have been left with Processors that are now defective as to their central function or, if they are lucky enough to have escaped permanent damage, processors with lower performance than was promised as the only way to avoid permanent damage.

6. As late as September 2024, Intel was continuing to knowingly provide the Processors to authorized third-party resellers, business bulk purchasers, and OEM builders with the Defect still not remedied, and before it had released any microcode patch that effectively addressed the Defect.

7. On September 25, 2024, Intel posted on its Intel Community internet forum that, "[f]ollowing extensive investigation of the Intel® Core™ 13th and 14th Gen desktop processor Vmin Shift Instability issue, Intel can now confirm the root cause diagnosis for the issue."[1]

8. In the same posting, Intel announced a new microcode "0x12B" which "addresses elevated voltage requests by the processor during idle and/or light activity periods." Intel also claimed in the same posting that its internal testing "indicates performance impact is within run-to-run variation."

9. Run-to-run variation is where the performance difference is generally under the margin of error when the same application is run multiple times with the same hardware parameters.

10. However, contrary to Intel's representations, when computing websites and YouTube channels began testing the 0x12b microcode, they saw drops in performance

[1] *See* https://community.intel.com/t5/Blogs/Tech-Innovation/Client/Intel-Core-13th-and-14th-Gen-Desktop-Instability-Root-Cause/post/1633239.

"significantly more than Intel claimed in its blog post announcing the update . . . ."[2] and a "performance loss in synthetic benchmarks."[3] Thus, purchasers of the Processors, whether bought through authorized third-parties resellers, directly from Intel, or from an OEM manufacturer in a pre-built OEM system, are faced with a dilemma if their processors are not already damaged: (a) refuse to install microcode 0x12B and risk permanent, irreparable damage to their processors, or (b) install the microcode and accept lower performance than they paid for and reasonably expected when they made their purchase.

11. There is an active secondary market for used PC processors.

12. Plaintiffs and class members are entitled to redress for Intel's knowing sale of the Processors through its authorized third-party resellers, direct bulk purchases, and to OEM builders who then sold and/or leased their OEM systems to businesses and consumers, and for Intel's failure to disclose the known defect in violation of state unfair competition and consumer protection laws.

13. There are hundreds of thousands of Processors in the hands of U.S. consumers and businesses, yet Intel has not instituted a recall of the Processors and has not implemented a direct repair or replacement program for those who have purchased or leased from OEM manufacturers. Plaintiffs accordingly seek damages and equitable relief.

JURISDICTION AND VENUE

14. This Court has personal and subject matter jurisdiction over all parties to and causes of action asserted in this Complaint.

15. This Court has subject matter jurisdiction over this action pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1332(d), because at least one member of the proposed classes is of diverse citizenship from Defendant Intel, the proposed classes consist of 100 or more members, and the aggregate claims of the members of the proposed classes exceed $5 million, exclusive of interest and costs.

[2] https://www.extremetech.com/computing/latest-intel-0x12b-patch-for-raptor-lake-shown-to-reduce-performance-in
[3] https://wccftech.com/intel-14th-13th-gen-cpus-0x12b-microcode-bios-patch-performance/

16. In addition, under 28 U.S.C. § 1367, this Court may exercise supplemental jurisdiction over the state law claims because all of the claims are derived from a common nucleus of operative facts and are such that Plaintiffs would ordinarily expect to try them in one judicial proceeding. Further, this Court may also exercise supplemental jurisdiction over Plaintiffs' Magnuson-Moss Warranty Act claims.

17. This Court has personal jurisdiction over Intel because Intel is incorporated in the State of Delaware; has consented to jurisdiction by registering to conduct business in the state; maintains sufficient minimum contacts in Delaware; and otherwise intentionally avails itself of the markets within Delaware through promotion, sale, marketing and distribution of its products and services, which renders the exercise of jurisdiction by this Court proper and necessary as Intel is "at home" in Delaware.

18. Venue is proper in the District of Delaware pursuant to 28 U.S.C. §§ 1391(b)(1) because Intel resides in this judicial district. In addition, certain plaintiffs and proposed class members assert claims herein under Intel's Limited Warranty and that warranty selects "THE STATE OF DELAWARE, USA OR OF THE FEDERAL COURTS SITTING IN THAT STATE" as the exclusive forum for "ANY DISPUTE ARISING UNDER OR RELATED TO THIS LIMITED WARRANTY."

APPLICABLE LAW

19. Federal law and the law of the respective states in which the Plaintiffs and class members reside governs their claims herein except for those claims brought by those Plaintiffs and class members who purchased Processors as separate components directly from Intel or from Intel's authorized third-party resellers, in which case, "THE APPLICABLE LAW WILL BE THAT OF THE STATE OF DELAWARE" pursuant to the terms of Intel's Limited Warranties.

PARTIES

I. PLAINTIFFS

A. Box Processor Consumer Plaintiffs

i. Christian Albro

20. Christian Albro ("Albro") is domiciled in and is a citizen of Indiana, residing in Whiting, Indiana, who purchased an Intel i7-14700K processor from Intel-authorized third-party reseller Amazon.com ("Amazon") on January 24, 2024, for the price of $400.99, not including shipping or sales tax.

21. Albro purchased the i7-14700K primarily for personal, family or household purposes. Albro uses his personal computer for PC gaming—a demanding computer task that requires significant computational power.

22. Before making his purchase, Albro extensively researched which processor ranked among the most powerful, fastest performing available, including by visiting the Intel.com website and reading Intel's specific promises regarding the 14th Gen Intel® Core™ Desktop Processor's power and performance and suitability for the most demanding applications. Albro selected and purchased his i7-14700K because the processor was represented to be and was marketed as being among the most powerful processors available, capable of running the most demanding applications reliably and repeatedly. The purchase was based in part on the advertised performance, features, and capabilities of the i7-14700K.

23. None of the information provided to Albro disclosed any defects in the i7-14700K. Intel's omissions were material to Albro.

24. Had Intel disclosed the Defect before Albro purchased his i7-14700K, he would have seen such disclosures and been aware of them. Indeed, Intel's misstatements and omissions were material to Albro. Like all members of the proposed classes, Albro would not have purchased his processor, or would have paid less for the i7-14700K, had he known of the Defect.

25. Further, in purchasing his i7-14700K, Albro relied upon representations from Intel

that the i7-14700K was fully functional and could perform as represented by Intel. Albro relied on those representations, and the omission of the disclosure of the Defect, in purchasing the i7-14700K, and absent those representations and omissions, would not have purchased the i7-14700K or would have paid less for it.

26. Albro reasonably expected that the i7-14700K would function normally and in accordance with Intel's specifications and representations.

27. After several months, Albro began to experience stability issues and crashes with his i7-14700K. Albro lost work when his computer crashed, and he spent dozens of hours trying to troubleshoot the problem, including testing each component of the computer (including the RAM, hard drive, power supply) and updating the BIOS. None of his efforts remedied the problems he was experiencing. Albro has not yet sought an RMA[4] from Intel.

28. Albro has installed a BIOS update that includes Intel's last microcode version 0x12B and has experienced reduced performance from his i7-14700K.

29. Albro would not have purchased his Intel i7-14700K at the price he paid had he known of the Defect and the eventual requirement that he install a microcode that reduces performance in order to protect his processor from permanent damage.

30. Additionally, as a result of the Defect, Albro has incurred out-of-pocket expenses to remedy the Defect, loss of use of his personal computer, and lost time. Albro's i7-14700K has also suffered diminution in value due to the Defect and loss of resale value.

ii. Jason Allen

31. Jason Allen ("Allen") is domiciled in and is a citizen of California, residing in Ventura, California, who purchased an Intel i7-14700K processor from Intel-authorized third-party reseller Amazon, on June 13, 2024, for the price of $381.99, not including shipping or sales tax.

32. Allen purchased the i7-14700K primarily for personal, family or household purposes. Allen uses his personal computer for PC gaming—a demanding computer task that

[4] An RMA stands for "Return merchandise authorization" and is a formal approval from a manufacturer or reseller to return a product for repair of exchange.

requires significant computational power. Accordingly, Allen specifically sought to purchase one of the most powerful and fastest processors available.

33. Before making his purchase, Allen extensively researched which processor ranked among the most powerful, fastest performing available, including by visiting the Intel.com website and reading Intel's specific promises regarding the 14th Gen Intel® Core™ Desktop Processor's power and performance and suitability for the most demanding applications. Allen selected and purchased his i7-14700K because the processor was represented to be and was marketed as one of the most powerful processors available, capable of running the most demanding applications reliably and repeatedly. The purchase was based in part on the advertised performance, features, and capabilities of the i7-14700K.

34. None of the information provided to Allen disclosed any defects in the i7-14700K. Intel's omissions were material to Allen.

35. Had Intel disclosed the Defect before Allen purchased his i7-14700K, he would have seen such disclosures and been aware of them. Indeed, Intel's misstatements and omissions were material to Allen. Like all members of the proposed classes, Allen would not have purchased his processor, or would have paid less for the i7-14700K, had he known of the Defect.

36. Further, in purchasing his i7-14700K, Allen relied upon representations from Intel that the i7-14700K was fully functional and was capable of performing as represented by Intel. Allen relied on those representations, and the omission of the disclosure of the Defect, in purchasing the i7-14700K, and absent those representations and omissions, would not have purchased the i7-14700K or would have paid less for it.

37. Allen reasonably expected that the i7-14700K would function normally and in accordance with Intel's specifications and representations.

38. Allen has installed a BIOS update that includes Intel's microcode version 0x12B and has experienced reduced performance from his i7-14700K.

39. Allen would not have purchased his Intel i7-14700K at the price he paid had he known of the Defect and the eventual requirement that he install a microcode that reduces

performance in order to protect his i7-14700K from permanent damage.

40. Additionally, as a result of the Defect, Allen has incurred out-of-pocket expenses to remedy the Defect, loss of use of his personal computer, and lost time. Allen's i7-14700K has also suffered diminution in value due to the Defect and loss of resale value.

iii. Joshua Brown

41. Joshua Brown ("Brown") is domiciled in and is a citizen of New York, residing in New York, New York, who purchased an Intel i9-14900K processor from Intel-authorized third-party reseller Micro Electronics, Inc. ("Micro Center"), on March 20, 2024, for the price of $519.99, not including shipping or sales tax.

42. Brown purchased the i9-14900K primarily for personal, family or household purposes. Brown uses his personal computer for 3D rendering—an extremely demanding computer task that requires significant computational power. Accordingly, Brown specifically sought to purchase one of the most powerful and fastest processors available.

43. Before making his purchase, Brown extensively researched which processor ranked among the most powerful, fastest performing available, including by visiting the Intel.com website and reading Intel's specific promises regarding the 14th Gen Intel® Core™ Desktop Processor's power and performance and suitability for the most demanding applications. Brown selected and purchased his i9-14900K because the processor was represented to be and was marketed as being among the most powerful processors available, capable of running the most demanding applications reliably and repeatedly. The purchase was based in part on the advertised performance, features, and capabilities of the i9-14900K.

44. None of the information provided to Brown disclosed any defects in the i9-14900K. Intel's omissions were material to Brown.

45. Had Intel disclosed the Defect before Brown purchased his i9-14900K, he would have seen such disclosures and been aware of them. Indeed, Intel's misstatements and omissions were material to Brown. Like all members of the proposed classes, Brown would not have

purchased his processor, or would have paid less for the i9-14900K, had he known of the Defect.

46. Further, in purchasing his i9-14900K, Brown relied upon representations from Intel that the i9-14900K was fully functional and could perform as represented by Intel. Brown relied on those representations, and the omission of the disclosure of the Defect, in purchasing the i9-14900K, and absent those representations and omissions, would not have purchased the i9-14900K or would have paid less for it.

47. Brown reasonably expected that the i9-14900K would function normally and in accordance with Intel's specifications and representations.

48. Brown has installed a BIOS update that includes Intel's last microcode version 0x12B and has experienced reduced performance from his i9-14900K.

49. Brown would not have purchased his Intel i9-14900K at the price he paid had he known of the Defect and the eventual requirement that he install a microcode that reduces performance in order to protect his i9-14900K from catastrophic and permanent damage.

50. Additionally, as a result of the Defect, Brown has incurred out-of-pocket expenses to remedy the Defect, loss of use of his personal computer, and lost time. Brown's i9-14900K has also suffered diminution in value due to the Defect and loss of resale value.

iv. Brian T. Cady and Shirley L. Cady

51. Brian T. Cady and Shirley L. Cady ("the Cadys") are domiciled in and are citizens of Washington, residing in Bonney Lake, Washington who purchased an Intel i7-14700K processor from Intel-authorized third-party reseller Amazon, on December 17, 2023, for the price of $401.55 not including shipping or sales tax.

52. The Cadys purchased the i7-14700K primarily for personal, family or household purposes. Brian Cady's personal hobby is astronomy, and he uses his personal computer for astrophotography image editing, a demanding computer task that requires significant computational power.

53. Before making his purchase, Brian Cady extensively researched which processor

ranked among the most powerful, fastest performing available, including by visiting the Intel.com website and reading Intel's specific promises regarding the 14th Gen Intel® Core™ Desktop Processor's power and performance and suitability for the most demanding applications. Brian Cady selected and purchased his i7-14700K because the processor was represented to be and was marketed as being among the most powerful processors available, capable of running the most demanding applications reliably and repeatedly. The purchase was based in part on the advertised performance, features, and capabilities of the i7-14700K.

54. None of the information provided to the Cadys disclosed any defects in the i7-14700K. Intel's omissions were material to the Cadys.

55. Had Intel disclosed the Defect before the Cadys purchased their i7-14700K, they would have seen such disclosures and been aware of them. Indeed, Intel's misstatements and omissions were material to the Cadys. Like all members of the proposed classes, the Cadys would not have purchased their processor, or would have paid less for the i7-14700K, had they known of the Defect.

56. Further, in purchasing their i7-14700K, the Cadys relied upon representations from Intel that the i7-14700K was fully functional and could perform as represented by Intel. The Cadys relied on those representations, and the omission of the disclosure of the Defect, in purchasing the i7-14700K, and absent those representations and omissions, would not have purchased the i7-14700K or would have paid less for it.

57. The Cadys reasonably expected that the i7-14700K would function normally and in accordance with Intel's specifications and representations.

58. After several months, the Cadys began to experience stability issues and crashes with their i7-14700K. Brian Cady lost work when the computer crashed, and he spent dozens of hours trying to troubleshoot the problem, including testing each component of the computer (including the RAM, hard drive, power supply) and updating the BIOS. None of his efforts remedied the problems he was experiencing and, eventually, the Cadys opened a service ticket with Intel on March 13, 2025. On March 18, 2025, Intel granted an RMA but the Cadys have not

received a replacement processor as of the date of the filing of this complaint.

59. The Cadys have installed a BIOS update that includes Intel's last microcode version 0x12B and have experienced reduced performance from their i7-14700K.

60. The Cadys would not have purchased their Intel i7-14700K at the price they paid had they known of the Defect and the eventual requirement that they install a microcode that reduces performance in order to protect his processor from permanent damage.

61. Additionally, as a result of the Defect, the Cadys have incurred out-of-pocket expenses to remedy the Defect, loss of use of their personal computer, and lost time. The Cadys' i7-14700K has also suffered diminution in value due to the Defect and loss of resale value.

v. William J. Charlton, Jr.

62. William J. Charlton, Jr. ("Charlton") is domiciled in and is a citizen of Florida, residing in Port Charlotte, Florida who purchased an Intel i9-13900K processor from Intel-authorized third-party reseller Best Buy Co., Inc. ("Best Buy"), on January 13, 2023, for the price of $599.99 not including shipping or sales tax.

63. Charlton purchased the i9-13900K primarily for personal, family or household purposes. Charlton's personal hobby is web development, and he uses his personal computer for programming, virtualization (a process where physical computer resources are divided into a series of virtual machines), and machine learning (a process where the computer is taught to learn and improve from data), demanding computer tasks that requires significant computational power.

64. Before making his purchase, Charlton extensively researched which processor ranked among the most powerful, fastest performing available, including by visiting the Intel.com website and reading Intel's specific promises regarding the 13th Gen Intel® Core™ Desktop Processor's power and performance and suitability for the most demanding applications. Charlton selected and purchased his i9-13900K because the processor was represented to be and was marketed as being among the most powerful processors available, capable of running the most demanding applications reliably and repeatedly. The purchase was based in part on the advertised

performance, features, and capabilities of the i9-13900K.

65. None of the information provided to Charlton disclosed any defects in the i9-13900K. Intel's omissions were material to Charlton.

66. Had Intel disclosed the Defect before Charlton purchased his i9-13900K, he would have seen such disclosures and been aware of them. Indeed, Intel's misstatements and omissions were material to Charlton. Like all members of the Proposed classes, Charlton would have not purchased his processor, or would have paid less for the i9-13900K, had he known of the Defect.

67. Further, in purchasing his i9-13900K, Charlton relied upon representations from Intel that the i9-13900K was fully functional and could perform as represented by Intel. Charlton relied on those representations, and the omission of the disclosure of the Defect, in purchasing the i9-13900K, and absent those representations and omissions, would not have purchased the i9-13900K or would have paid less for it.

68. Charlton reasonably expected that the i9-13900K would function normally and in accordance with Intel's specifications and representations.

69. After several months, Charlton began to experience stability issues and crashes with his i9-13900K Charlton lost work when his computer crashed, and he spent dozens of hours trying to troubleshoot the problem, including testing each component of the computer (including the RAM, hard drive, power supply) and updating the BIOS. None of his efforts remedied the problems he was experiencing and he eventually contacted Intel for warranty service on August 8, 2024. Intel granted an RMA and Charlton received a replacement i9-14900K (because Intel did not have replacement i9-13900K's in inventory) from Intel on August 23, 2024, after Intel confirmed his first processor was defective. Shortly thereafter, Charlton began to experience stability issues and crashes with the replacement i9-14900K and contacted Intel for warranty service on November 11, 2024. Intel granted an RMA and Charlton received another replacement i9-14900K from Intel on November 17, 2024, after Intel confirmed his second processor was also defective.

70. Charlton began to experience stability issues and crashes with this i9-14900K as

well and on February 25, 2025, he contacted Intel for yet another RMA. This time, after understandably losing confidence and patience with Intel's Processors, Charlton agreed to a refund from Intel in the amount of approximately $641 (which included sales tax paid). Charlton used the refund to purchase an AMD Ryzen 7 9800X3D Processor (a lower performance processor) for $479.00, not including sales tax. Because the AMD processor was not compatible with his existing Raptor-Lake-compatible motherboard, Charlton was forced to purchase a new Socket AM5 Motherboard for the price of $229.99, not including sales tax. Altogether, including tax, Charlton's replacement for his original processor purchase cost him $758.62.

71. Charlton would not have purchased his Intel i9-13900K at the price he paid had he known of the Defect and the eventual requirement that he install a microcode that reduces performance in order to protect his processor from permanent damage.

72. Additionally, as a result of the Defect, Charlton has incurred out-of-pocket expenses to remedy the Defect, loss of use of his personal computer, and lost time. Charlton's i9-14900K has also suffered diminution in value due to the Defect and loss of resale value.

vi. Nicholas Lipinski

73. Nicholas Lipinski ("Lipinski") is domiciled in and is a citizen of Pennsylvania, residing in Gouldsboro, Pennsylvania, who purchased an Intel i9-13900K processor from Intel-authorized third-party reseller Micro Electronics, Inc. ("Micro Center") in Patterson, New Jersey on February 22, 2023, for the price of $529.99 not including sales tax.

74. Lipinski purchased the i9-13900K primarily for personal, family or household purposes, primarily for gaming.

75. Before making his purchase, Lipinski extensively researched which processor ranked among the most powerful, fastest performing available, including by visiting the Intel.com website and reading Intel's specific promises regarding the 13th Gen Intel® Core™ Desktop Processor's power and performance and suitability for the most demanding applications. Lipinski selected and purchased his i9-13900K because the processor was represented to be and was

marketed as being among the most powerful processors available, capable of running the most demanding applications reliably and repeatedly. The purchase was based in part on the advertised performance, features, and capabilities of the i9-13900K.

76. None of the information provided to Lipinski disclosed any defects in the i9-13900K. Intel's omissions were material to Lipinski.

77. Had Intel disclosed the Defect before Lipinski purchased his i9-13900K, he would have seen such disclosures and been aware of them. Indeed, Intel's misstatements and omissions were material to Lipinski. Like all members of the Proposed classes, Lipinski would not have purchased his processor, or would have paid less for the i9-13900K, had he known of the Defect.

78. Further, in purchasing his i9-13900K, Lipinski relied upon representations from Intel that the i9-13900K was fully functional and could perform as represented by Intel. Lipinski relied on those representations, and the omission of the disclosure of the Defect, in purchasing the i9-13900K, and absent those representations and omissions, would not have purchased the i9-13900K or would have paid less for it.

79. Lipinski reasonably expected that the i9-13900K would function normally and in accordance with Intel's specifications and representations.

80. Several months later, Lipinski began to experience stability issues with and crashes with his i9-13900K. Lipinski lost work when his computer crashed, and he spent dozens of hours trying to troubleshoot the problem, including testing each component of the computer (including the RAM, hard drive, power supply) and updating the BIOS. None of his efforts remedied the problems he was experiencing. Because he had paid for a separate warranty from Micro Center, Lipinski returned the processor on August 2, 2024, and received an i9-14900K as a replacement because Micro Center no longer had i9-13900K Processors in stock.

81. Barely a month later, Lipinski again began experiencing similar stability issues and crashes with his *second* Intel Processor, his new i9-14900K, and, on October 15, 2024, Lipinski contacted Intel for warranty service. Intel refused to grant an RMA on Lipinski's i9-14900K, and Lipinski then returned to Micro Center, which again replaced his i9-14900K with another i9-

14900K on October 17, 2024.

82. Lipinski has installed a BIOS update that includes Intel's last Microcode version 0x12B and has experienced reduced performance from his i9-14900K.

83. Lipinski would not have purchased his first Intel i9-14900K at the price he paid had he known of the Defect and the eventual requirement that he install a microcode that reduces performance in order to protect his Processor from catastrophic and permanent damage.

84. Additionally, as a result of the Defect, Charlton has incurred out-of-pocket expenses to remedy the Defect, loss of use of his personal computer, and lost time. Charlton's i9-14900K has also suffered diminution in value due to the Defect and loss of resale value.

vii. Christian Sayre

85. Christian Sayre ("Sayre") is domiciled in and is a citizen of Illinois, residing in Chicago, Illinois, who purchased an Intel i9-14900K processor from Intel-authorized third-party reseller Amazon on December 2, 2023, for the price of $576.75 not including shipping or sales tax.

86. Sayre purchased the i9-14900K primarily for personal, family or household purposes. Sayre uses his personal computer for gaming and virtualization, both are extremely demanding computer tasks that require significant computational power. Accordingly, Sayre specifically sought to purchase one of the most powerful and fastest processors available.

87. Before making his purchase, Sayre extensively researched which processor ranked among the most powerful, fastest performing available, including by visiting the Intel.com website and reading Intel's specific promises regarding the 14th Gen Intel® Core™ Desktop Processor's power and performance and suitability for the most demanding applications. Sayre selected and purchased his i9-14900K because the processor was represented to be and was marketed as being among the most powerful processors available, capable of running the most demanding applications reliably and repeatedly. The purchase was based in part on the advertised performance, features, and capabilities of the i9-14900K.

88. None of the information provided to Sayre disclosed any defects in the i9-14900K. Intel's omissions were material to Sayre.

89. Had Intel disclosed the Defect before Sayre purchased his i9-14900K, he would have seen such disclosures and been aware of them. Indeed, Intel's misstatements and omissions were material to Sayre. Like all members of the Proposed classes, Sayre would not have purchased his processor, or would have paid less for the i9-14900K, had he known of the Defect.

90. Further, in purchasing his i9-14900K, Sayre relied upon representations from Intel that the i9-14900K was fully functional and could perform as represented by Intel. Sayre relied on those representations, and the omission of the disclosure of the Defect, in purchasing the i9-14900K, and absent those representations and omissions, would not have purchased the i9-14900K or would have paid less for it.

91. Sayre reasonably expected that the i9-14900K would function normally and in accordance with Intel's specifications and representations.

92. Sayre has installed a BIOS update that includes Intel's last Microcode version 0x12B and has experienced reduced performance from his i9-14900K.

93. Sayre would not have purchased his Intel i9-14900K at the price he paid had he known of the Defect and the eventual requirement that he install a microcode that reduces performance in order to protect his i9-14900K from catastrophic and permanent damage.

94. Additionally, as a result of the Defect, Sayre has incurred out-of-pocket expenses to remedy the Defect, loss of use of his personal computer, and lost time. Sayre's i9-14900K has also suffered diminution in value due to the Defect and loss of resale value.

viii. Mark Vanvalkenburgh

95. Mark Vanvalkenburgh ("Vanvalkenburgh") is domiciled in and is a citizen of New York, residing in Orchard Park, New York, who purchased an Intel i7-13700K processor from Intel-authorized third-party reseller BestBuy.com on January 9, 2023, for the price of $411.21, not including shipping or sales tax.

96. Vanvalkenburgh purchased the i7-13700K primarily for personal, family or household purposes. Vanvalkenburgh uses his personal computer for photography editing and post processing photos, computer tasks that require significant computational power. Accordingly, Vanvalkenburgh specifically sought to purchase one of the most powerful and fastest processors available.

97. Before making his purchase, Vanvalkenburgh extensively researched which processor ranked among the most powerful, fastest performing available, including by visiting the Intel.com website and reading Intel's specific promises regarding the 13th Gen Intel® Core™ Desktop Processor's power and performance and suitability for the most demanding applications. Vanvalkenburgh selected and purchased his i7-13700K because the processor was represented to be and was marketed as being among the most powerful processors available, capable of running the most demanding applications reliably and repeatedly. The purchase was based in part on the advertised performance, features, and capabilities of the i7-13700K.

98. None of the information provided to Vanvalkenburgh disclosed any defects in the i7-13700K. Intel's omissions were material to Vanvalkenburgh.

99. Had Intel disclosed the Defect before Vanvalkenburgh purchased his i7-13700K, he would have seen such disclosures and been aware of them. Indeed, Intel's misstatements and omissions were material to Vanvalkenburgh. Like all members of the Proposed classes, Vanvalkenburgh would not have purchased his processor, or would have paid less for the i7-13700K, had he known of the Defect.

100. Further, in purchasing his i7-13700K, Vanvalkenburgh relied upon representations from Intel that the i7-13700K was fully functional and could perform as represented by Intel. Vanvalkenburgh relied on those representations, and the omission of the disclosure of the Defect, in purchasing the i7-13700K, and absent those representations and omissions, would not have purchased the i7-13700K or would have paid less for it.

101. Vanvalkenburgh reasonably expected that the i7-13700K would function normally and in accordance with Intel's specifications and representations.

102. Vanvalkenburgh has installed a BIOS update that includes Intel's last Microcode version 0x12B and has experienced reduced performance from the i7-13700K.

103. Vanvalkenburgh would not have purchased his Intel i7-13700K at the price he paid had he known of the Defect and the eventual requirement that he install a microcode that reduces performance in order to protect his i7-13700K from catastrophic and permanent damage.

104. Additionally, as a result of the Defect, Vanvalkenburgh has incurred out-of-pocket expenses to remedy the Defect, loss of use of his personal computer, and lost time. Vanvalkenburgh's i7-13700K has also suffered diminution in value due to the Defect and loss of resale value.

ix. Todd Wolven

105. Todd Wolven ("Wolven") is domiciled in and is a citizen of Idaho, residing in Moscow, Idaho, who purchased an Intel i9-14900K processor from Intel-authorized third-party reseller ASI Computer Technologies on October 10, 2023, for the price of $579.00, not including shipping or sales tax.

106. Wolven purchased the i9-14900K primarily for personal, family or household purposes, primarily for computer programing (or "coding") and gaming.

107. Before making his purchase, Wolven extensively researched which processor ranked among the most powerful, fastest performing available, including by visiting the Intel.com website and reading Intel's specific promises regarding the 14th Gen Intel® Core™ Desktop Processor's power and performance and suitability for the most demanding applications. Wolven selected and purchased his i9-14900K because the processor was represented to be and was marketed as being among the most powerful processors available, capable of running the most demanding applications reliably and repeatedly. The purchase was based in part on the advertised performance, features, and capabilities of the i9-14900K.

108. None of the information provided to Wolven disclosed any defects in the i9-14900K. Intel's omissions were material to Wolven.

109. Had Intel disclosed the Defect before Wolven purchased his i9-14900K, he would have seen such disclosures and been aware of them. Indeed, Intel's misstatements and omissions were material to Wolven. Like all members of the Proposed classes, Wolven would not have purchased his Processor, or would have paid less for the i9-14900K, had he known of the Defect.

110. Further, in purchasing his i9-14900K, Wolven relied upon representations from Intel that the i9-14900K was fully functional and could perform as represented by Intel. Wolven relied on those representations, and the omission of the disclosure of the Defect, in purchasing the i9-14900K, and absent those representations and omissions, would not have purchased the i9-14900K or would have paid less for it.

111. Wolven reasonably expected that the i9-14900K would function normally and in accordance with Intel's specifications and representations.

112. Wolven soon began to experience stability issues with and crashes with his i9-14900K. Wolven lost work when his computer crashed, and he spent dozens of hours trying to troubleshoot the problem, including testing each component of the computer (including the RAM, hard drive, power supply) and updating the BIOS. None of his efforts remedied the problems he was experiencing, and eventually Wolven contacted Intel for warranty service on January 29, 2024. Intel granted an RMA, and Wolven received a replacement i9-14900K from Intel on February 29, 2024, after Intel confirmed his first processor was defective.

113. A few months later, Wolven again began experiencing similar stability issues and crashes with his *second* i9-14900K, and, on August 18, 2024, Wolven contacted Intel for warranty service. Intel granted an RMA of Wolven's second i9-14900K, and Wolven received yet another replacement i9-14900K from Intel on October 5, 2024, after Intel confirmed that his second processor was defective.

114. Wolven has installed a BIOS update that includes Intel's last Microcode version 0x12B and has experienced reduced performance from his i9-14900K.

115. Wolven would not have purchased his first Intel i9-14900K at the price he paid had he known of the Defect and the eventual requirement that he install a microcode that reduces

performance in order to protect his processor from catastrophic and permanent damage.

116. Additionally, as a result of the Defect, Wolven has incurred out-of-pocket expenses to remedy the Defect, loss of use of his personal computer, and lost time. Wolven's i9-14900K has also suffered diminution in value due to the Defect and loss of resale value.

x. Stephen Gilbert

117. Stephen Gilbert ("Gilbert") is domiciled in and is a citizen of Texas, residing in Midlothian, Texas.

118. Gilbert purchased an Intel i9-13900K processor from Intel-authorized third-party reseller Amazon on September 23, 2023, for the price of $551.99, not including shipping or sales tax.

119. Gilbert purchased the i9-13900K primarily for personal, family or household purposes, primarily for computer programing (or "coding") and gaming.

120. Gilbert selected and purchased his i9-13900K because the processor was represented to be and was marketed as being among the most powerful processors available, capable of running the most demanding applications reliably and repeatedly. The purchase was based in part on the advertised performance, features, and capabilities of the i9-13900K.

121. None of the information provided to Gilbert disclosed any defects in the i9-13900K. Intel's omissions were material to Gilbert.

122. Had Intel disclosed the Defect before Gilbert purchased his i9-13900K, he would have seen such disclosures and been aware of them. Indeed, Intel's misstatements and omissions were material to Gilbert. Like all members of the Proposed classes, Gilbert would not have purchased his Processor, or would have paid less for the i9-13900K, had he known of the Defect.

123. Further, in purchasing his i9-13900K, Gilbert relied upon representations from Intel that the i9-13900K was fully functional and could perform as represented by Intel. Gilbert relied on those representations, and the omission of the disclosure of the Defect, in purchasing the i9-13900K, and absent those representations and omissions, would not have purchased the i9-13900K

or would have paid less for it.

124. Gilbert reasonably expected that the i9-13900K would function normally and in accordance with Intel's specifications and representations.

125. Gilbert soon began to experience stability issues with and crashes with his i9-13900K. These issues included random blue screens and reboots. Gilbert lost work when his computer crashed, and he spent dozens of hours trying to troubleshoot the problem, including testing each component of the computer (including the RAM, hard drive, power supply) and updating the BIOS. None of his efforts remedied the problems he was experiencing.

126. Gilbert contacted Intel for warranty service in early September 2024. Intel eventually granted an RMA, and Gilbert shipped his defective i9-13900K to Intel, which Intel received on October 7, 2024. Intel eventually shipped Gilbert a replacement i9-14900K after Intel confirmed his first processor was defective. Gilbert received this replacement processor on or about October 23, 2024.

127. Gilbert installed the latest BIOS version as part of his initial setup of the replacement processor.

128. Roughly four months later, Gilbert again began experiencing similar stability issues and crashes with his i9-14900K.

129. Gilbert would not have purchased his first Intel processor (i9-13900K) at the price he paid had he known of the Defect and the eventual requirement that he install a microcode that reduces performance in order to protect his processor from catastrophic and permanent damage.

130. Additionally, as a result of the Defect, Gilbert has incurred out-of-pocket expenses to remedy the Defect, loss of use of his personal computer, and lost time. Gilbert's replacement i9-14900K has also suffered diminution in value due to the Defect and loss of resale value.

131. Gilbert did not attempt another RMA with Intel because he believed that Intel would either (i) not honor a second RMA or (ii) would ship another defective chip as a further replacement.

132. Gilbert would not have purchased his Intel i9-13900K at the price he paid had he

known of the Defect and the eventual requirement that he install a microcode that reduces performance in order to protect his processor from catastrophic and permanent damage.

133. Additionally, as a result of the Defect, Gilbert has incurred out-of-pocket expenses to remedy the Defect, loss of use of his personal computer, and lost time. Gilbert's replacement i9-14900K has also suffered diminution in value due to the Defect and loss of resale value.

B. Box Processor Business Plaintiff

xi. Theatrical Concepts, Inc.

134. Theatrical Concepts, Inc. ("Theatrical") is a corporation organized and existing under the laws of the State of California, with its principal place of business in Agoura Hills, California, that purchased an Intel i9-13900KF processor from Intel-authorized third-party reseller Exxact Corporation, or its affiliates, on September 21, 2023, for the price of $570.00, not including shipping or sales tax.

135. Theatrical designs, builds and sells commercial systems for imagery, interaction, video, audio, and lighting. Many of Theatrical's systems are designed specifically for the Intel i9-13900KF processor—based on its claimed and advertised specifications.

136. Before making its purchase, Theatrical extensively researched which processor ranked among the most powerful, fastest performing available, including by visiting the Intel.com website and reading Intel's specific promises regarding the 13th Gen Intel® Core™ Desktop Processor's power and performance and suitability for the most demanding applications. Theatrical selected and purchased its i9-13900K because the processor was represented to be and was marketed as being among the most powerful processors available, capable of running the most demanding applications reliably and repeatedly. The purchase was based in part on the advertised performance, features, and capabilities of the i9-13900K.

137. None of the information provided to Theatrical disclosed any defects in the i9-13900K. Intel's omissions were material to Theatrical.

138. Had Intel disclosed the Defect before Theatrical purchased its i9-13900K, it would

have seen such disclosures and been aware of them. Indeed, Intel's misstatements and omissions were material to Theatrical. Like all members of the Proposed classes, Theatrical would not have purchased its processor, or would have paid less for the i9-13900K, had it known of the Defect.

139. Further, in purchasing its i9-14900K, Theatrical relied upon representations from Intel that the i9-13900K was fully functional and could perform as represented by Intel. Theatrical relied on those representations, and the omission of the disclosure of the Defect, in purchasing the i9-13900K, and absent those representations and omissions, would not have purchased the i9-13900K or would have paid less for it.

140. Theatrical reasonably expected that the i9-13900KF would function normally and in accordance with Intel's specifications and representations.

141. Several months later, the i9-13900KF began to demonstrate stability issues and crashes. Theatrical spent dozens of hours trying to troubleshoot the problem, including testing each component of the computer (including the RAM, hard drive, power supply) and updating the BIOS. None of Theatrical's efforts remedied the problems it was experiencing, and eventually, Theatrical contacted Intel for warranty service on July 9, 2024. Intel granted an RMA on July 12, 2024, and Theatrical was shipped a replacement i9-13900KF on July 18, 2024, after Intel confirmed the processor was defective.

142. Theatrical has installed a BIOS update that includes Intel's last Microcode version 0x12B and has experienced reduced performance from the i9-13900KF. Theatrical would not have purchased the Intel i9-13900KF at the price it paid had it known of the Defect and the eventual requirement that it install a microcode that reduces performance in order to protect its Processor from catastrophic and permanent damage.

143. Additionally, as a result of the Defect, Theatrical has incurred out-of-pocket expenses to remedy the Defect and lost time. Theatricals i9-13900K has also suffered diminution in value due to the Defect and loss of resale value.

C. OEM System Processor Plaintiff

xii. Melanie Loyer Russell

144. Melanie Loyer Russell ("Russell") is domiciled in and is a citizen of Missouri, residing in Saint James, Missouri who purchased an Alienware Aurora R16 Gaming Desktop PC containing an Intel i9-14900KF from Dell Marketing LP on February 18, 2024, for the price of $4,298.99, not including sales tax. Russell specifically chose a prebuilt desktop PC containing an Intel 14th Generation Core Processor. The product page for her Alienware Aurora R16 Gaming Desktop PC prominently displayed the "Intel" graphic and the first specification in the product description was "Intel® Core™ i9 14900KF."

145. Russell purchased her Alienware Aurora R16 Gaming Desktop PC containing an Intel i9-14900KF processor for personal, family, and household use.

146. Before making her purchase, Russell extensively researched which processor ranked among the most powerful, fastest performing available, including by visiting the Intel.com website and reading Intel's specific promises regarding the 14th Gen Intel® Core™ Desktop Processor's power and performance and suitability for the most demanding applications. Russell selected and purchased her i9-14900KF because the processor was represented to be and was marketed as being among the most powerful processors available, capable of running the most demanding applications reliably and repeatedly. The purchase was based in part on the advertised performance, features, and capabilities of the i9-14900KF.

147. None of the information provided to Russell disclosed any defects in the i9-14900KF. Intel's omissions were material to Russell.

148. Had Intel disclosed the Defect before Russell purchased her i9-14900KF, she would have seen such disclosures and been aware of them. Indeed, Intel's misstatements and omissions were material to Russell. Like all members of the Proposed classes, Russell would not have purchased her processor, or would have paid less for the i9-14900KF, had she known of the Defect.

149. Further, in purchasing her i9-14900KF, Russell relied upon representations from Intel that the i9-14900KF was fully functional and could perform as represented by Intel. Russell

relied on those representations, and the omission of the disclosure of the Defect, in purchasing the i9-14900KF, and absent those representations and omissions, would not have purchased the i9-14900KF or would have paid less for it.

150. Russell reasonably expected that the i9-14900KF would function normally and in accordance with Intel's specifications and representations.

151. Several months after delivery, Russell began to experience stability issues causing the PC to freeze while performing ordinary and routine computer tasks. These issues are indicative of premature, unrepairable damage to her Intel i9-14900KF. Russell opened a support ticket with Dell Premium Support on July 31, 2024, but Dell has not agreed to an RMA of either the Alienware Aurora R16 Gaming Desktop PC or the Intel i9-14900KF,

152. Russell recently installed an updated BIOS from Dell, that presumably includes Intel's last Microcode version 0x12B, but, following the update, she has begun experiencing numerous problems with her PC that she still has not fully resolved. She believes this is a result of the BIOS update that she was forced to perform in order to protect her processor from further damage.

153. Russell would not have purchased the Alienware Aurora R16 Gaming Desktop PC containing an Intel i9-14900KF at the price she paid had she known of the Defect and the eventual requirement that she install a microcode that reduces performance in order to protect her Intel i9-14900KF from catastrophic and permanent damage.

154. Additionally, as a result of the Defect, Russell has incurred out-of-pocket expenses to remedy the Defect, loss of use of her personal computer, and lost time. Russell i9-14900KF has also suffered diminution in value due to the Defect and loss of resale value.

II. DEFENDANT

155. Intel is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in Santa Clara, California. Intel engages in the design, manufacture, and sale of computer products and technologies in business and consumer

markets worldwide.

156. Intel's revenue from the sale of desktop processors was $10.2 billion worldwide in 2023. Intel's only significant competitor in the desktop PC processor space is Advanced Micro Devices, Inc. ("AMD"), with $4.65 billion in worldwide revenue from both its desktop and mobile processor sales in 2023.

157. Intel also develops and disseminates the owners' manuals, warranty booklets, advertisements, and other promotional materials relating to the Raptor Lake Processors.

FACTS

I. INTEL RAPTOR LAKE PROCESSORS

A. Central Processing Units

158. The Central Processing Unit (CPU) or processor is the "brains" of a personal computer ("PC"). Almost everything a computer does is controlled by its processor. Processors consist of millions of microscopic electrical components embedded on a tiny wafer of silicone. Processors are, however, more than just their component parts; they also include embedded instruction sets designed to perform specific tasks.

159. When a PC runs an application (apart from graphics in most high-end systems), it is running on the processor. Without a processor, a PC will not function.

160. The processor is plugged into a dedicated socket on a large circuit board called a "motherboard" that connects to the other computer components. Like the processors themselves, Intel and AMD design and specify the motherboards for their processors, but, unlike their processors, motherboards are primarily manufactured and branded by third parties which can customize the design and settings to meet their own particular goals for functionality, performance and cost. The manufacturers are called "Original Design Manufacturers" or "ODMs."

161. A processor's performance is measured in "clock speed" or frequency. Generally, a higher clock speed means a faster processor, running more operations per second. However, running at a higher clock speed generates more heat. The faster the clock speed, the hotter the

processor gets. Intel processors are limited to an operating temperature of 100ºC (212ºF). As processors approach their temperature limit, embedded instruction sets in the processor should slow the clock speed down to prevent permanent damage (called "thermal throttling").

162. "Vcore," or "core voltage" is the main input voltage supplied to the processor. Higher voltage levels are required to obtain higher stable processor frequencies, because faster speeds require more power. A higher core voltage also results in a higher heat output, and greater power consumption by the processor.

163. "Vmin" is the minimum voltage the processor needs to operate with stability.

164. Voltage Identification Digital" ("VID") is a digital signal the processor sends to the motherboard to instruct the power converter of the amount of voltage the processor requires.

165. Elevated voltage can damage a processor, degrading internal processor components and causing instability. For the Intel® Core™ 13th and 14th Gen desktop processors, the specified maximum operating voltage was 1.72V.[5]

B. PC Game and Multimedia Rendering

166. In 2024, the global market for PC video games exceeded $41 billion.[6] Modern PC games with cutting-edge 3D graphics are some of the most challenging applications that PCs run.

167. The modern era of PC gaming and multimedia began in 1993, when three engineers formed a company, now known as "NVIDIA Corporation" ("Nvidia") to design and build a specialized electronic circuit known as a graphics processing unit ("GPU") for rendering 3D graphics and other kinds of multimedia that would allow PC users to run more graphically complex games and media on their PCs.

168. Almost all enthusiast PCs now include discrete video graphics cards with GPUs to run games and multimedia. This allows for much of the visual data and processes to be "offloaded" from the processor. Nevertheless, processors still play a critical role in running PC games and

[5] 13th Generation Intel® Core™ and Intel® Core™ 14th Generation Processors Datasheet, Volume 1 of 2 August 2024, p. 186, Doc. No.: 743844, Rev.: 012.

[6] https://www.gamesindustry.biz/gamesindustrybiz-presents-the-year-in-numbers-2024

multimedia at both the desktop and server level, performing a host of functions and feeding the graphics data to the video card from the PC's memory.

169. Tools for developing a PC game's core functionality, called a "game engine," can be licensed and used to develop new games. Other types of programs that perform other rendering and ancillary functions can also be licensed and incorporated into new games.

170. Modern 3D graphics programs use internal programs called "shaders" that mathematically calculate light, dark, and color when rendering a 3D scene to the player. To save space and memory, and speed performance, shaders are compressed and are required to be rapidly decompressed and then properly compiled by the game engine when the scene needs to be rendered. Processors handle the process of shader decompression before feeding the data to GPUs.

C. Intel Processor Sales

i. Box Processors

171. Intel sells processors for desktop computers in three ways. Intel sells processors as separate components through authorized resellers, to consumers and businesses who install the processors themselves when they build or upgrade their PCs. These processors are sold in the famed Intel blue box. The box itself provides indicia that the included processor is authentic and authorized for sale and is covered by Intel's processor warranty. Intel describes these processors as "Box Processors."

172. Box Processor purchasers building or upgrading a PC have a choice to build based on either an Intel or an AMD processor. Motherboards are only compatible with either Intel or AMD processors, so the initial processor manufacturer choice cannot be undone without replacing other significant components. Thus, the initial decision to build either an Intel or AMD system determines the entire PC system through its useful life.

ii. Tray Processors

173. Intel also sells its processors in bulk directly to other technology companies for their own use and to original equipment manufacturer (OEM) system builders (also known as

"system integrators") (i.e., "Dell," "HP," "Lenovo," etc.) for resale to consumers and businesses. Because these processors are shipped in trays containing 40 or more processors, these are known as "Tray Processors." Direct purchasers of Tray Processors have direct warranty agreements with Intel.

iii. OEM Processors

174. The purchasers of OEM systems containing Intel processors are not covered by Intel's warranties. Instead, these purchasers may have a separate warranty from the OEM that covers all system hardware including the processor.

D. Intel's Raptor Lake Processors

175. On September 28, 2022, Intel formally announced its newest processor, code named "Raptor Lake," the 13th Generation of Intel processors designed for PCs. As it had with previous generations of processors, on October 20, 2022, Intel launched its fastest, best-performing processor first, in order to generate excitement and demand among PC enthusiasts and creative professionals.

176. On January 3, 2023, Intel announced additional mainstream 13th Generation desktop processors and processors for laptops.

177. On October 17, 2023, the 14th Generation of Raptor Lake was launched, again, with the fastest, best performing processors first. On January 8, 2024, Intel released its mainstream 14th Generation desktop processors and processors for laptops.

178. For simplicity, except where needed, both the 13th Generation and 14th Generation Intel processors will continue to be referred to herein as "Raptor Lake."

179. For Box Processor purchasers, Intel's standard U.S. warranty for Raptor Lake was three-years from the date of purchase for original owners. Intel generally offers a shorter limited warranty with Tray Processors to its direct customers. As described *supra*, OEM processor purchasers are not covered by the Intel warranty and are instead covered by whatever warranty the OEM provides.

II. INTEL'S REPRESENTATIONS REGARDING ITS RAPTOR LAKE PROCESSORS

A. 13th Gen Intel Core S-Series Processors

180. Intel provided information on the 13th Gen Intel® Core™ Desktop Processor at https://www.intel.com/content/www/us/en/products/docs/processors/core/13th-gen-core-desktop-brief.html.

181. Intel represented that "these processors continue to utilize Intel's performance hybrid architecture to optimize your gaming, content creation, and productivity."

182. Intel represented that "[w]hether you are working, streaming, gaming, or creating, the 13th Gen Intel® Core desktop processors deliver the next generation of breakthrough performance" and that "[t]he 13th Gen Intel® Core™ desktop processors deliver the next generation of breakthrough core performance."

183. Intel represented that "[l]oaded with the latest platform technologies, 13th Gen Intel® Core™ desktop processors accelerate system performance" and "[t]he 13th Gen Intel® Core™ desktop processors bring you the ultimate immersive experiences, whether you are engaged in intense gaming and creating or highly focused work sessions."

184. Intel represented that "[t]he 13th Gen Intel® Core desktop processors deliver a seamless, immersive user experience to power your creativity and focus."

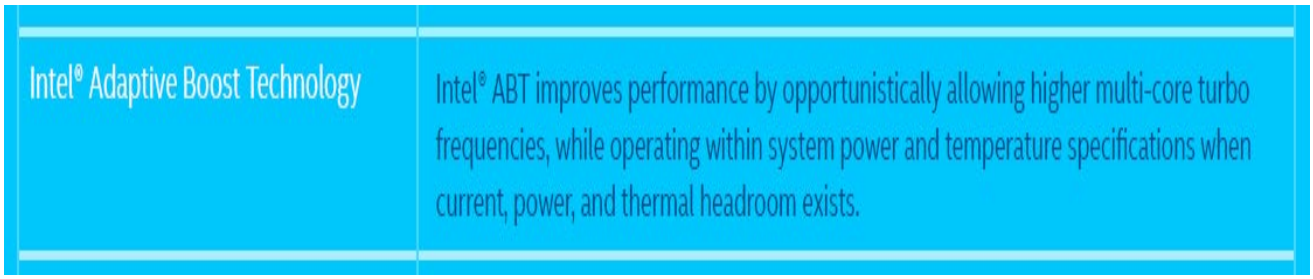
185. Intel claimed that the 13th Gen Intel® Core™ Desktop Processors:

a. (were) "The highest-performing CPU core ever built by Intel, designed to handle single-threaded, lightly threaded, or burst workloads like 4K gaming and 3D design."

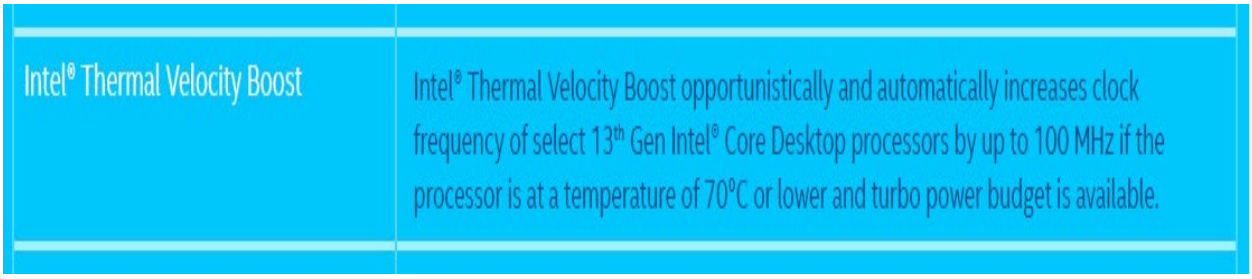
b. "Designed to handle multi-threaded and background tasks such as minimized browser tabs, IT services, and cloud syncing, leaving P-cores free to deliver incredible performance without interruption."

c. "Integrates two core microarchitectures into a single die, prioritizing and distributing workloads to optimize performance."

186. Intel specifically touted the 13th Gen Intel® Core™ Desktop Processors' "Intel® Adaptive Boost Technology," claiming that "the Intel® ABT improves performance by opportunistically allowing higher multi-core turbo frequencies, while operating within system power and temperature specifications when current, power, and thermal headroom exists."



187. Intel specifically touted the 13th Gen Intel® Core™ Desktop Processors' "Intel® Thermal Velocity Boost," claiming that "Intel® Thermal Velocity Boost opportunistically and automatically increases clock frequency of select 13th Gen Intel® Core Desktop processors by up to 100 MHz if the processor is at a temperature of 70°C or lower and turbo power budget is available."



188. Intel provided a link to its own performance testing of the 13th Gen Intel® Core™ Desktop Processors: "Learn more at www.Intel.com/PerformanceIndex."

189. At no time while advertising the benefits of the 13th Gen Intel® Core™ Desktop Processors did Intel reveal a fatal drawback: that the processors suffered from the Defect and the likelihood of permanent damage to the Processor as a result of the Defect.

190. Further, Intel was specifically touting its "Adaptive Boost Technology" and "Thermal Velocity Boost," features designed to "opportunistically" increase Processor performance when the Processor was under its specified current, power, and thermal limit while at

the same time omitting information about the Defect and the likelihood of irreversible, permanent damage as a result of the Defect even when the Processor was operating under its specified current, power and thermal limit.

B. 14th Gen Intel Core S-Series Processors

191. Intel provided information on the 14th Gen Intel® Core™ Desktop Processor at https://www.intel.com/content/www/us/en/products/docs/processors/core/core-14th-gen-desktop-brief.html.

192. Intel represented that "[t]his new generation of processors continue to utilize Intel's performance hybrid architecture1 to optimize your gaming, content creation, and productivity."

193. Intel represented that "[w]hether you are working, streaming, gaming, or creating, Intel® Core desktop processors deliver the ultimate immersive experience;" and that Intel® Core desktop processors feature enhancements and technologies designed to enable the experiences you are looking for."

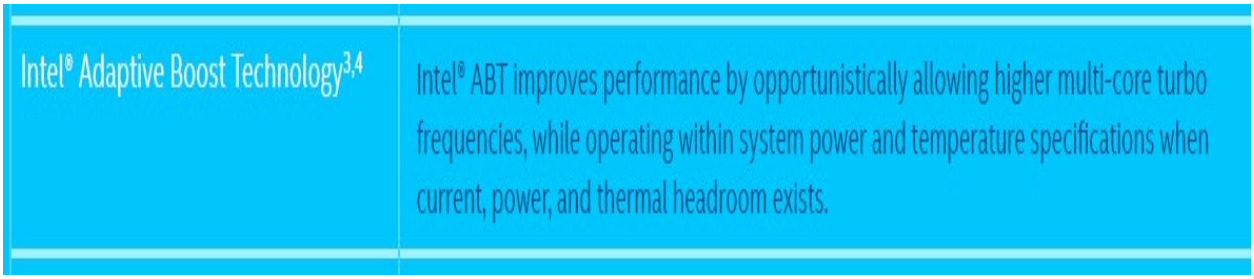
194. Again, Intel claimed that the 14th Gen Intel® Core™ Desktop Processors:

a. (were) "The highest-performing CPU core ever built by Intel, designed to handle single-threaded, lightly threaded, or burst workloads like 4K gaming and 3D design."

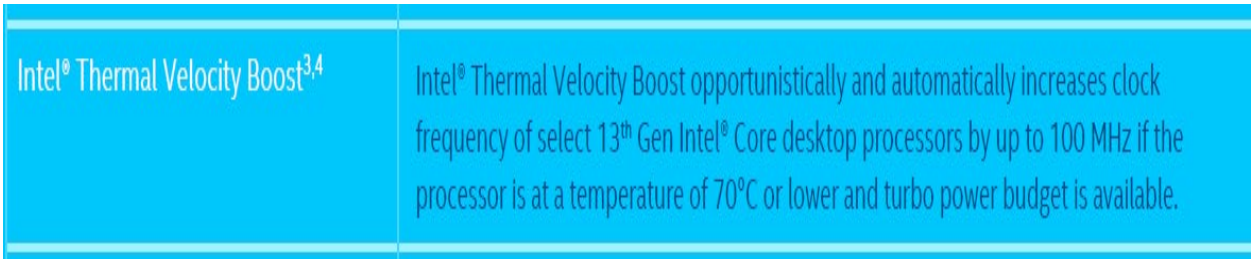
b. "Designed to handle multi-threaded and background tasks such as minimized browser tabs, IT services, and cloud syncing, leaving P-cores free to deliver incredible performance without interruption."

c. "Integrates two core microarchitectures into a single die, prioritizing and distributing workloads to optimize performance."

195. Again, Intel specifically touted the 14th Gen Intel® Core™ Desktop Processors' "Intel® Adaptive Boost Technology," claiming that "Intel® ABT improves performance by opportunistically allowing higher multi-core turbo frequencies, while operating within system power and temperature specifications when current, power, and thermal headroom exists."



196. Again, Intel specifically touted the 14th Gen Intel® Core™ Desktop Processors' "Intel® Thermal Velocity Boost," claiming that "Intel® Thermal Velocity Boost opportunistically and automatically increases clock frequency of select 13th[7] Gen Intel® Core Desktop processors by up to 100 MHz if the processor is at a temperature of 70°C or lower and turbo power budget is available."



197. Intel provided a link to its own performance testing of the 14th Gen Intel® Core™ Desktop Processors: "Performance varies by use, configuration, and other factors. Learn more on the Performance Index site."[8]

198. At no time while advertising the benefits of the 14th Gen Intel® Core™ Desktop Processors did Intel reveal a fatal drawback: that the Processors suffered from the Defect and the likelihood of irreversible, permanent damage to the Processors as a result of the Defect.

199. Further, Intel was specifically touting its "Adaptive Boost Technology" and

[7] This is likely a typo in the website materials.
[8] www.intel.com/performanceindex

"Thermal Velocity Boost," features designed to "opportunistically" increase Processor performance when the Processor was under its specified current, power, and thermal limit while at the same time omitting information about the Defect and the likelihood of irreversible, permanent damage as a result of the Defect even when the Processor was operating under its specified current, power and thermal limit.

C. Intel Performance Indexes

200. Intel maintains a comprehensive, historic database to support all of its performance claims for its desktop processors on its website at https://edc.intel.com/content/www/us/en/products/performance/benchmarks/desktop/.

201. Support for Intel's performance claims for each one of the different models of its13th Gen Intel Core Desktop Processors can be viewed at https://edc.intel.com/content/www/us/en/products/performance/benchmarks/13th-gen-intel-core-desktop-processors/.

202. Support for Intel's performance claims for each one of the different models of its14th Gen Intel Core Desktop Processors can be viewed at https://edc.intel.com/content/www/us/en/products/performance/benchmarks/intel-core-14th-gen-desktop-processors/.

III. THE INTEL RAPTOR LAKE DEFECT

A. The Defect Manifests in Raptor Lake Processors

203. Barely a month after the launch of 13th Gen. Raptor Lake Processors, users on PC enthusiast and PC gaming internet forums began posting complaints of instability, crashes and video memory crashes with Intel's flagship i9-13900K versions of the Raptor Lake processors while playing computer games or running other types of multimedia applications. Since these users were also using discrete video graphics cards with more than sufficient memory, this was a strange result. Users reported that their processors performed well when new, but, after a few months, they all began to experience the same errors.

204. On November 24, 2022, a poster on one of the most widely read internet computer

forums,[9] "anandtech.com," authored a post entitled "DEGRADING Raptor lake CPUs," writing in part:

> I noticed some reports about degrading i9 13900K and KF processors.
>
> I experienced this problem myself, when I ran it at 6 GHz, light load (3 threads of Cinebench), at acceptable temperature and non extreme voltage. After only few minutes it crashed, and then it could not run even at stock setting without bumping the voltage a bit.[10]

205. On December 14, 2022, a poster on another widely-read internet computer forum "overclock.net" experimented with a new Intel microcode he found on his i9-13900K and reported that:

> [0x]104 has some strange interaction with Core PLL Voltage Trim, which causes very high temp alerts and strange core temp deltas if you go past 30mv, and at default setting (0.90v), causes core temp to be reported at least 6C below actual ambient temp . . .[11]

206. On January 13, 2023, the employee-moderator of the forum for Intel motherboard ODM, "EVGA Corporation" reported that a new microcode version 0.105 that Intel had provided to be incorporated into EVGA's new BIOS for its Raptor Lake-compatible motherboards had "a lower VID value."[12]

207. Again, VID (Voltage Identification Digital) is the specification for the default voltage for stable operation of the processor. The VID always defines the maximum operating voltage (Vpeak) for the processor. *Intel's lowering of VID indicates that it was already aware of the Defect and was trying to address it without saying anything publicly*.

208. Intel continued to sell Raptor Lake processors with no change in its marketing materials or advertising.

209. On July 27, 2023, a user updated his post on the r/intel reddit forum describing how

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[9] Language in internet forum posts is extremely informal and ungrammatical. Where necessary, the posts have been edited for clarity but can be viewed in their original form at the links provided.

[10] https://forums.anandtech.com/threads/degrading-raptor-lake-cpus.2608723/#post-40897139

[11] https://www.overclock.net/posts/29093878/

[12] https://forums.evga.com/BIOS-for-Z690-DARK-KNGPN-208-CLASSIFIED-208-13900KS-support-and-more-m3594283.aspx?high=intel+105

they had exhaustively troubleshooted issues with their PC before focusing on their i9-13900KF and concluded that:

> SOME OF I9-13900's faulty, its like lottery, i did borrow a i9-13900F from my friend and my pc working like charm, I started the RMA process. If you [are] getting like this errors [sic], drop down the CPU CLOCKS from 55 to 50, so you can use it until RMA. Then definitely RMA IT, THERE IS NOTHING YOU CAN DO ABOUT FIX[ing] THE PROBLEM.[13]

210. The poster also helpfully provided links to no less than 15 other internet forum posts describing the same issue with Intel i9-13900 Processors.

211. It is important to note that the r/intel reddit forum is closely monitored by Intel and, when Intel makes announcements to the enthusiast community, it will frequently do so through posts on r/intel. Intel employees are active on r/intel and frequently post and reply to posts there.

212. On August 11, 2023, video game developer "Arc Games" posted on its website regarding players encountering "out of memory" crashes when attempting to run a game called "Remnant 2" on PC, stating that "[w]e have identified an issue on some Intel 13th generation CPU's where upon startup the game will display a message about being out of video memory or the crash reporter will pop up referencing an issue with decompressing a shader. If you experience this problem, you will likely also see it in other DX12[14] games."[15]

213. On September 25, 2023, a user on Intel's own "community.intel.com" internet forum posted about "very frequent crashes (Windows 11) with apps, games and benches" with his i9-13900K. An Intel moderator responded to the post, insisting that the processor was "working properly." Another poster responded linking to the prior post on the r/intel reddit and asking sensibly:

> Why don't intel just accept[] this is something wrong with i9-13900K instead of following the SoP.?
>
> Everyone who bought i9-13900K is suffering in silence. Some don't even know

[13] https://www.reddit.com/r/intel/comments/12bybl5/something_wrong_with_13900K/

[14] Microsoft DirectX is a collection of application programming interfaces (APIs) that provide features and handle tasks on the Windows platform related to multimedia and game programming. Direct 12 Ultimate ("DX12") is the latest stable API.

[15] https://www.remnantgame.com/en/news/article/11551423

> what it is and getting their head burst out... Please do good and help everyone instead of taking long time to check everyone and telling all nonsense reasons even when you have a data of how many i9-13900K has gone wrong? Please at-least publish the data.[16]

214. On or about December 23, 2023, game engine developer "RAD," whose products include a widely used shader decompression tool for gaming engines called "Oodle," posted an article on its own website entitled "Intel Processor Instability Causing Oodle Decompression Failures" and that it had:

> … become aware of a problem that can cause Oodle Data decompression failures, or crashes in games built with Unreal [gaming engine]. We believe that this is a hardware problem which affects primarily Intel 13900K and 14900K processors, less likely 13700, 14700 and other related processors as well.[17]

215. On February 13, 2024, an anonymous user posted to the Unreal Engine (one of the most popular gaming engines) Developer internet forum reporting that he had reached out directly to NVIDIA about issues with '"Out of video memory' and or BSOD [Blue Screen of Death] and system crashes. The issue were [sic] only exists in games using and made with Unreal Engine."[18]

216. The user quoted directly from NVIDIA'S proposed solution as provided to the user:

> If you're getting the out of video memory error when launching The Finals [PC game,], you more than likely need to downclock your CPU. Despite the game saying the issue is with your VRAM, if your PC has an i9-13900K (or KF)[19] CPU, then you need to perform a slight downclock to fix the problem. For some reason, Unreal Engine 5 games seem to have some issues with this particular model (and possibly other 13th-generation Intel CPUs).
>
> We have identified an issue on some Intel 13th generation CPU's where upon startup the game will display a message about being out of video memory or the crash reporter will pop up referencing an issue with decompressing a shader. If you experience this problem, you will likely also see it in other DX12 games.
>
> If your CPU is overclocked, try setting it back to the defaults. If you're not

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[16] https://community.intel.com/t5/Processors/i9-13900K-very-frequent-crashes-Windows-11-with-apps-games-and/m-p/1527297#M65490

[17] https://www.radgametools.com/oodleintelold.htm

[18] https://forums.unrealengine.com/t/out-of-video-memory-nvidia-message/1686222

[19] Intel's KF series processors are essentially the same as its K processors, but without the CPU's integrated graphics--an extraneous feature for enthusiasts using a dedicated graphics card in their systems. *See* https://www.corsair.com/us/en/explorer/gamer/corsair-one-gaming-pcs/what-is-the-difference-between-the-k-the-kf-and-the-f-cpus-from intel/#:~:text=The%20KF%20series%20processors%20are,lower%20than%20the%20K%20processors.

> overclocked or that doesn't work, try installing Intel Extreme Tuning Utility:
>
> [Intel® Extreme Tuning Utility (Intel® XTU) 1.0K] (https://Intel 80 Extreme Tuning Utility) and lowering your "Performance Core Ratio" from 55x to 54x.

217. At the same time, similar complaints and reports began to circulate across the Internet on PC enthusiast forums and websites, all pointing the finger at Intel 14900K, 13900K, 14700K, and 13700K processors as the common factor.

218. Other game developers also began posting about the problem on their own websites as they fielded more and more complaints from their customers. On February 22, 2024, Game developer "Fatshark" reported that for players experiencing "data corruption errors … it has been noted that players with the Intel i9 13900K/14900K and Intel i7 13700K/14700K CPUs are prone to these crashes."[20]

B. Intel Finally Publicly Acknowledges the Issues with Raptor Lake Processors

219. On February 23, 2024, the Internet website "Tom's Hardware" reported that "[i]ncreasing numbers of users of the [Intel] Core i9-13900K and Core i7-13700K have reported crashes in some of the latest games, usually accompanied by an out of video memory error."[21]

220. Importantly, Tom's Hardware reached out to Intel and received an "official response," "Intel is aware of reports regarding Intel Core 13th and 14th Gen unlocked desktop processors experiencing issues with certain workloads. We're engaged with our partners and are conducting analysis of the reported issues." Thus, on February 23, 2024, Intel was finally officially acknowledging that at least some of its Raptor Lake processors were "experiencing issues with certain workloads."

221. Intel continued to sell Raptor Lake processors with no change in its marketing materials or advertising.

222. On February 27, 2024, Intel provided its first official response to the numerous reports it had received of processor instability. Intel Employee Thomas Hannaford ("Hannaford")

[20] https://support.fatshark.se/hc/en-us/articles/360021425793--PC-How-to-Resolve-Data-Corruption-Errors
[21] https://www.tomshardware.com/pc-components/cpus/is-your-intel-core-i9-13900K-crashing-in-games-your-motherboard-bios-settings-may-be-to-blame-other-high-end-intel-cpus-also-affected

posted on the Intel Community Product Support [Internet] Forums "Processors" sub-forum that:

> Intel is aware of reports regarding Intel Core 13th and 14th Gen unlocked desktop processors experiencing issues with certain workloads. We're engaged with our partners and are conducting analysis of the reported issues.
>
> If you are experiencing these issues, please reach out to Intel Customer Support for further assistance in the interim.[22]

223. According to his LinkedIn profile, Hannaford is a "Communications Manager at Intel Corporation."

224. On April 6, 2024, NVIDIA posted in its own "NVIDIA GeForce Forums," linking to the February 27, 2024 Intel forum post along with the note for its users that "[i]f your system is using an Intel 13th/14th Gen unlocked desktop CPU and is experiencing stability issues/out of memory error messages/crash to desktop while the game is compiling shaders, please consult the following sites for troubleshooting assistance."[23]

225. On April 8, 2024, the website "digitaltrends.com" posted that "an anonymous source in Korea responsible for customer service on Intel CPUs says that customers are returning more than 10 of Intel's 13th-gen and 14th-gen Core i9 CPUs daily" due to the "not enough video memory" error when launching games.[24]

226. On April 9, the website "The Verge" translated a statement Intel made to ZDNet Korea that "Intel is aware of problems that occur when executing certain tasks on 13th and 14th generation core processors for desktop PCs, and is analyzing them with major affiliates."[25]

227. Intel continued to sell Raptor Lake processors with no change in its marketing materials or advertising.

228. On April 27, 2024, the PC hardware website "Igorslab.de" published an update it had been given by Intel as a "13th and 14th Generation K SKU Processor Instability Issue Update,"

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[22] https://community.intel.com/t5/Processors/Regarding-Reports-of-13th-14th-Gen-Unlocked-Desktop-Users/td-p/1575863?profile.language=en

[23] https://www.nvidia.com/en-us/geforce/forums/game-ready-drivers/13/540532/geforce-grd-55212-feedback-thread-released-4424/

[24] https://www.digitaltrends.com/computing/intel-core-i9-cpu-crashes-returns/

[25] https://www.theverge.com/2024/4/9/24125036/intel-game-crash-13900K-14900K-fortnite-unreal-engine-investigation

which sought to place the blame on Intel's motherboard ODM partners:

> Intel® has observed that this issue may be related to out of specification operating conditions resulting in sustained high voltage and frequency during periods of elevated heat.
>
> Analysis of affected processors shows some parts experience shifts in minimum operating voltages which may be related to operation outside of Intel® specified operating conditions.
>
> ….
>
> Intel® requests system and motherboard manufacturers to provide end users with a default BIOS profile that matches Intel® recommended settings.
>
> Intel® strongly recommends customer's default BIOS settings should ensure operation within Intel's recommended settings.
>
> In addition, Intel® strongly recommends motherboard manufacturers to implement warnings for end users alerting them to any unlocked or overclocking feature usage.[26]

C. Intel Continues to Purportedly Search for the Cause of the Issues with Raptor Lake Processors

229. On May 2, 2024, Hannaford posted to the Intel "processor" community forum:

> We are continuing to investigate with our partners the recent user reports of instability in certain workloads on these processors.
>
> In the interim, the following BIOS[27] settings are recommended to help maximize stability for currently installed processors while Intel continues investigating root cause:
>
> . . . .
>
> Intel continues to work with its partners to develop appropriate mitigations going forward. And as noted previously, if you are experiencing these issues please reach out to Intel Customer Support for further assistance.[28]

230. Intel continued to sell Raptor Lake processors with no change in its marketing materials or advertising.

231. On June 14, 2024, the website "guru3d.com" posted that it had learned of an internal Intel document with the title "Enhanced Thermal Velocity Boost (eTVB) May

[26] https://www.igorslab.de/en/intel-releases-the-13th-and-14th-generation-k-sku-processor-instability-issue-update/
[27] BIOS (Basic Input/Output System) is firmware that tells a computer's operating system how to operate the PC's hardware.
[28] https://community.intel.com/t5/Processors/Updated-Guidance-RE-Reports-of-13th-14th-Gen-Unlocked-Desktop/m-p/1594553

Miscalculate Frequency Limits." The document described "an issue where incorrect frequency limit calculations might allow processors to operate at high frequency states at high temperatures. This issue has been a known concern for some time, potentially leading to unstable performance and possible damage in these CPU models."[29]

232. The same day, Intel issued a statement to tomshardware.com that denied that the internal document reflected that it had solved the root cause of its 13th and 14th Gen. processor crashes:

> Contrary to recent media reports, Intel has not confirmed root cause and is continuing, with its partners, to investigate user reports regarding instability issues on unlocked Intel Core 13th and 14th generation (K/KF/KS) desktop processors … The microcode patch referenced in press reports fixes an eTVB bug discovered by Intel while investigating the instability reports. While this issue is potentially contributing to instability, it is not the root cause.

233. Intel continued to sell Raptor Lake processors with no change in its marketing materials or advertising.

234. On June 18, 2024, Hannaford again posted to the community Intel forum:

> Intel and its partners are continuing to investigate user reports regarding instability issues on Intel Core 13th and 14th generation (K/KF/KS) desktop processors. We appreciate the Intel community's patience on the matter and will continue to share updates on the investigation as it works towards a conclusion. In the meantime, we're sharing an update on confirmed factors leading to the reported instability issues and Intel's current guidance to users regarding Intel Core 13th and 14th Generation (K/KF/KS) desktop processors.
>
> Investigation Background and Intel Default Settings Recommendations
>
> Intel analysis has determined a confirmed contributing factor to the instability reports on Intel Core 13th and 14th Gen (K/KF/KS) desktop processors is elevated voltage input to the processor due to previous BIOS settings which allow the processor to operate at turbo frequencies and voltages even while the processor is at a high temperature.
>
> However, in investigating this instability issue Intel did discover a bug in the Enhanced Thermal Velocity Boost (eTVB) algorithm which can impact operating conditions for Intel Core 13th and 14th Gen (K/KF/KS) desktop processors.[30] We have developed a patch for the eTVB bug and are working with our OEM/ODM motherboard partners to roll out the patch as part of BIOS updates ahead of July

[29] https://www.guru3d.com/story/intel-addresses-instability-in-13th-and-14th-generation-k-sku-processors/
[30] Emphasis added.

19th, 2024. While this eTVB bug is potentially contributing to instability, it is not the root cause of the instability issue.

As Intel and its partners continue working towards a conclusion to the investigation, we want to make sure that all users are clear on the recommended Intel Default power delivery profile settings for Intel Core 13th and 14th Gen (K/KF/KS) desktop processors. Intel also recommends users check their motherboard vendor's website for the latest relevant BIOS updates:

Intel Recommendations: 'Intel Default Settings' Intel strongly recommends these values be applied as BIOS defaults.				
Parameter / Feature	Value			Notes
CEP (Current Excursion Protection)	Enable			
eTVB (Enhanced Thermal Velocity Boost)	Enable			
TVB (Thermal Velocity Boost)	Enable			
TVB Voltage Optimizations	Enable			
ICCMAX Unlimited Bit	Disable			
TjMAX Offset	0			
C-states (Including C1E)	Enable			All c-states should be enabled, including enhanced C-states (C1E)
Power Delivery Profiles: Core i5-13600K/KF, Core i5-14600K/KF				Intel recommends using the 'Performance' Power Delivery Profile if supported by the voltage regulator (VR) and motherboard design.
Parameter / Feature	Baseline*	Performance	Extreme	* Intel does not recommend Baseline power delivery profiles for 13th and 14th Gen K Sku processors unless required for compatibility
ICCMAX	175A	200A	N/A	Refer to 13th Generation Intel® Core™ and Intel® Core™ 14th Generation Processors datasheet: https://cdrdv2.intel.com/v1/dl/getContent/743844?explicitVersion=true PL1 = 125W is standard, PL1=181W is recommended for best performance.
ICCMAX_App	150A	170A		
Power Limit 1 (PL1)	125	181W (See Notes)		
Power Limit 2 (PL2)	143	181W		
Power Delivery Profiles: Core i7-13700K/KF, Core i7-14700K/KF				Intel recommends using the 'Performance' Power Delivery Profile if supported by the voltage regulator (VR) and motherboard design.
Parameter / Feature	Baseline*	Performance	Extreme	* Intel does not recommend Baseline power delivery profiles for 13th and 14th Gen K Sku processors unless required for compatibility
ICCMAX	249A	307A	N/A	Refer to 13th Generation Intel® Core™ and Intel® Core™ 14th Generation Processors datasheet: https://cdrdv2.intel.com/v1/dl/getContent/743844?explicitVersion=true PL1 = 125W is standard, PL1=253W is recommended for best performance.
ICCMAX_App	200A	245A		
Power Limit 1 (PL1)	125W	253W (See Notes)		
Power Limit 2 (PL2)	188W	253W		
Power Delivery Profiles: Core i9-13900K/KF, Core i9-14900K/KF				Intel recommends using the 'Extreme' Power Delivery Profile if supported by the voltage regulator (VR) and motherboard design.
Parameter / Feature	Baseline*	Performance	Extreme	* Intel does not recommend Baseline power delivery profiles for 13th and 14th Gen K Sku processors unless required for compatibility
ICCMAX	249A	307A	400A	ICCMAX must never exceed 400A Refer to 13th Generation Intel® Core™ and Intel® Core™ 14th Generation Processors datasheet: https://cdrdv2.intel.com/v1/dl/getContent/743844?explicitVersion=true PL1 = 125W is standard, PL1=253W is recommended for best performance.
ICCMAX_App	200A	245A	320A	
Power Limit 1 (PL1)	125W	253W (see notes)	253W	
Power Limit 2 (PL2)	188W	253W	253W	
Power Delivery Profiles: Core i9-13900KS, Core i9-14900KS				Intel recommends using the 'Extreme' Power Delivery Profile if supported by the voltage regulator (VR) and motherboard design.
Parameter / Feature	Baseline	Performance	Extreme	
ICCMAX	N/A	307A	400A	ICCMAX must never exceed 400A Refer to 13th Generation Intel® Core™ and Intel® Core™ 14th Generation Processors datasheet: https://cdrdv2.intel.com/v1/dl/getContent/743844?explicitVersion=true
ICCMAX_App		245A	320A	
Power Limit 1 (PL1)		253W	320W	
Power Limit 2 (PL2)		253W	320W	

These recommended Intel Default Settings are developed – based on extensive testing and validation - to ensure optimal stability and reliability for Intel Core 13th and 14th Gen (K/KF/KS) desktop processors. System performance is dependent on

> configuration and several other factors.
>
> And to be clear, users looking to overclock or utilize higher power delivery settings than recommended can still do so at their own risk as overclocking may void warranty or affect system health (you can learn more at www.intel.com/overclocking).
>
> Next Steps
>
> As we noted earlier, this investigation is not an easy one to conduct and we're grateful for both the support of our partners in conducting the analysis as well as the patience of the Intel community.
>
> In the interim, please reach out to Intel Customer Support if you have questions or concerns regarding your Intel Core 13th or 14th Gen (K/KF/KS) desktop processor.[31]

235. Intel continued to sell Raptor Lake processors with no change in its marketing materials or advertising.

236. On July 9, 2024, the developers of the PC game "Warframe" posted to their internet forum (forums.waframe.com) with the subject line "Instability on recent Intel Processors" The post read:

> While investigating crashes in Warframe we came across a particular series that were not crashing in our code (they were crashing in nvgpucomp64.dll, a component of Nvidia drivers). After aggregating hundreds of reports from helpful players we discovered a pattern: almost all were coming from systems with 13th and 14th generation Intel processors.[32]

237. On or about July 12, 2024, game developer Alderon Games Pty Ltd ("Alderon") posted a message from its founder on its website with a post entitled "Intel is selling defective 13-14th Gen CPUs." The post went on to read:

> My team at Alderon Games, working on the multiplayer dinosaur survival game Path of Titans, has been encountering significant problems with Intel CPU stability. These issues, including crashes, instability, and memory corruption, are confined to the 13th and 14th generation processors. Despite all released microcode, BIOS, and firmware updates, the problem remains unresolved.
>
> We have identified failures in five main areas:
>
> - End Customers: Thousands of crashes on Intel CPUs on 13th and 14th Gen

[31] https://community.intel.com/t5/Processors/June-2024-Guidance-regarding-Intel-Core-13th-and-14th-Gen-K-KF/m-p/1607807

[32] https://forums.warframe.com/topic/1405008-instability-on-recent-intel-processors/

CPUs in our crash reporting tools.

- Official Dedicated Game Servers: Experiencing constant crashes, taking entire servers down.
- Development Team: Developers using these CPUs face frequent instability while building and working on the game. It can also cause SSD and memory corruption.
- Game Server Providers: Hosting community servers with persistent crashing issues.
- Benchmarking Tools: Decompression and memory tests unrelated to Path of Titans also fail.

Over the last 3–4 months, we have observed that CPUs initially working well deteriorate over time, eventually failing. The failure rate we have observed from our own testing is nearly 100%, indicating it's only a matter of time before affected CPUs fail. This issue is gaining attention from news outlets and has been noted by Fortnite and RAD Game Tools, which powers decompression behind Unreal Engine.

Users are also receiving misleading error messages about running out of video driver memory, despite having sufficient memory.[33]

D. Intel Announces the Root Cause of the Issues with the Raptor Lake Processors

238. On July 22, 2024, at least twenty months after the first public reports of the issue in its processors had begun, and after selling hundreds of thousands of Raptor Lake Processors in the interim, Intel announced on its community forum that it had determined the cause of the instability issues:

> Based on extensive analysis of Intel Core 13th/14th Gen desktop processors returned to us due to instability issues, we have determined that elevated operating voltage is causing instability issues in some 13th/14th Gen desktop processors. Our analysis of returned processors confirms that the elevated operating voltage is stemming from a microcode algorithm resulting in incorrect voltage requests to the processor.
>
> Intel is delivering a microcode patch which addresses the root cause of exposure to elevated voltages. We are continuing validation to ensure that scenarios of instability reported to Intel regarding its Core 13th/14th Gen desktop processors are addressed. Intel is currently targeting mid-August for patch release to partners following full validation.
>
> Intel is committed to making sure all customers who have or are currently experiencing instability symptoms on their 13th and/or 14th Gen desktop

[33] https://alderongames.com/intel-crashes

processors are supported in the exchange process.

To help streamline the support process, Intel's guidance is as follows:

- For users who purchased 13th/14th Gen-powered desktop systems from OEM/System Integrator - please reach out to your system vendor's customer support team for further assistance.
- For users who purchased boxed 13th/14th Gen desktop processors - please reach out to Intel Customer Support for further assistance.
- For users who purchased tray 13th/14th Gen desktop processors - please reach out to your place of purchase for further assistance.[34]

239. Also on July 22, Tom's Hardware reported on Intel's announcement, but added critical information that Intel had not included in the public announcement, and which would impact every Intel Raptor Lake processor purchaser:

> The bug causes irreversible degradation of the impacted processors. We're told that the microcode patch will not repair processors already experiencing crashes, but it is expected to prevent issues on processors that aren't currently impacted by the issue. For now, it is unclear if CPUs exposed to excessive voltage have suffered from invisible degradation or damage that hasn't resulted in crashes yet but could lead to errors or crashes in the future.[35]

Intel has never disputed Tom's Hardware's claims.

240. Intel continued to sell Raptor Lake processors with no change in its marketing materials or advertising.

III. INTEL REFUSES TO RECALL RAPTOR LAKE PROCESSORS.

A. Intel Discloses the Scope of the Defect

241. On July 26, 2024, the website "The Verge" published Intel's Hannaford's responses to a series of questions the website propounded.[36] Hannaford confirmed to The Verge that Intel would not halt sales of its Raptor Like Processors or claw back inventory and confirmed that "[i]t will not do a recall, period."

242. For the first time, Hannaford disclosed that *all* "Intel Core 13th and 14th Generation

[34] https://community.intel.com/t5/Processors/July-2024-Update-on-Instability-Reports-on-Intel-Core-13th-and/m-p/1617113#M74792

[35] https://www.tomshardware.com/pc-components/cpus/intel-finally-announces-a-solution-for-cpu-crashing-errors-claims-elevated-voltages-are-the-root-cause-fix-coming-by-mid-august

[36] https://www.theverge.com/2024/7/26/24206529/intel-13th-14th-gen-crashing-instability-cpu-voltage-q-a

desktop processors with 65W or higher base power … could be affected by the elevated voltages issue." This meant that two dozen processor models were potentially affected by the Defect, and that the problem extended beyond Intel's top-tier enthusiast processors down to Intel's mainstream processors, which had been sold to ordinary business and personal desktop computer purchasers in the hundreds of thousands.

243. Hannaford reiterated to The Verge Intel's position that:

> Intel is confident that the microcode patch will be an effective preventative solution for processors already in service, though validation continues to ensure that scenarios of instability reported to Intel regarding its Core 13th/14th Gen desktop processors are addressed.
>
> Intel is investigating options to easily identify affected or at-risk processors on end user systems.

244. The Verge was careful to note that "[a]gain, if your CPU is already damaged, you need to get Intel to replace it, and if Intel won't do so, please let us know." The Verge's headline for the interview was "There is no fix for Intel's crashing 13th and 14th Gen CPUs — any damage is permanent."

245. Intel continued to sell Raptor Lake processors with no change in its marketing materials or advertising.

B. Intel Extends its Warranty on Box Processors

246. On August 1, 2024, Hannaford posted on the Intel Community forum that:[37]

> Intel is committed to making sure all customers who have or are currently experiencing instability symptoms on their 13th and/or 14th Gen desktop processors are supported in the exchange process. We stand behind our products, and in the coming days we will be sharing more details on two-year extended warranty support for our boxed Intel Core 13th and 14th Gen desktop processors.
>
> In the meantime, if you are currently or previously experienced instability symptoms on your Intel Core 13th/14th Gen desktop system:
>
> - For users who purchased systems from OEM/System Integrators – please reach out to your system manufacturer's support team for further assistance.
> - For users who purchased a boxed CPU – please reach out to Intel Customer

[37] https://community.intel.com/t5/Processors/Intel-Core-13th-14th-Gen-Boxed-Desktop-Processor-Warranty-Update/m-p/1620096

Support for further assistance.

Intel did not indicate that it would proactively contact purchasers to advise them of the potential damage to their processors. To date, Intel has *still not* proactively contacted purchasers to advise them of the potential damage to their processors.

247. On August 5, 2024, Hannaford posted the full details of Intel's warranty extension for its defective Raptor Lake processors:[38]

> Following Intel's earlier announcement regarding two (2) year warranty extension – from date of purchase, up to a maximum of five (5) years - on Intel Core 13th/14th desktop processors, please see below for additional details on the program.
>
> Intel Core 13th/14th Gen Desktop Boxed/Tray CPUs
>
> The following processors are covered by the warranty extension:

Processor Number	
13th Generation Intel® Core™	14th Generation Intel® Core™
i9-13900KS	i9-14900KS
i9-13900K	i9-14900K
i9-13900KF	i9-14900KF
i9-13900F	i9-14900F
i9-13900	i9-14900
i7-13700K	i7-14700K
i7-13700KF	i7-14700KF
i7-13790F	i7-14790F
i7-13700F	i7-14700F
i7-13700	i7-14700
i5-13600K	i5-14600K
i5-13600KF	i5-14600KF

> Warranty extension applies to new & previously purchased processors, if they are one of the Intel Core 13th/14th Gen SKUs listed above. This warranty coverage applies to all customers globally.
>
> Standard warranty process and terms apply – which you can review here: https://www.intel.com/content/www/us/en/support/articles/000024255/processors.html.
>
> For users who are or have previously experienced instability symptoms on their Intel Core 13th/14th Gen Desktop processors and need to initiate the exchange

[38] https://community.intel.com/t5/Processors/Additional-Warranty-Updates-on-Intel-Core-13th-14th-Gen-Desktop/m-p/1620853#M75727

process:

- Boxed Processors – please contact Intel Customer Support for further assistance.
- Tray Processors – please contact your place of purchase for further assistance.
- OEM/System Integrator Intel Core 13th/14th Gen-powered desktop system – please contact your system manufacturer for further assistance.

If customers have experienced these instability symptoms on their 13th and/or 14th Gen desktop processors but were unsuccessful in prior RMAs we ask that they reach out to Intel Customer Support for further assistance and remediation.

We appreciate your patience with this process and will continue to share updates relating to the Intel Core 13th/14th Gen desktop processor instability issue.

Again, Intel did not indicate that it would proactively contact purchasers to advise them of the potential damage to their processors, nor did it indicate what steps it would take, if any, to ensure that OEM/System Integrator customers would receive an exchange of their damaged processors, particularly if the OEM warranty had already expired.

248. On August 7, 2024, The Verge reached out to 15 leading OEM/System Integrators to inquire whether they would pass along Intel's warranty extension to their own customers. Most claimed they would do so, but Intel appears to have done nothing to ensure that the OEMs would honor their unenforceable promises of an informal warranty extension.[39]

249. Further, removal and replacement of a defective processor in a PC is likely beyond the technical ability of the average purchaser of an OEM pre-built PC, even assuming the warranty extension was honored.

250. Intel has not agreed to allow purchasers of OEM pre-built PCs with damaged Processors to obtain warranty replacement through Intel's own customer support.

251. Apart from the change in the duration of the warranty (with no explanation beyond that provided on its community forum) Intel continued to sell Raptor Lake processors with no change in its marketing materials or advertising.

[39] https://www.theverge.com/2024/8/7/24215440/intel-13th-14th-gen-crash-raptor-lake-integrator-warranty-lenovo-dell-hp-acer-asus

C. Intel Announces a Microcode Patch

252. On August 9, 2024, Intel announced it had begun distributing to its OEM/ODM partners "a new microcode patch (0x129) for its Intel Core 13th/14th Gen desktop processors which will address incorrect voltage requests to the processor that are causing elevated operating voltage."[40] Intel went on to explain that, "[t]his patch is being distributed via BIOS update and will not be available through operating system updates. Intel is working with its partners to ensure timely validation and rollout of the BIOS update for systems currently in service."

253. The procedure to update a PC's BIOS (called "Flashing" the BIOS") varies among motherboard manufacturers, but, in general, involves downloading a new BIOS firmware file, extracting the file to a USB drive, restarting the PC and accessing the BIOS settings menu during the PC's initial Power-On Self-Test ("POST") (i.e., before the operating system loads) and then installing the BIOS from the USB drive. There are settings and commands available in the BIOS menu that, if improperly configured or selected, can make the PC unable to load the operating system at startup or which will make the PC unstable.

254. In addition, an improper BIOS update due to user error or a bad data file can render the PC completely inoperable. For this reason, OEM PC makers and ODMs generally discourage customers from updating the BIOS unless absolutely necessary. For example, OEM motherboard manufacturer GIGA-BYTE Technology Co., Ltd. provides the following caution on the webpage to download BIOS update files for its Z790 AORUS ELITE X AX motherboard (a Raptor Lake compatible motherboard):

> **Warning:**
> Because BIOS flashing is potentially risky, if you do not encounter problems using the current version of BIOS, it is recommended that you not flash the BIOS. To flash the BIOS, do it with caution. Inadequate BIOS flashing may result in system malfunction.[41]

255. Further, because motherboard manufacturers write their own BIOS files and use

[40] https://community.intel.com/t5/Processors/Microcode-0x129-Update-for-Intel-Core-13th-and-14th-Gen-Desktop/m-p/1622129#M76014
[41] https://www.gigabyte.com/Motherboard/Z790-AORUS-ELITE-X-AX/support#support-dl-bios

their own BIOS settings, any new BIOS file, including one with Intel's new microcode patch, had to be validated by the manufacturers to ensure compatibility.

256. Because the patch limited the maximum operating voltage of Raptor Lake processors to 1.55V, testing showed that the patch resulted in lower performance. For example, PCMag.com tested post-patch CPU performance on both the Core i7-14700K and the Core i9-14900K and reported "reduction in performance,"[42] and "PC Guide "saw the performance of multi-core workloads take a big dip" and performance on one benchmark showed "close to a 25% performance loss."[43]

257. Intel continued to sell Raptor Lake processors with no change in its marketing materials or advertising.

D. Intel Confirms the Root Cause Diagnosis of the Defect and Announces the Last Microcode Patch

258. On September 25, 2024, Hannaford posted to the Intel Community Forum declaring that the root cause of the Defect (which it was now calling "Vmin Shift") had been diagnosed and confirmed.[44] The forum post provided that:

> Following extensive investigation of the Intel® Core™ 13th and 14th Gen desktop processor Vmin Shift Instability issue, Intel can now confirm the root cause diagnosis for the issue. This post will cover Intel's understanding of the root cause, as well as additional mitigations and next steps for Intel® Core™ 13th and 14th Gen desktop users.
>
> Vmin Shift Instability Root Cause
>
> Intel® has localized the Vmin Shift Instability issue to a clock tree circuit within the IA core which is particularly vulnerable to reliability aging under elevated voltage and temperature. Intel has observed these conditions can lead to a duty cycle shift of the clocks and observed system instability.
>
> Intel® has identified four (4) operating scenarios that can lead to Vmin shift in affected processors:

[42] https://www.pcmag.com/news/intels-raptor-lake-bug-patch-is-here-how-much-does-it-affect-performance
[43] https://www.pcguide.com/news/new-instability-patch-shaves-9000-points-off-cinebench-multi-core-score-in-14900k-tests/
[44] https://community.intel.com/t5/Blogs/Tech-Innovation/Client/Intel-Core-13th-and-14th-Gen-Desktop-Instability-Root-Cause/post/1633446#M40

1. Motherboard power delivery settings exceeding Intel power guidance.

a. Mitigation: Intel® Default Settings recommendations for Intel® Core™ 13th and 14th Gen desktop processors.

2. eTVB Microcode algorithm which was allowing Intel® Core™ 13th and 14th Gen i9 desktop processors to operate at higher performance states even at high temperatures.

a. Mitigation: microcode 0x125 (June 2024) addresses eTVB algorithm issue.

3. Microcode SVID algorithm requesting high voltages at a frequency and duration which can cause Vmin shift.

a. Mitigation: microcode 0x129 (August 2024) addresses high voltages requested by the processor.

4. Microcode and BIOS code requesting elevated core voltages which can cause Vmin shift especially during periods of idle and/or light activity.

a. Mitigation: Intel® is releasing microcode 0x12B, which encompasses 0x125 and 0x129 microcode updates, and addresses elevated voltage requests by the processor during idle and/or light activity periods.

Regarding the 0x12B update, Intel® is working with its partners to roll out the relevant BIOS update to the public.

Intel's internal testing comparing 0x12B microcode to 0x125 microcode – on Intel® Core™ i9-14900K with DDR5 5200MT/s memory1 - indicates performance impact is within run-to-run variation (i.e. Cinebench* R23, Speedometer*, WebXPRT4*, Crossmark*). For gaming workloads on Intel® Core™ i9-14900K with DDR5 5600MT/s memory2, performance is also within run-to-run variation (ie. Shadow of the Tomb Raider*, Cyberpunk* 2077, Hitman 3: Dartmoor*, Total War: Warhammer III – Mirrors of Madness*). However, system performance is dependent on configuration and several other factors.

Intel® reaffirms that both Intel® Core™ 13th and 14th Gen mobile processors and future client product families – including the codename Lunar Lake and Arrow Lake families - are unaffected by the Vmin Shift Instability issue. We appreciate our customers' patience throughout the investigation, as well as our partners' support in the analysis and relevant mitigations.

Next Steps

For all Intel® Core™ 13th/14th Gen desktop processor users: the 0x12B microcode update must be loaded via BIOS update and has been distributed to system and motherboard manufacturers to incorporate into their BIOS. Intel is working with its partners to encourage timely validation and rollout of the BIOS update for systems currently in service. This process may take several weeks.

Users can check their system/motherboard manufacturer's website and/or the Intel® Product Compatibility Tool to see the latest BIOS versions for their Intel® Core™ 13th and/or 14th Gen-powered desktop systems: https://compatibleproducts.intel.com/.

Processor: Intel® Core™ i9-14900K, Motherboard: Intel Raptor Lake Reference Board (M40919), Memory: 64GB DDR5 at 5200MT/s, Storage: ADATA* SU360, Graphics: Intel® UHD Graphics 770, Graphics Driver Version: 32.0.101.5768, Display Resolution: 1280x800, Operating System: Windows 11 Pro (version 26100.712).

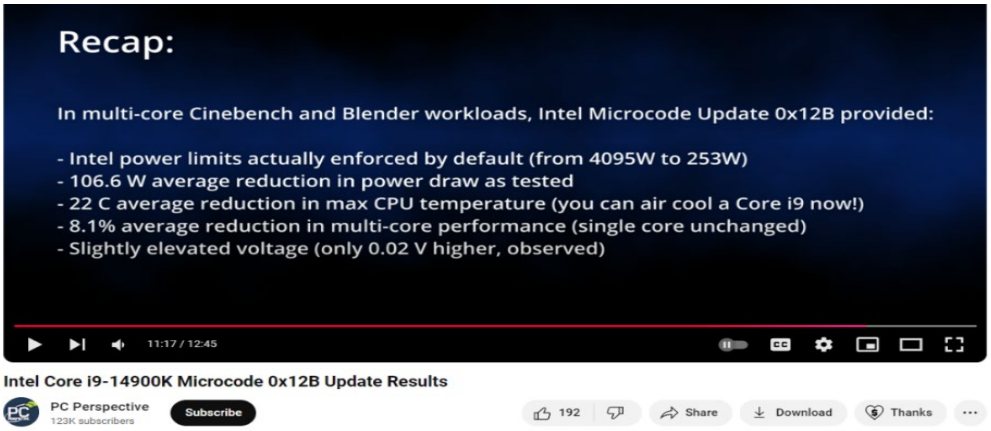
Processor: Intel® Core™ i9-14900K, Mat 5600rd: Intel Raptor Lake Reference Board (RVP SR19), Memory: 32GB DDR5 at 5600MT/s, Storage: Samsung* 990 Pro 1TB, Graphics: MSI* RTX 4090 Suprim X, Graphics Driver Version: NVIDIA* v555.99, Resolution: 1920x1080, Operating System: Windows 11 (version 22631.4169).

To date, no further BIOS updates have been released by Intel intended to address the Defect.

E. Tests on the Last Microcode Patch Reveal Decreased Performance

259. Intel represented the performance impact of the 0x12B update would be within run-to-run variation on synthetic apps used for PC performance testing. Run-to-run variation is where the performance difference is generally under the margin of error. But this representation compared *performance with an earlier 0x125 patch, when the later 0x129 patch had already been shown to result in decreased performance*.

260. One tester's results showed a performance decrease of as much as 6.5% after the newest 0x12B update was applied.[45]



261. Another YouTube tester on the PC Perspective channel ran a direct comparison between his performance with a processor running without latest microcode patches and then with

[45] https://wccftech.com/intel-14th-13th-gen-cpus-0x12b-microcode-bios-patch-performance/

the patch applied and found a performance decrease of 8.1%.[46]

262. Based on these results, and because the patch limited the maximum operating voltage, it is a reasonable assumption that the Raptor Lake Processors running the 0x12B update, and any subsequent update, perform below Intel's publicly available specifications for that specific model of Processor.

263. Intel continues to sell Raptor Lake processors with no change in its marketing materials or advertising.

F. Intel Refuses to Institute a Recall, Notify Members of the Proposed Classes of the Defect or Offer Fair Compensation

264. Intel still refuses to institute a recall of the Processors or to notify members of the proposed classes alleged herein of the Defect and their need to install the microcode patch to protect the Processors from permanent damage. As such, many members of the proposed classes continue to suffer from undiagnosed irreparably damaged Processors and do not know the damaged Processor is the cause of instability, PC crashes and video memory crashes. Members of the proposed classes have wasted hours attempting to self-diagnose their PC problems or communicating with technical support. Those who use their PCs for business purposes have incurred significant additional costs and lost valuable time and opportunities due to undiagnosed irreparably damaged Processors. Those members of the proposed classes who have not installed the microcode patch, either because they did not know to do so, or are unwilling to accept reduced performance, can expect to suffer permanent processor damage in the future.

IV. INTEL'S FRAUD

A. Intel's Omissions:

265. The following processors are hereafter referred to as the "**Class Processors**":

Intel i9-14900KS, i9-14900K, i9-14900KF, i9-14900F, i9-14900, i7-14700K, i7-14700KF, i7-14790F, i7-14700F, i7-14700, i5-14600K, i5-14600KF, i9-13900KS, i9-13900K, i9-13900KF, i9-13900F, i9-13900, i7-13700K, i7-13700KF, i7-13790F, i7-13700F, i7-13700, i5-13600K, and i5-13600KF.

[46] https://www.youtube.com/watch?v=fCTQLtaBJ9U

266. Intel fraudulently omitted to disclose material facts basic to both the purchase and warranty service concerning the Class Processors, including information concerning the Defect, in an effort to deceive members of the proposed classes as described in this Complaint. At the time of purchase, Intel fraudulently omitted to disclose material matters concerning the known Defect in the Class Processors, including the likelihood of permanent damage to the processors. Intel fraudulently concealed from Plaintiffs and members of the proposed classes the Defect in the Class Processors even though Intel knew or should have known that information concerning this Defect was material and central to the marketing and sale of the Class Processors to prospective purchasers, including Plaintiffs and members of the proposed classes.

267. Further, Intel made representations that the Class Processors were fit to be used as processors for desktop PCs and, indeed, offered superior performance to prior generations of Intel processors and current generations of competitor processors.

268. Intel's fraudulent omissions continue with regard to the 0x12B update whereby Intel claims its "internal testing comparing 0x12B microcode to 0x125 microcode – on Intel® Core™ i9-14900K with DDR5 5200MT/s memory1 - indicates performance impact is within run-to-run variation" when the microcode significantly decreases performance when installed in the Class Processors.

B. The Context of the Omissions and the Manner in which they Misled:

269. Material information was fraudulently concealed and/or actively suppressed in order to sell Class Processors to uninformed business purchasers and consumers (including Plaintiffs and members of the proposed classes) premised on affirmations and representations as described in this Complaint.

270. If Plaintiffs and members of the proposed classes had been informed of the defect in their Class Processors, they would not have purchased their processors or would have paid substantially less. If Plaintiffs and members of the proposed classes had been made aware of the Defect in their Class Processors and the attendant ramifications of their respective processors'

diminution in value, likelihood of permanent damage and decreased performance, they would not have purchased the Raptor Lake Processor since each class member believed they were purchasing processors without major defects and were not fully informed of true characteristics and attributes of Class Processors. If Plaintiffs and members of the proposed classes had been informed of the defect, they would have had their defective Class Processors replaced under warranty. Intel's conduct violated the consumer fraud statutes alleged here and deprived Plaintiffs and members of the proposed classes of their warranty remedy.

C. What Intel Obtained Through its Fraud:

271. Material information concerning Class Processors was concealed and/or actively suppressed to protect Intel's corporate profits from loss of sales, purchase refunds, warranty exchanges, adverse publicity and to limit brand disparagement. Members of the proposed classes believed they were obtaining processors having different attributes than those they purchased and were accordingly deprived of economic value and paid a price premium for their Class Processors. Intel had a uniform policy of not properly disclosing the Defect in Class Processor in order to promote sales and increase profits as described in this Complaint.

272. As a proximate and direct result of Intel's unfair and deceptive trade practices, Plaintiffs and members of the proposed classes purchased Class Processors and sustained an ascertainable loss, including but not limited to financial harm as described in this Complaint.

273. Class Processor owners do not possess the requisite technical skills in computer hardware engineering or the required sophisticated tools to discern the defects in their processors or the requisite technical skills to surmise the steps necessary to protect their Class Processors from irreparable damage.

274. Plaintiffs and members of the proposed classes did not discover and did not know of any facts that would have caused a reasonable person to suspect that Intel was concealing a latent defect and/or that the Class Processors incorporated a Defect that would likely cause permanent damage to their processors. The existence of the Defect and risk of permanent damage

to the processors was material to Plaintiffs and members of the proposed classes at all relevant times.

275. At all times, Intel is and was under a continuous duty to disclose to Plaintiffs and members of the proposed classes the true standard, quality and grade of the Class Processors and to disclose the Defect and potential risk of permanent damage to their processors.

276. Intel knowingly, actively, and affirmatively concealed the facts alleged in this Complaint including the Defect. Plaintiffs and members of the proposed classes reasonably relied on this knowing, active and affirmative concealment.

277. Intel fraudulently attributed the Defect to other factors and/or exculpating conditions for which they had no responsibility when, in reality, the Defect was due to Intel's manufacture, materials and/or workmanship defects.

278. Intel also fraudulently claimed its "internal testing comparing 0x12B microcode to 0x125 microcode – on Intel® Core™ i9-14900K with DDR5 5200MT/s memory1 - indicates performance impact is within run-to-run variation" when the microcode significantly decreases performance when installed in the Class Processors.

V. INTEL HAS ACTIVELY CONCEALED THE DEFECT

279. Despite its knowledge of the Defect in the Processors, Intel actively concealed the existence and nature of the defect from Plaintiffs and members of the proposed classes. Specifically, Intel failed to disclose or actively concealed at and after the time of purchase, or lease:

a. any and all known material defects or material nonconformity of the Processors, including the Defect;

b. that the Processors were not in good working order, were defective, and were not fit for their intended purposes; and

c. that the Processors were defective, despite the fact that Intel learned of such defects as early as January 2023.

280. As discussed above, Intel monitors discussions on online forums, and actively concealed the Defect, by denying the existence of a Defect, and blaming other PC components for

the problems the damaged Processors were causing.

281. Despite knowing of the existence of the Defect, Intel has refused to systematically inform members of the proposed classes that their Processors contain the Defect and therefore have a high probability of being permanently damaged. Had Intel been truthful with prospective customers about the existence of the Defect, customers could have made choices that were in their own best interests, including: 1) not purchasing the processor; or 2) purchasing the processor for less. However, members of the proposed classes were unable to make rational choices because Intel suppressed the information about the Defect.

VI. INTEL UNJUSTLY RETAINED SUBSTANTIAL BENEFITS

282. Intel unlawfully failed to disclose the Defect to induce Plaintiffs and other proposed Class Members to purchase their Processors.

283. Plaintiffs further allege that Intel thus engaged in deceptive acts or practices pertaining to all transactions involving the Processors.

284. As discussed above, therefore, Plaintiffs allege that Intel unlawfully induced them to purchase their respective Processors by concealing and/or omitting a material fact (the Defect) and that Plaintiffs would have paid less for the Processors, or not purchased them at all, had they known of the Defect.

285. Accordingly, Intel's ill-gotten gains, benefits accrued in the form of increased sales and profits resulting from the material concealment and omissions that did - and likely will continue to - deceive members of the proposed classes, should be disgorged.

VII. TOLLING OF STATUTES OF LIMITATIONS

286. Any applicable statute of limitations has been tolled by Intel's knowing and active concealment of the Defect and misrepresentations and omissions alleged herein. Through no fault or lack of diligence, Plaintiffs and members of the proposed classes were deceived regarding the Processors and could not reasonably discover the Defect or Intel's deception with respect to the Defect. Intel continued to publicly deny the existence and extent of the Defect.

287. Plaintiffs and members of the proposed classes did not discover and did not know of any facts that would have caused a reasonable person to suspect that Intel was concealing a defect, and/or the Processors contained the Defect, and the corresponding risk of permanent damage to the Processors. As alleged herein, the existence of the Defect was material to Plaintiffs and members of the proposed classes at all relevant times. Within the time period of any applicable statutes of limitations, Plaintiffs and members of the proposed classes could not have discovered through the exercise of reasonable diligence the existence of the Defect or that Intel was concealing the Defect.

288. At all times, Intel is and was under a continuous duty to disclose to Plaintiffs and members of the proposed classes the true standard, quality, and grade of the Processors and to disclose the Defect and corresponding risk due to its exclusive and superior knowledge of the existence and extent of the Defect in the Processors.

289. Intel knowingly, actively, and affirmatively concealed the facts alleged herein. Plaintiffs and members of the proposed classes reasonably relied on Intel's knowing, active, and affirmative concealment.

290. For these reasons, all applicable statutes of limitation have been tolled based on the discovery rule and Intel's fraudulent concealment, and Intel is estopped from relying on any statutes of limitations in defense of this action.

VIII. UNCONSCIONABILITY AND FAILURE OF ESSENTIAL PURPOSE OF THE INTEL BOX PROCESSOR WARRANTY

291. Intel knew or should have known of the Defect in its Class Processors prior to and at the time of sale of the Class Processors to Plaintiffs and members of the proposed classes, including from the numerous complaints posted on Intel's own forum sites and other industry-leading sites, as well as from the consumer complaints and warranty claims made directly to Intel.

292. Intel was in a superior position to know of, remedy, and disclose the Defect in its Class Processors to Plaintiffs and members of the proposed classes, who could not have known of the Defect at the time of purchase.

293. Plaintiffs and members of the proposed classes had no ability to negotiate the terms of the warranty, including the durational time limitation or disclaimers contained therein.

294. Plaintiffs and members of the proposed classes had no meaningful choice in the terms of the warranty, including the durational time limitation or disclaimers contained therein.

295. Plaintiffs and members of the proposed classes had no meaningful choice in choosing another brand of processor as any other reputable brand would likewise have warranties containing the same or similar terms and limitations.

296. There was a substantial disparity between the parties' bargaining power such that Plaintiffs and members of the proposed classes were unable to derive a substantial benefit from the warranty. A disparity existed because Intel was aware that the Class Processors were inherently defective, Plaintiffs and members of the proposed classes had no notice or ability to detect the Defect, and Intel knew Plaintiffs and members of the proposed classes had no notice or ability to detect the Defect. This disparity was increased by Intel's knowledge that failure to disclose the Defect would substantially limit the Class Processors' reliability and use.

297. Intel was also aware that when it claimed its "internal testing comparing 0x12B microcode to 0x125 microcode – on Intel® Core™ i9-14900K with DDR5 5200MT/s memory1 - indicates performance impact is within run-to-run variation", it was making a false and/or misleading representation because the microcode significantly decreases performance when installed in the Class Processors.

298. Plaintiffs and members of the proposed classes had no ability to discover the Defect at the time of sale.

299. To the extent Intel claims the erroneous "Microcode SVID algorithm" in the Class Processors is "software," under any of its applicable warranties and therefore only provided "AS IS," this language is grossly inadequate to protect Plaintiffs and members of the proposed classes from the Defect.

300. To the extent that Intel claims the erroneous "Microcode SVID algorithm" in the Class Processors is "errata," under any of its applicable warranties and therefore is not covered by

any of its applicable warranties, this language is grossly inadequate to protect Plaintiffs and members of the proposed classes from the Defect.

301. To the extent that Intel claims to have lawfully disclaimed any implied warranties under its any of its applicable warranties with respect to the Defect in the Class Processors, this language is grossly inadequate to protect Plaintiffs and members of the proposed classes from the Defect.

302. To the extent that Intel claims to have lawfully disclaimed responsibility for any direct, special, incidental, or consequential damages under any of its applicable warranties with respect to the Defect in the Class Processors, this language is grossly inadequate to protect Plaintiffs and members of the proposed classes from the Defect.

303. Intel sold the Class Processors with knowledge of the Defect and of the fact that it may not manifest until months after the sale.

304. Intel sold the Class Processors with knowledge of the Defect and of the fact that the Class Processors would fail well before the expiration of their useful lives.

305. Intel sold the Class Processors knowing that they were not capable of being repaired or replaced with non-defective Processors until August 2024, at the earliest.

306. Intel sold the Class Processors knowing that its claim that its "internal testing comparing 0x12B microcode to 0x125 microcode – on Intel® Core™ i9-14900K with DDR5 5200MT/s memory1 - indicates performance impact is within run-to-run variation" was false because the microcode significantly decreases performance when installed in the Class Processors.

307. Plaintiffs and members of the proposed classes would have negotiated better terms in the purchase of their Class Processors and warranties had they been aware of the Defect.

308. The terms of the warranty unreasonably favor Intel over Plaintiffs and members of the proposed classes.

309. In addition, the warranty fails of its essential purpose in that Intel is unable to repair the Defect because it was only able to replace Class Processors with identical, equally defective Class Processors. Many of the named Plaintiffs herein have had multiple Class Processors fail,

including replacement Processors provided directly by Intel through its RMA process. To the extent that Intel offered to replace, or did replace, the defective Class Processors, the warranty of replacement fails in its essential purpose given it is insufficient to make Plaintiffs and members of the proposed classes whole because the warranty covering the Class Processors gives Intel the option to replace the Class Processors with identical, equally defective Class Processors. Specifically, in its course of business, when Intel opted to provide a replacement Processor to complaining purchasers, the replacement Processor likewise contained the Defect, resulting in the same risks of failure to the owners, and the same or similar damage can occur to the replacement Class Processors. Further, Intel knew its representation that its "internal testing comparing 0x12B microcode to 0x125 microcode – on Intel® Core™ i9-14900K with DDR5 5200MT/s memory1 - indicates performance impact is within run-to-run variation" was false because the microcode significantly decreases performance when installed in the Class Processors.

310. Accordingly, recovery by Plaintiffs and members of the proposed classes is not restricted to the promises in any written warranties, and they seek all remedies that may be allowed.

IX. THE EXTENSION OF ANY INTEL PROCESSOR WARRANTIES IS AN INADEQUATE REMEDY

311. Intel's extension of any warranties on the Class Processors is a grossly inadequate remedy.

312. PCs are extremely complex systems with multiple points of potential hardware and software conflicts and failures. Class Processors damaged by the Defect will suffer stability issues, freezes and crashes that can have dozens of other causes in a PC. Accurate diagnosis of the resulting Class Processor damage would be challenging for trained professionals, without knowledge of the Defect, sourcing the problem to damaged Class Processors is almost impossible for Plaintiffs and members of the proposed classes.

313. Hundreds of thousands of members of the proposed classes are unaware of the Defect and risk permanent damage to their Class Processors. Further, on information and belief, tens of thousands of Class Processors have already been permanently damaged as a result of the

Defect, but members of the proposed classes have not diagnosed the damaged Class Processors as the source of their PC stability issues causing the operating system and running applications to freeze or crash while performing routine computer tasks.

314. Because Intel has not taken reasonable measures to alert Plaintiffs and members of the proposed classes of the Defect, Plaintiffs and members of the proposed classes have suffered significant down time when they have been unable to use their PCs due to PC stability issues causing the operating system and running applications to freeze or crash while performing routine computer tasks. In many cases, members of the proposed classes may have incurred the expense of professional PC diagnosis and repair as a result of the Defect, Box Processor Business Plaintiffs may have incurred the expense of supporting equipment they sold to their own customers that contained the Class Processors which became permanently damaged as a result of the Defect.

315. Because Intel has not taken reasonable measures to alert Plaintiffs and members of the proposed classes of the Defect, members of the proposed classes cannot accurately diagnose that their Class Processors are permanently damaged. Those members of the proposed classes will be unable to exercise their rights under any Intel warranty regardless of the warranty length because they will not know their Class Processors are damaged. Intel has been selling the Class Processors since November 2022. Even with the warranty extension, some members of the proposed classes already have less time than the original Box Processor Warranty provided to make their claims.

316. Because Intel has not taken reasonable measures to alert Plaintiffs and members of the proposed classes of the Defect, the majority of members of the proposed classes will never update their BIOS after purchase, risking permanent damage to their Class Processors that they will not know is the source of their PC stability issues causing the operating system and running applications to freeze or crash while performing routine computer tasks.

317. On information and belief, the vast majority of PC purchasers do not ever update their BIOS because they lack the technical expertise to do so and/or they are dissuaded by the warnings their Motherboard ODMs provide regarding the risks of BIOS flashing as described

supra. Intel has abandoned those members of the proposed classes to suffer permanent damage to their Class Processors from a Defect Intel admits it has known about since February 2024, at the latest, and which Intel knows members of the proposed classes may be unable to diagnose in time to exercise their warranty rights.

318. Further, the Class Processors Intel is providing as replacements for damaged Class Processors under warranty may still contain the Defect. Several Plaintiffs herein have gone through repeated warranty exchanges due to damaged Class Processors, indicating that Class Processors with the Defect are still in Intel's and authorized Third-Party retailers' inventory and Intel has done nothing to remove them.

319. Further, the 0x12B microcode update Intel released to protect the Class Processors from damage reduces processor performance when installed in the Class Processors as described *supra*. Regardless of warranty duration, Class Processors that deliver less performance are not being adequately repaired or replaced under warranty.

320. Further, as described *supra*, Plaintiffs and members of the proposed classes would not have bought the Class Processors had they known of the Defect and the resulting damage they would suffer as a result. A warranty extension does nothing to address those damages or make Plaintiffs and members of the proposed classes whole.

CLASS ACTION ALLEGATIONS

321. Box Processor Consumer Plaintiffs and the Box Processor Business Plaintiff initiate this proposed action pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2) and 23(b)(3) on behalf of themselves and on behalf of the following national class (or any other class and/or subclass authorized by the court) defined as follows:

> All persons or entities that purchased an Intel i9-14900KS, i9-14900K, i9-14900KF, i9-14900F, i9-14900, i7-14700K, i7-14700KF, i7-14790F, i7-14700F, i7-14700, i5-14600K, i5-14600KF, i9-13900KS, i9-13900K, i9-13900KF, i9-13900F, i9-13900, i7-13700K, i7-13700KF, i7-13790F, i7-13700F, i7-13700, i5-13600K, and i5-13600KF, from an Intel-authorized third-party reseller or directly from Intel within the United States, or for delivery within the United States (hereinafter the "Box and Tray Processor Class");

322. Box Processor Consumer Plaintiffs initiate this proposed action pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2) and 23(b)(3) on behalf of themselves and on behalf of the following national Subclass (or any other class and/or subclass authorized by the court) defined as follows:

> All persons that purchased an i9-14900KS, i9-14900K, i9-14900KF, i9-14900F, i9-14900, i7-14700K, i7-14700KF, i7-14790F, i7-14700F, i7-14700, i5-14600K, i5-14600KF, i9-13900KS, i9-13900K, i9-13900KF, i9-13900F, i9-13900, i7-13700K, i7-13700KF, i7-13790F, i7-13700F, i7-13700, i5-13600K, and i5-13600KF, from an Intel-authorized third-party reseller within the United States, or for delivery within the United States primarily for personal, family or household purposes (hereinafter the "Box Processor Consumer Subclass").

323. Plaintiff Albro initiates this proposed action pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2) and 23(b)(3) on behalf of himself and on behalf of the following Indiana Subclass (or any other class and/or subclass authorized by the court) defined as follows:

> All persons or entities that purchased an Intel i9-14900KS, i9-14900K, i9-14900KF, i9-14900F, i9-14900, i7-14700K, i7-14700KF, i7-14790F, i7-14700F, i7-14700, i5-14600K, i5-14600KF, i9-13900KS, i9-13900K, i9-13900KF, i9-13900F, i9-13900, i7-13700K, i7-13700KF, i7-13790F, i7-13700F, i7-13700, i5-13600K, and i5-13600KF, from an Intel-authorized third-party or directly from Intel within the state of Indiana or for delivery within the state of Indiana (hereinafter the "Indiana Box and Tray Processor Subclass").

324. Plaintiffs Brown and Vanvalkenburgh initiate this proposed action pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2) and 23(b)(3) on behalf of themselves and on behalf of the following New York Subclass (or any other class and/or subclass authorized by the court) defined as follows:

> All persons that purchased an Intel i9-14900KS, i9-14900K, i9-14900KF, i9-14900F, i9-14900, i7-14700K, i7-14700KF, i7-14790F, i7-14700F, i7-14700, i5-14600K, i5-14600KF, i9-13900KS, i9-13900K, i9-13900KF, i9-13900F, i9-13900, i7-13700K, i7-13700KF, i7-13790F, i7-13700F, i7-13700, i5-13600K, and i5-13600KF, from an Intel-authorized third-party or directly from Intel within the state of New York or for delivery within the state of New York primarily for personal, family or household purposes (hereinafter the "New York Box Processor Consumer Subclass").

325. Plaintiffs the Cadys initiate this proposed action pursuant to Federal Rules of Civil

Procedure 23(a), 23(b)(2) and 23(b)(3) on behalf of themselves and on behalf of the following Washington Subclass (or any other class and/or subclass authorized by the court) defined as follows:

> All persons or entities that purchased an Intel i9-14900KS, i9-14900K, i9-14900KF, i9-14900F, i9-14900, i7-14700K, i7-14700KF, i7-14790F, i7-14700F, i7-14700, i5-14600K, i5-14600KF, i9-13900KS, i9-13900K, i9-13900KF, i9-13900F, i9-13900, i7-13700K, i7-13700KF, i7-13790F, i7-13700F, i7-13700, i5-13600K, and i5-13600KF, from an Intel-authorized third-party or directly from Intel within the state of Washington or for delivery within the state of Washington (hereinafter the "Washington Box and Tray Processor Subclass").

326. Plaintiff Charlton initiates this proposed action pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2) and 23(b)(3) on behalf of himself and on behalf of the following Florida Subclass (or any other class and/or subclass authorized by the court) defined as follows:

> All persons that purchased an Intel i9-14900KS, i9-14900K, i9-14900KF, i9-14900F, i9-14900, i7-14700K, i7-14700KF, i7-14790F, i7-14700F, i7-14700, i5-14600K, i5-14600KF, i9-13900KS, i9-13900K, i9-13900KF, i9-13900F, i9-13900, i7-13700K, i7-13700KF, i7-13790F, i7-13700F, i7-13700, i5-13600K, and i5-13600KF, from an Intel-authorized third-party or directly from Intel within the state of Florida or for delivery within the state of Florida primarily for personal, family or household purposes (hereinafter the "Florida Box Processor Consumer Subclass").

327. Plaintiff Lipinski initiates this proposed action pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2) and 23(b)(3) on behalf of himself and on behalf of the following New Jersey Subclass (or any other class and/or subclass authorized by the court) defined as follows:

> All persons or entities that purchased an Intel i9-14900KS, i9-14900K, i9-14900KF, i9-14900F, i9-14900, i7-14700K, i7-14700KF, i7-14790F, i7-14700F, i7-14700, i5-14600K, i5-14600KF, i9-13900KS, i9-13900K, i9-13900KF, i9-13900F, i9-13900, i7-13700K, i7-13700KF, i7-13790F, i7-13700F, i7-13700, i5-13600K, and i5-13600KF, from an Intel-authorized third-party or directly from Intel within the state of New Jersey or for delivery within the state of New Jersey (hereinafter the "New Jersey Box and Tray Processor Subclass").

328. Plaintiff Sayre initiates this proposed action pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2) and 23(b)(3) on behalf of himself and on behalf of the following Illinois Subclass (or any other class and/or subclass authorized by the court) defined as follows:

> All persons or entities that purchased or contracted for the purchase of an Intel i9-

> 14900KS, i9-14900K, i9-14900KF, i9-14900F, i9-14900, i7-14700K, i7-14700KF, i7-14790F, i7-14700F, i7-14700, i5-14600K, i5-14600KF, i9-13900KS, i9-13900K, i9-13900KF, i9-13900F, i9-13900, i7-13700K, i7-13700KF, i7-13790F, i7-13700F, i7-13700, i5-13600K, and i5-13600KF, from an Intel-authorized third-party or directly from Intel within the state of Illinois or for delivery within the state of Illinois not for resale in the ordinary course of their trade or business (hereinafter the "Illinois Box and Tray Processor Subclass").

329. Plaintiff Wolven initiates this proposed action pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2) and 23(b)(3) on behalf of himself and on behalf of the following Idaho Subclass (or any other class and/or subclass authorized by the court) defined as follows:

> All persons or entities that purchased an Intel i9-14900KS, i9-14900K, i9-14900KF, i9-14900F, i9-14900, i7-14700K, i7-14700KF, i7-14790F, i7-14700F, i7-14700, i5-14600K, i5-14600KF, i9-13900KS, i9-13900K, i9-13900KF, i9-13900F, i9-13900of Idaho0K, i7-13700KF, i7-13790F, i7-13700F, i7-13700, i5-13600K, and i5-13600KF, from an Intel-authorized third-party or directly from Intel within the state of Idaho or for delivery within the state of Idaho (hereinafter the "Idaho Box and Tray Processor Subclass").

330. Plaintiffs Theatrical and Allen initiate this proposed action pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2) and 23(b)(3) on behalf of themselves and on behalf of the following California Subclass (or any other class and/or subclass authorized by the court) defined as follows:

> All persons or entities that purchased an Intel i9-14900KS, i9-14900K, i9-14900KF, i9-14900F, i9-14900, i7-14700K, i7-14700KF, i7-14790F, i7-14700F, i7-14700, i5-14600K, i5-14600KF, i9-13900KS, i9-13900K, i9-13900KF, i9-13900F, i9-13900, i7-13700K, i7-13700KF, i7-13790F, i7-13700F, i7-13700, i5-13600K, and i5-13600KF, from an Intel-authorized third-party or directly from Intel within the state of California or for delivery within the state of California (hereinafter the "California Box and Tray Processor Subclass")

Additionally, Plaintiff Allen initiates this proposed action pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2) and 23(b)(3) on behalf of himself and on behalf of the following California Subclass (or any other class and/or subclass authorized by the court) defined as follows:

> All persons or entities that purchased an Intel i9-14900KS, i9-14900K, i9-14900KF, i9-14900F, i9-14900, i7-14700K, i7-14700KF, i7-14790F, i7-14700F, i7-14700, i5-14600K, i5-14600KF, i9-13900KS, i9-13900K, i9-13900KF, i9-13900F, i9-13900, i7-13700K, i7-13700KF, i7-13790F, i7-13700F, i7-13700, i5-13600K, and i5-13600KF, from an Intel-authorized third-party or directly from Intel within the state of California or for delivery

within the state of California primarily for personal, family or household purposes (hereinafter the "California Box Processor Consumer Subclass").

331. Plaintiff Russell initiates this proposed action pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2) and 23(b)(3) on behalf of herself and on behalf of the following Missouri Class and Subclass (or any other class and/or subclass authorized by the court) defined as follows:

> All persons or entities that purchased or leased a pre-built desktop personal computer containing an Intel i9-14900KS, i9-14900K, i9-14900KF, i9-14900F, i9-14900, i7-14700K, i7-14700KF, i7-14790F, i7-14700F, i7-14700, i5-14600K, i5-14600KF, i9-13900KS, i9-13900K, i9-13900KF, i9-13900F, i9-13900, i7-13700K, i7-13700KF, i7-13790F, i7-13700F, i7-13700, i5-13600K, and i5-13600KF, within the state of Missouri or for delivery within the state of Missouri (hereinafter the "Missouri OEM Processor Class")

and a subclass consisting of:

> All persons that purchased or leased a pre-built desktop personal computer containing an Intel i9-14900KS, i9-14900K, i9-14900KF, i9-14900F, i9-14900, i7-14700K, i7-14700KF, i7-14790F, i7-14700F, i7-14700, i5-14600K, i5-14600KF, i9-13900KS, i9-13900K, i9-13900KF, i9-13900F, i9-13900, i7-13700K, i7-13700KF, i7-13790F, i7-13700F, i7-13700, i5-13600K, and i5-13600KF, within the state of Missouri or for delivery within the state of Missouri for personal, family or household purposes (hereinafter the "Missouri OEM Processor Consumer Subclass").

332. Plaintiff Gilbert initiates this proposed action pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2) and 23(b)(3) on behalf of himself and on behalf of the following Texas Subclass (or any other class and/or subclass authorized by the court) defined as follows:

> All persons or entities that purchased an Intel i9-14900KS, i9-14900K, i9-14900KF, i9-14900F, i9-14900, i7-14700K, i7-14700KF, i7-14790F, i7-14700F, i7-14700, i5-14600K, i5-14600KF, i9-13900KS, i9-13900K, i9-13900KF, i9-13900F, i9-13900of Idaho0K, i7-13700KF, i7-13790F, i7-13700F, i7-13700, i5-13600K, and i5-13600KF, from an Intel-authorized third-party or directly from Intel within the state of Texas or for delivery within the state of Texas (hereinafter the "Texas Box and Tray Processor Subclass").

333. Excluded from the Classes are Intel and its subsidiaries and corporate affiliates, officers, directors, employees, assigns, and successors, the court, court staff, Intel's counsel, and all respective immediate family members of the excluded entities described above. Plaintiffs

reserve the right to revise the definitions of the proposed class definitions based upon subsequently discovered information and reserve the right to establish additional subclasses where appropriate.

Numerosity of the Class: Federal Rule of Civil Procedure 23(a)(1)

334. The proposed class members are so numerous that individual joinder of all potential members is impracticable under Federal Rules of Civil Procedure 19 or 20. It is estimated there are in excess of 300,000 Class Processors purchased within the United States. Additional information concerning Class Processors will be obtained through discovery from Intel.

Existence of Common Questions of Law and Fact: Federal Rule of Civil Procedures 23(a)(2) and 23(b)(3)

335. Common questions of law and fact exist as to all members of the proposed classes and predominate over any issues solely affecting individual members. The common and predominating questions of law and fact include, but are not limited to:

a) Whether there is or was a defect in the Class Processors;

b) Whether the Class Processors contain or contained a defect in material, manufacturing and/or workmanship;

c) Whether the defect presents a risk of permanent damage to the Class Processors;

d) Whether Intel knew or should have known that the Class Processors were defective;

e) Whether Intel had a duty to disclose the Defect and/or that the Defect presents or presented a risk of damage to the Class Processors;

f) Whether Intel intentionally and knowingly falsely misrepresented, concealed, suppressed and/or omitted material facts regarding the Defect in the Class Processors;

g) Whether Intel negligently or falsely misrepresented or omitted material facts concerning the Defect at the time of purchase;

h) Whether Intel made material misrepresentations and/or omissions concerning the standard, quality or grade of Class Processors;

i) Whether Intel breached its express warranties (including but not limited its "Boxed

Processors Limited Warranty") in that Class Processors were defective with respect to their design and manufacture, including workmanship and materials;

j) Whether members of the proposed classes would have paid less for a Class Processor had Intel, at the time of purchase, disclosed the Defect;

k) Whether members of the proposed classes would have purchased a Class Processor had Intel, at the time of purchase, disclosed that the only way to avoid likely catastrophic and permanent damage to the Class Processors, was to install a microcode patch that would reduce performance when compared to unpatched Class Processors;

l) Whether members of the proposed classes would have had their CPUs replaced if Intel had disclosed, prior to the expiration of all relevant warranty periods, the Defect;

m) Whether Intel actively concealed or omitted material facts from Plaintiffs and members of the proposed classes in order to, *inter alia,* sell more Class Processors and/or transfer the costs associated with replacement to Plaintiffs and the class;

n) Whether Intel committed unfair and deceptive business act practices by failing to inform owners of Class Processors prior to purchase and/or during the post-sale express warranty period that the Class Processors contained a Defect and would fail shortly after the applicable OEM Manufacturer warranty periods;

o) Whether Intel's purported warranty limitations and/or disclaimers are unconscionable;

p) Whether Intel violated the Delaware Consumer Fraud Act, 6 Del. Code §§ 2511, *et seq.*;

q) Whether Intel violated the Indiana Deceptive Consumer Sales Act, IC 24-5, *et seq.*;

r) Whether Intel violated the New York Deceptive Acts and Practices Act, N.Y. Gen. Bus. Law § 349;

s) Whether Intel violated the New York False Advertising Act, N.Y. Gen. Bus. Law §

350;

t) Whether Intel violated the Washington Consumer Protection Act, Wash. Rev. Code Ann. § 19.86.010, *et seq*.;

u) Whether Intel violated the New Jersey Consumer Fraud Ac, N.J. Stat. Ann. § 56:8-1, *et seq.*;

v) Whether Intel violated Illinois's Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq*.;

w) Whether Intel violated the Idaho Consumer Protection Act, Idaho Code Ann. §§ 48-601, *et seq*.;

x) Whether Intel violated the California Unfair Competition Law, Cal. Bus. & Prof. Code §17200, *et seq.*;

y) Whether Intel breached the implied warranty of merchantability under Cal. Com. Code § 2314;

z) Whether Intel violated California's False Advertising Law (Cal. Bus. & Prof. Code § 17500, *et seq*.;

aa) Whether Intel violated the California Consumer's Legal Remedies Act ("CLRA") under Cal Civ. Code §§ 1750, *et seq.*;

bb) Whether Intel violated the California Song-Beverly Warranty Act under Cal. Civ. Code § 1790, *et seq*.;

cc) Whether Intel violated the Missouri Merchandising Practices Act under Mo. Rev. Stat. §§ 407.010, *et seq*.;

dd) Whether Intel breached the implied warranty of merchantability under Tex. Bus. & Com. Code Ann. § 2.314;

ee) Whether Intel violated Texas's Deceptive Trade Practices Act under Tex. Bus. & Com. Code Ann. §§ 17.41 *et seq*.;

ff) Whether Intel violated the Magnuson-Moss Warranty Act under 15 U.S.C. §§ 2301, *et seq*.;

gg) Whether Intel committed fraud by omission;

hh) Whether Intel committed fraud by misrepresentation; and

ii) Whether Intel was unjustly enriched.

Typicality of Claims or Defenses: Federal Rule of Civil Procedure 23(a)(3)

336. Plaintiffs' claims and defenses are typical of the claims and defenses of the class (and subclass(es)) Plaintiffs seek to represent. Class claims arise out of ownership of Class Processors as defined *supra*. Plaintiffs and the proposed classes sustained damages arising out of the same unlawful actions and conduct by Intel as described herein. Intel has no claims or defenses unique to Plaintiffs or different from the proposed members of the proposed classes.

Adequate Representation: Federal Rule of Civil Procedure 23(a)(4)

337. Plaintiffs have no conflicting interests with any other proposed class member. The claims of Plaintiffs and members of the proposed class are so interrelated that the interests of members of the proposed class will be fairly and adequately protected in their absence.

338. Plaintiffs are willing and prepared to serve the proposed classes in a representative capacity with all of the obligations and duties material thereto. Plaintiffs will fairly and adequately protect the interests of the proposed class and have no interests adverse to or in conflict with the interests of the other members of the class.

339. Plaintiffs' interests are co-extensive with and are not antagonistic to those of absent class members. Plaintiffs will undertake to represent and protect the interests of absent class members and will vigorously prosecute this action. Plaintiffs have engaged the services of the undersigned counsel. Plaintiffs' counsel is experienced in complex litigation, will adequately prosecute this action, and will assert and protect the rights of, and otherwise represent Plaintiffs and absent members of the proposed classes.

Superiority of a Class Action and Predominance of Common Questions: Federal Rule of Civil Procedure 23(b)(3)

340. A class action is superior to all other available methods for the fair and efficient

adjudication of this controversy. Plaintiffs know of no difficulty to be encountered in the management of this litigation that would preclude its maintenance as a class action.

341. Maintenance of a class action in one court is the most economical procedural device to litigate the Class Processors claims for Class Processor owners. Prosecution of separate actions by individual members of the proposed class could create risk of inconsistent or varying adjudications with respect to individual members of the class which would establish incompatible standards of conduct for the party opposing the proposed class(es) as recognized by Federal Rule of Civil Procedure 23(b)(1)(A).

342. Prosecution of separate actions by individual members of the class could create risk of adjudications with respect to individual members of the class which would, as a practical matter, be dispositive of the interests of the other members of the class who are not parties to the adjudications or substantially impair or impede their ability to protect their interests as recognized by Federal Rule of Civil Procedure 23(b)(1)(B).

343. Class action status is warranted under Federal Rule of Civil Procedure 23(b)(3) because questions of law and fact common to members of the class predominate over any questions affecting any individual members and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

344. The class may also be certified under Rule 23(b)(2) because Intel has acted on grounds generally applicable to the class, thereby making it appropriate to award final injunctive relief or corresponding declaratory relief with respect to the class.

345. There is a substantial likelihood that Intel will oppose this class action and will further act or refuse to act on grounds generally applicable to the classes, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole impractical as recognized by Federal Rule of Civil Procedure 23(b)(2).

346. The interest of members within the classes in individually controlling the prosecution of separate actions is theoretical and not practical. The classes have a high degree of similarity and are cohesive, and Plaintiffs anticipate no difficulty in the management of this matter

as a class action.

347. The nature of notice to the proposed class is contemplated to be by direct mail and/or email upon certification or if such notice is not practicable, by the best notice practicable under the circumstance including, *inter alia*, publication in major newspapers and/or on the internet.

CLAIMS FOR RELIEF

COUNT I

Breach Of Express Warranty

(6 Del. C. § 2-313)

(On Behalf of The Box Processor Consumer Plaintiffs, The Box Processor Business Plaintiff and The Box and Tray Processor Class)

348. Box Processor Consumer Plaintiffs and the Box Processor Business Plaintiff (hereafter, collectively, the "Box Processor Plaintiffs") incorporate and re-allege each preceding paragraph as though fully set forth here.

349. Box Processor Plaintiffs assert this count on behalf of themselves and on behalf of the Box and Tray Processor Class.

350. Intel provided the Box Processor Plaintiffs and other members of the Box and Tray Processor Class with one or more express warranties. For illustrative purposes, Intel provided a Limited Warranty for Box Processors which warrants, "the Product will materially conform to Intel's publicly available specifications, and if the Product is properly used and installed, it will be free from material defects in material and workmanship for 3 years from the purchase date."[47] Under express warranties provided to members of the class, Intel promised to repair or replace defective Class Processors at no cost to owners of the Class Processors.

351. Such representations formed the basis of the bargain in Box Processor Plaintiff's and members of the Box and Tray Processor Class's decisions to purchase the Class Processors.

352. Intel also marketed the Class Processors as high quality and reliable and that Intel

[47] Later extended to 5 years as alleged *supra*.

would stand behind the quality of its products and promptly repair or replace any defective processors. These statements helped conceal from the Box Processor Plaintiffs and other members of the Box and Tray Processor Class the existence of the Defect in Class Processors and its corresponding likelihood of permanent damage to the Class Processors in order to shift the expense of replacement to Box Processor Plaintiffs and other members of the Box and Tray Processor Class.

353. The Limited Warranty for Box Processors "for the USA" provides that "the applicable law will be the state of Delaware."

354. The Box and Tray Processor Class is a national class.

355. Under Delaware law, any affirmation, including those contained in Intel's warranties claiming, "the Product will materially conform to Intel's publicly available specifications, and if the Product is properly used and installed, it will be free from material defects in material and workmanship," once made, is part of the agreement unless there is clear affirmative proof that the affirmation has been taken out of the agreement. Del. Code Ann. tit. 6, § 2-313. Consequently, the express warranty and other materials given to the Box Processor Plaintiffs and members of the Box and Tray Processor Class at the time of delivery may be part of the basis of the bargain, even if such materials technically were delivered after the Box Processor Plaintiffs and other members of the Box and Tray Processor Class paid the purchase price.

356. Under the express warranties provided to the Box Processor Plaintiffs and other members of the Box and Tray Processor Class, Intel promised to repair or replace covered components arising out of defects in materials and/or workmanship, including the Defect in Class Processors, at no cost to owners of Class Processors and within a reasonable time. As alleged in this Complaint, Intel breached its express warranties.

357. Intel's express warranties formed the basis of the bargain that was reached when the Box Processor Plaintiffs and other members of the Box and Tray Processor Class purchased their respective Class Processors. Given the latent nature of the Defect in Class Processors, Intel knew or should have known that Class Processor damage would occur outside of the warranty periods.

358. Box Processor Plaintiffs and other members of the Box and Tray Processor Class experienced the Defect in Class Processors within the warranty periods but had no knowledge of the existence of the Defect in Class Processors and the associated risk of permanent damage to their Class Processors, which was known and concealed by Intel. Despite the existence of the express warranties, Intel failed to adequately inform the Box Processor Plaintiffs, and other members of the Box and Tray Processor Class, that Class Processors incorporated the Defect, and failed to provide a suitable repair or replacement free of charge within a reasonable time.

359. Intel has not suitably repaired or replaced the defective Class Processors free of charge for the Box Processor Plaintiffs and other members of the Box and Tray Processor Class by releasing the 0x12B microcode update to protect the Class Processors from damage, because, as described *supra*, the update reduces processor performance when installed in the Class Processors.

360. Intel further breached its express warranties by selling Class Processors it knew were defective.

361. Class Processors did not materially conform to Intel's publicly available specifications and were not free from material defects in material and workmanship as warranted.

362. Any negation or limitation of Intel's warranty is inoperative to the extent that such construction is unreasonable in the context of the hidden defect in the Class Processors and Intel's misrepresentations with regard to the Defect. Del. Code Ann. tit. 6, § 2-316.

363. Intel was provided with notice of the Defect in Class Processors by numerous complaints made to it as described herein and through its own testing. Affording Intel a reasonable opportunity to cure its breach of written warranties would be unnecessary and futile here because Intel has known of and concealed the Defect in Class Processors and has failed to provide a suitable repair or replacement of the defective Class Processors free of charge within a reasonable time.

364. The Box Processor Plaintiffs provided notice to Intel by requesting replacement of their damaged Class Processors as early as January 29, 2024. Despite this notice, Intel did not cure its breach of express warranties and failed to provide a suitable repair or replacement of all

defective processors free of charge within a reasonable time and did not provide a refund of the value of the damaged processors.

365. The limited warranty promising to repair and/or replace and/or refund the value of the processors fails in its essential purpose because the contractual remedy is insufficient to make the Box Processor Plaintiffs and other members of the Box and Tray Processor Class whole in that Intel failed and/or has refused to adequately provide the promised remedies within a reasonable time.

366. Intel knew that Class Processors were inherently defective and did not conform to their warranties, and the Box Processor Plaintiffs and other members of the Box and Tray Processor Class were induced to purchase Class Processors under false and/or fraudulent pretenses.

367. Because of the Defect in Class Processors, Class Processors are not reliable, and owners of these CPUs have lost confidence in the ability of Class Processors to perform the function of reliable PC components,

368. Box Processor Plaintiffs and other members of the Box and Tray Processor Class could not have reasonably discovered the Defect in Class Processors.

369. As a direct and proximate result of Intel's breach of express warranties, the Box Processor Plaintiffs and other members of the Box and Tray Processor Class have been damaged in an amount to be determined at trial.

370. Finally, because of Intel's breach of express warranty as set forth in this Complaint, the Box Processor Plaintiffs and other members of the Box and Tray Processor Class assert, as additional and/or alternative remedies, the revocation of acceptance of goods and the return to the Box Processor Plaintiffs and other members of the Box and Tray Processor Class of the purchase price of all Class Processors currently owned, and for such other incidental and consequential damages as allowed.

COUNT II

Delaware Common Law Fraud by Omission or Fraudulent Concealment

(On Behalf of The Box Processor Consumer Plaintiffs, The Box Processor Business Plaintiff and The Box and Tray Processor Class)

371. Plaintiffs incorporate and re-allege each preceding paragraph as though fully set forth here.

372. Plaintiffs assert this count on behalf of themselves and other members of the Box and Tray Processor Class alleged herein.

373. The Limited Warranty for Box Processors provides that "any dispute arising under or related to this limited warranty will be adjudicated in the following forums and governed by the following laws . . . without reference to conflict of laws provisions . . . for the USA . . . the applicable law will be the state of Delaware."

374. The Box and Tray Processor Class is a national class.

375. The common law of Delaware applies to this count.

376. Intel intentionally and knowingly concealed, suppressed, and/or omitted material facts including the standard, quality, or grade of the Class Processors and the fact that the Class Processors contain a Defect and corresponding risk of catastrophic and permanent damage, with the intent that Plaintiffs and members of the Classes rely on these omissions. As a direct result of this fraudulent conduct, Plaintiffs and members of the Classes have suffered actual damages.

377. Intel knew (at the time of sale and thereafter) that the Class Processors incorporated the Defect, concealed the Defect in the Class Processors in the hope that it could avoid having to repair or replace the Class Processors. To date, Intel has not provided Plaintiffs and members of the Classes with a suitable repair or remedy for the Defect in the Class Processors.

378. Intel owed a duty to disclose the Defect in the Class Processors and its corresponding risk of catastrophic, permanent damage to Plaintiffs and members of the Classes because Intel possessed superior and exclusive knowledge concerning the defect. Intel had a duty to disclose any information relating to the quality, functionality, and reliability of the Class

Processors because they consistently marketed the Class Processors as superior, particularly for PC gaming and other demanding applications.

379. Intel also owed a duty to disclose that, as described *supra*, the 0x12B update to protect the Class Processors from damage would significantly decrease performance when installed in the Class Processors.

380. Once Intel made representations to the public concerning quality, functionality, reliability, and performance it was under a duty to disclose these omitted facts, because where one does speak, one must speak the whole truth and not conceal any facts which materially qualify facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud. Rather than disclose the Defect in Class Processors, Intel intentionally and knowingly concealed, suppressed, and/or omitted material facts including the standard, quality, or grade of the Class Processors, the presence of the Defect in the Class Processors and corresponding risk of catastrophic, permanent damage, and the need to install the microcode that reduces performance to prevent catastrophic and permanent damage, to sell additional Class Processors and avoid the cost of repair or replacement.

381. The Defect in Class Processors is material to Plaintiffs and members of the Classes because Plaintiffs and members of the Classes had a reasonable expectation that the Class Processors would not contain a defect, such as the Defect in the Class Processors, that leads to replacement costs. No reasonable consumer expects a processor to contain a concealed defect in manufacture, materials, or workmanship, such as the Defect in the Class Processors, that will lead to hundreds of dollars in replacement costs after causing catastrophic damage to the processor.

382. Plaintiffs and members of the Classes would not have purchased Class Processors but for Intel's omissions and concealment of material facts concerning the nature and quality of Class Processors and existence of the Defect in Class Processors and corresponding risk of catastrophic and permanent damage or would have paid less for Class Processors. Intel knew its concealment and suppression of material facts was false and misleading and knew the effect of concealing those material facts. Intel knew its concealment and suppression of the Defect in the

Class Processors would lead to the sale of more Class Processors and would discourage Plaintiffs and members of the Classes from seeking replacement of Class Processors during the applicable warranty periods. Intel intended to induce Plaintiffs and members of the Classes into purchasing the Class Processors and to discourage them from seeking replacement of the Class Processors in order to decrease costs and increase profits.

383. Intel acted with malice, oppression, and fraud. Plaintiffs and members of the Classes reasonably relied upon Intel's knowing concealment and omissions. As a direct and proximate result of Intel's omissions and active concealment of material facts concerning the Defect in Class Processors and associated likelihood of catastrophic, permanent damage, Plaintiffs and members of the Classes suffered actual damages in an amount to be determined at trial.

COUNT III

Violation Of Delaware's Consumer Fraud Act ("DCFA")

(6 Del. C. § 2511, *Et Seq.*)

(On Behalf of The Box Processor Consumer Plaintiffs and The Box Processor Consumer Subclass)

384. Box Processor Consumer Plaintiffs incorporate and re–allege each preceding paragraph as though fully set forth here.

385. Box Processor Consumer Plaintiffs assert this count on behalf of themselves and on behalf of members of the Box Processor Consumer Subclass.

386. The Limited Warranty for Box Processors provides that "any dispute arising under or related to this limited warranty will be adjudicated in the following forums and governed by the following laws . . . without reference to conflict of laws provisions . . . for the USA . . . the applicable law will be the state of Delaware."

387. The Box Processor Consumer Subclass is a national subclass.

388. Under the DCFA, the "act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, or the concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or

omission, in connection with the sale, lease or advertisement of any merchandise, whether or not any person has in fact been misled, deceived or damaged thereby, is an unlawful practice." Del. Code Ann. tit. 6, § 2513.

389. Intel engaged in deceptive acts in violation of the DCFA by willfully failing to disclose and actively concealing the Defect in the Class Processors as described above.

390. The Defect constitutes risk of permanent damage to the Class Processors that triggered Intel's duty to disclose the issue to consumers as set forth above. Intel should have disclosed this information because it was in a superior position to know the true facts related to the Defect, and the Box Processor Consumer Plaintiffs and other members of the Box Processor Consumer Subclass could not reasonably be expected to learn or discover the true facts related to this Defect. Intel, by its conduct, statements, and omissions described above, also knowingly and intentionally concealed from the Box Processor Consumer Plaintiffs and the other members of the Box Processor Consumer Subclass that Class Processors suffer from the Defect (and the costs, risks, and diminished value of the Class Processors as a result of the Defect).

391. Intel further engaged in deceptive acts in violation of the DCFA by falsely representing that the 0x12B update to protect the Class Processors from damage would not reduce Class Processor performance, when, as described above, the microcode update significantly reduces performance.

392. These acts and practices have deceived Box Processor Consumer Plaintiffs and are likely to deceive the public. Intel, by its conduct, statements, and omissions described above, and by knowingly and intentionally concealing from Box Processor Consumer Plaintiffs and the other members of the Consumer Box Processor Subclass: (i) the Defect in the Class Processors; (ii) that the Defect could, did, and will lead to permanent damage to the Class Processors; (iii) that, as described *supra*, the 0x12B update to protect the Class Processors from damage significantly reduces performance when installed in the Class Processors; and (iv) that the Class Processors were (and are) not fit to be used for their intended purpose, as detailed above, breached its duties to disclose these facts, violated the DCFA, and caused injuries to the Box Processor Consumer

Plaintiffs and the other members of the Consumer Box Processor Subclass. The omissions and acts of concealment by Intel pertained to information that was material to the Box Processor Consumer Plaintiffs and the other members of the Consumer Box Processor Subclass, as it would have been to all reasonable consumers.

393. Intel's conduct proximately caused injuries to the Box Processor Consumer Plaintiffs and the other members of the Consumer Box Processor Class. Had the Box Processor Consumer Plaintiffs and the other members of the Consumer Box Processor Class known about the Defect, they would not have purchased the Class Processors, would have paid less for them, or would have avoided the extensive replacement costs associated therewith.

COUNT IV

Violation of the Indiana Deceptive Consumer Sales Act ("IDCSA")

(Ind. Code § 24-5-0.5, *et seq*.)

(On Behalf of Plaintiff Albro and The Indiana Box and Tray Processor Subclass)

394. Plaintiffs incorporate and re-allege each preceding paragraph as though fully set forth here.

395. Plaintiff Albro asserts this count on behalf of himself and on behalf of members of the Indiana Box and Tray Processor Subclass.

396. Intel, Plaintiff Albro, and the other members of the Indiana Box and Tray Processor Subclass are "persons" within the meaning of Ind. Code § 24-5-0.5-2(2). Intel is a "supplier" as defined by Ind. Code § 24-5-0.5-2(a)(3).

397. Plaintiff Albro and the other members of the Indiana Box and Tray Processor Subclass's purchase of the Class Processors are "consumer transactions" within the meaning of Ind. Code § 24-5-.05-2(a)(1).

398. The Indiana Deceptive Consumer Sales Act ("IDCSA") prohibits suppliers from engaging in an "unfair, abusive, or deceptive act, omission, or practice in connection with a consumer transaction." Ind. Code § 24-5-0.5-3.

399. By the conduct described in detail above and incorporated herein, Intel engaged in unfair or deceptive acts in violation of Ind. Code § 24-5-0.5-3.

400. Intel's omissions regarding the Defect described above are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Processors.

401. Intel intended for Plaintiff Albro and the other members of the Indiana Box and Tray Processor Subclass to rely on Intel's omissions of fact regarding the Defect.

402. Plaintiff Albro and the other members of the Indiana Box and Tray Processor Subclass justifiably acted or relied to their detriment upon Intel's omissions of fact concerning the above-described Defect, as evidenced by Plaintiffs' purchase of their Class Processors.

403. Had Intel disclosed all material information regarding the Defect to Plaintiff Albro and the other members of the Indiana Box and Tray Processor Subclass, Plaintiff Albro and the other members of the Indiana Box and Tray Processor Subclass would not have purchased their Class Processors or would have paid less to do so.

404. Intel's omissions deceived Plaintiff Albro and the other members of the Indiana Box and Tray Processor Subclass.

405. Moreover, in light of Intel's exclusive knowledge of the Defect, the injury is not one that Plaintiff Albro and the other members of the Indiana Box and Tray Processor Subclass could have reasonably avoided.

406. Further, Intel had a duty to disclose the Defect because disclosure of the Defect was necessary to dispel misleading impressions about the Class Processor's reliability and performance that were or might have been created by partial representation of the facts.

407. Specifically, as described above, Intel intentionally and knowingly misrepresented and omitted facts concerning the Defect in Class Processors and its associated risk of catastrophic, permanent damage and that the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors; and that the Class Processors were (and are) not fit to be used for their intended purpose with the intent to mislead

Plaintiff Albro and the other members of the Indiana Box and Tray Processor Subclass.

408. Intel knew, or should have known, that Class Processors had the Defect and exposed purchasers to a corresponding risk of catastrophic, permanent damage.

409. Specifically, Intel owed Plaintiff Albro and the other members of the Indiana Box and Tray Processor Subclass a duty to disclose all the material facts concerning the Defect because it possessed exclusive knowledge, it intentionally concealed the defect from Plaintiff Albro and the other members of the Indiana Box and Tray Processor Subclass, and/or it made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

410. Intel's unfair or deceptive acts or practices were likely to, and did, in fact, deceive consumers, including Plaintiff Albro and the other members of the Indiana Box and Tray Processor Subclass, about the true reliability and measured performance of the Class Processors.

411. Intel's violations present a continuing risk to Plaintiff Albro and the other members of the Indiana Box and Tray Processor Subclass, as well as to the general public. Intel's unlawful acts and practices complained of herein affect the public interest.

412. Plaintiff Albro and the other members of the Indiana Box and Tray Processor Subclass suffered ascertainable loss and actual damages as a direct result of Intel's concealment of and failure to disclose material information, namely, the Defect. Plaintiff Albro and the other members of the Indiana Box and Tray Processor Subclass who purchased the Class Processors would not have done so, or would have paid significantly less, if the true nature of the Class Processors had been disclosed. Plaintiff Albro and the other members of the Indiana Box and Tray Processor Subclass also suffered diminished value of their Class Processors.

413. Intel is liable to Plaintiff Albro and the other members of the Indiana Box and Tray Processor Subclass for compensatory damages and attorneys' fees pursuant to Ind. Code § 24-5-0.5-4, and any other just and proper relief under the IDCSA.

414. Moreover, because Intel's deceptive acts were carried out as part of a scheme with the intent to defraud Plaintiff Albro and the other members of the Indiana Box and Tray Processor

Subclass, its actions with regard to the Defect represent incurable deceptive acts. Therefore, Plaintiff Albro and the other members of the Indiana Box and Tray Processor Subclass are not required to give pre-suit notice pursuant to Ind. Code § 24-5-0.5-2(a)(8).

COUNT V

Breach of Implied Warranty of Merchantability

(Ind. Code §§ 26-1-2-314 and 26-1-2.1-212)

(On behalf of Plaintiff Albro and members of the Indiana Box and Tray Processor Subclass)

415. Plaintiffs incorporate and re-allege each preceding paragraph as though fully set forth here.

416. Plaintiff Albro asserts this count on behalf of himself and on behalf of members of the Indiana Box and Tray Processor Subclass.

417. Intel manufactured and sold the defective Class Processors to Plaintiff Albro and the other members of the Indiana Box and Tray Processor Subclass.

418. Intel was at all relevant times a "merchant" with respect to computer processors under Ind. Code §§ 26-1-2-104(1) and 26-1-2.1-103(3), and "seller" of computer processors under § 26-1-2- 103(1)(d).

419. A warranty that the Class Processors were in merchantable condition and fit for the ordinary purpose for which computer processors are used is implied by law pursuant to Ind. Code §§ 26-1-2- 314 and 26-1-2.1-212.

420. The Class Processors are defective because they have the Defect which causes permanent damage to the Class Processors.

421. The Defect existed at the time the Class Processors left the control of Intel.

422. As a result of the Defect, Intel has failed to meet the expectations of a reasonable Buyer. The Class Processors are unfit for their ordinary, intended use, because they suffer from the Defect, which causes permanent damage to the Class Processors.

423. Intel was provided notice of the Defect in Class Processors by numerous complaints

on Intel's own internet forums and directly made to it by the named plaintiffs herein who have requested and been granted RMAs by Intel and through Intel's own testing.

424. Moreover, notice is futile because Intel has continually failed to provide adequate remedies to Plaintiffs and Class members.

425. The Defect in the Class Processors was the direct and proximate cause of economic damages to Plaintiff Albro and the other members of the Indiana Box and Tray Processor Subclass.

COUNT VI

Violation Of The New York Deceptive Acts and Practices Act ("GBL § 349")

(N.Y. Gen. Bus. Law § 349)

(On Behalf of Plaintiffs Brown and Vanvalkenburgh and The New York Box Processor Consumer Subclass)

426. Plaintiffs incorporate and re-allege each preceding paragraph as though fully set forth here.

427. Plaintiffs Brown and Vanvalkenburgh assert this count on behalf of themselves and on behalf of members of the New York Box Processor Consumer Subclass.

428. Brown and Vanvalkenburgh and the other members of the New York Box Processor Consumer Subclass are "person[s] . . . injured by reason of any violation" within the meaning of N.Y. Gen. Bus. Law § 349(h). Intel is a "person, firm, corporation or association" within the meaning of N.Y. Gen. Bus. Law § 349(b).

429. N.Y. Gen. Bus. Law § 349 ("GBL § 349") prohibits "[d]eceptive acts or practices in the conduct of any business, trade or commerce." GBL § 349(a).

430. In the course of its business, Intel, directly or through its agents, employees, and/or subsidiaries, violated GBL § 349 by knowingly and intentionally misrepresenting, omitting, concealing, and failing to disclose material facts regarding the Class Processors, including: (i) the Defect in the Class Processors; (ii) that the Defect could, did, and will lead to permanent and catastrophic damage to the Class Processors; (iii) that, as described *supra*, the 0x12B update to protect the Class Processors from damage significantly degrades performance when installed in

the Class Processors; and (iv) that the Class Processors were (and are) not fit to be used for their intended purpose, as detailed above.

431. Intel had superior access to material facts concerning the nature of the Class Processors and knew that consumers and users such as Plaintiff Brown and other members of the New York Box Processor Consumer Subclass could not have reasonably discovered that the Class Processors had the Defect that could lead to permanent and catastrophic damage to Class Processors.

432. Intel had a duty to truthfully disclose the Defect because it had superior knowledge of the material fact that the Defect existed. Nevertheless, Intel made representations that the Class Processors were fit to be used as processors for PCs and, indeed, offered superior performance.

433. Specifically, by knowingly and intentionally misrepresenting, omitting, concealing, and failing to disclose material facts regarding the Class Processors, including that the existence of the Defect and that the processors were not fit to be used for their intended purpose, as detailed above, Intel engaged in one or more unfair or deceptive business practices prohibited by the GBL § 349, including but not limited to:

a. representing that the Class Processors have characteristics, uses, benefits, and qualities which they do not have;

b. representing that the Class Processors are of a particular standard, quality, and grade when they are not;

c. advertising the Class Processors with the intent not to sell them as advertised; and

d. engaging in any other unconscionable, false, misleading, or deceptive act or practice in the conduct of trade or commerce.

434. Intel's unfair or deceptive acts or practices, including its misrepresentations, concealments, omissions, and suppressions of material facts, as alleged herein, had a tendency or capacity to mislead and create a false impression in consumers' minds and were likely to and, in fact, did deceive reasonable consumers, including Plaintiff Brown and other members of the New

York Box Processor Consumer Subclass, about the Defect, the risk of permanent damage to the Class Processors, and the diminished performance of Class Processors following installation of the microcode update to prevent such damage.

435. The facts regarding the Class Processors that Intel knowingly and intentionally misrepresented, omitted, concealed, and/or failed to disclose would be considered material by a reasonable consumer, and they were, in fact, material to Plaintiffs Brown and Vanvalkenburgh and other members of the New York Box Processor Consumer Subclass, who consider such facts to be important to their purchase decisions with respect to processors.

436. Intel had an ongoing duty to Plaintiffs Brown and Vanvalkenburgh and other members of the New York Box Processor Consumer Subclass to refrain from unfair and deceptive practices under GBL § 349 in the course of its business. Specifically, Intel owed Plaintiffs Brown and Vanvalkenburgh and other members of the New York Box Processor Consumer Subclass a duty to disclose all the material facts regarding Class Processors, including that such products contained the Defect and were (and are) not fit to be used for their intended purpose, as detailed above, because Intel possessed superior knowledge, intentionally concealed the facts regarding the Class Processors, and/or it made misrepresentations that were rendered misleading because they were contradicted by withheld facts, including that such products contained the Defect, the risk of catastrophic and permanent damage to the Class Processors, and the diminished performance of the last microcode update to prevent such damage and were (and are) not fit to be used for their intended purpose.

437. Had Intel not engaged in the deceptive acts and practices alleged herein, Plaintiffs Brown and Vanvalkenburgh and other members of the New York Box Processor Consumer Subclass would not have purchased the Class Processors, or would have paid less for them, and, thus, they did not receive the benefit of the bargain and/or suffered out-of-pocket loss.

438. Intel's violations present a continuing harm to Plaintiffs Brown and Vanvalkenburgh and the other members of the New York Box Processor Consumer Subclass, as well as to the general public. Intel's unlawful acts and practices complained of herein affect the

public interest.

439. Pursuant to GBL § 349(h), Plaintiffs Brown and Vanvalkenburgh and the other members of the New York Box Processor Consumer Subclass seek actual damages or $50 per purchase, whichever is greater, in addition to discretionary three times actual damages up to $1,000 for Intel's willful and knowing violation of GBL § 349, and an additional civil penalty of $10,000 per elderly person 65 years of age or older because Defendant's conduct was in willful disregard of the rights of elderly persons. GBL § 349-C(2)(b). Plaintiffs Brown and Vanvalkenburgh and the other members of the New York Box Processor Consumer Subclass also seek attorneys' fees, an order enjoining Intel's deceptive conduct, and any other just and proper relief available under the New York GBL.

440. The claim for injunctive relief is appropriate because, among other things, Intel's misconduct is ongoing, and bringing multiple suits to recover damages for future harm will not be as plain and speedy as an order from this Court prohibiting Intel from engaging in the misconduct alleged herein.

COUNT VII

Violation Of The New York False Advertising Act ("New York FAA")

(N.Y. Gen. Bus. Law § 350)

(On Behalf of Plaintiffs Brown and Vanvalkenburgh and The New York Box Processor Consumer Subclass)

441. Plaintiffs incorporate and re-allege each preceding paragraph as though fully set forth here.

442. Plaintiffs Brown and Vanvalkenburgh assert this count on behalf of themselves and on behalf of other members of the New York Box Processor Consumer Subclass.

443. Intel was and is engaged in "conduct of business, trade or commerce" within the meaning of N.Y. Gen. Bus. Law § 350.

444. The New York False Advertising Act ("New York FAA") prohibits "[f]ales advertising in the conduct of any business, trade or commerce." N.Y. Gen. Bus. Law § 350. False

advertising includes "advertising, including labeling, of a commodity . . . if such advertising is misleading in a material respect," taking into account "the extent to which the advertising fails to reveal facts material in the light of . . . representations [made] with respect to the commodity." N.Y. Gen. Bus. Law § 350-a(1).

445. Intel had a duty to disclose the Defect in Class Processors because it had superior—indeed exclusive—knowledge of material facts including: (i) the Defect in the Class Processors; (ii) that the Defect could, did, and will lead to permanent and catastrophic damage to the Class Processors; (iii) that, as described *supra*, the 0x12B update to protect the Class Processors from damage significantly reduces performance when installed in the Class Processors; and (iv) that the Class Processors were (and are) not fit to be used for their intended purpose, as detailed above.

446. Nevertheless, Intel made representations that Class Processors were fit to be used as processors for desktop PCs and, indeed, offered superior performance.

447. Intel caused to be made or disseminated through New York, through advertising, marketing, and/or other publications, statements that were untrue or misleading, and which were known, or which by the exercise of reasonable care should have been known to Intel, to be untrue and misleading to consumers, including Plaintiffs Brown and Vanvalkenburgh and other members of the New York Box Processor Consumer Subclass.

448. In the course of its business, Intel, directly or through its agents, employees, and/or subsidiaries, violated the New York FAA by knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts regarding the Class Processors, including (i) the Defect in the Class Processors; (ii) that the Defect could, did, and will lead to permanent and catastrophic damage to the Class Processors; (iii) that the 0x12B update to protect the Class Processors from damage significantly reduces performance in the Class Processors; and (iv) that the Class Processors were (and are) not fit to be used for their intended purpose, as detailed above.

449. The Class Processors are not fit for their intended use because the Defect may cause catastrophic and permanent damage to the processor through ordinary and reasonably anticipated

use.

450. Specifically, by knowingly and intentionally misrepresenting, omitting, concealing, and failing to disclose material facts regarding the Class Processors, including: (i) the Defect in the Class Processors; (ii) that the Defect could, did, and will lead to permanent and catastrophic damage to the Class Processors; (iii) that the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors; and (iv) that the Class Processors were (and are) not fit to be used for their intended purpose, as detailed above, Intel engaged in one or more unfair or deceptive acts or practices in the conduct of trade or commerce in violation of the New York FAA.

451. Intel's unfair or deceptive acts or practices, including its misrepresentations, concealments, omissions, and/or suppressions of material facts, as alleged herein, had a tendency or capacity to mislead and create a false impression in consumers' minds and were likely to and, in fact, did deceive reasonable consumers, including Plaintiffs Brown and Vanvalkenburgh and other members of the New York Box Processor Consumer Subclass, about the Class Processors that contained the Defect and were (and are) not fit to be used for their intended purpose, as detailed above.

452. The facts regarding the Class Processors that Intel knowingly and intentionally misrepresented, omitted, concealed, and failed to disclose would be considered material by a reasonable consumer, and they were, in fact, material to Plaintiffs Brown and Vanvalkenburgh and other members of the New York Box Processor Consumer Subclass, who consider such facts to be important to their purchasing decisions with respect to processors.

453. Plaintiffs Brown and Vanvalkenburgh and other members of the New York Box Processor Consumer Subclass had no way of reasonably discerning that Intel's representations were false and misleading or otherwise learning the facts that Intel had concealed or failed to disclose.

454. Intel had an ongoing duty to Plaintiffs Brown and Vanvalkenburgh and other members of the New York Box Processor Consumer Subclass to refrain from false advertising

under N.Y. Gen. Bus. Law § 350 in the conduct of their business. Specifically, under N.Y. Gen. Bus. Law § 350-a, Intel was prohibited from failing to disclose all the material facts regarding the Class Processors in its "advertising, including labeling" so as not to render such advertising "misleading in a material respect" including that such products contained the Defect and were (and are) not fit to be used for their intended purpose, as detailed above, intentionally concealed the facts regarding Class Processors, and/or Intel made misrepresentations that were rendered misleading because they were contradicted by withheld facts, including that such products contained the Defect and were (and are) not fit to be used for their intended purpose.

455. Plaintiffs Brown and Vanvalkenburgh and other members of the New York Box Processor Consumer Subclass were aggrieved by Intel's violations of the New York FAA because they suffered ascertainable loss and actual damages as a direct and proximate result of Intel's knowing and intentional misrepresentations, omissions, concealments, and failures to disclose material facts regarding the Class Processor, including: (i) the Defect in the Class Processors; (ii) that the Defect could, did, and will and did lead to permanent and catastrophic damage to the Class Processors; (iii) that the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors; and (iv) that the Class Processors were (and are) not fit to be used for their intended purpose, as detailed above.

456. Specifically, Plaintiffs Brown and Vanvalkenburgh and other members of the New York Box Processor Consumer Subclass purchased Class Processors in reliance on Intel's misrepresentations, omissions, concealments, and/or failures to disclose material facts regarding Class Processors. Had Intel not engaged in the deceptive acts and practices alleged herein, Plaintiffs and Class members would not have purchased the Class Processors, and, thus, they did not receive the benefit of the bargain and/or suffered out-of-pocket loss.

457. Intel's violations present a continuing risk to Plaintiffs Brown and Vanvalkenburgh and other members of the New York Box Processor Consumer Subclass, as well as to the general public. Intel's unlawful acts and practices complained of herein affect the public interest.

458. As a result of Intel's violations of the New York FAA, as alleged herein, Plaintiffs

Brown and Vanvalkenburgh and other members of the New York Box Processor Consumer Subclass seek to recover their actual damages or $500, whichever is greater. Because Intel acted willfully or knowingly, Plaintiffs Brown and Vanvalkenburgh and other members of the New York Box Processor Consumer Subclass are entitled to recover three times actual damages, up to $10,000. Plaintiffs Brown and Vanvalkenburgh and other members of the New York Box Processor Consumer Subclass seek an additional civil penalty of $10,000 per elderly person sixty-five years of age or older who is a member of the New York Box Processor Consumer Subclass because Intel's conduct was in willful disregard of the rights of elderly persons. N.Y. Gen. Bus. Law § 349-C(2)(b). Plaintiffs Brown and other members of the New York Box Processor Consumer Subclass also seek an order enjoining Defendants' false advertising, attorneys' fees, and other relief that this Court deems just and appropriate.

459. The claim for injunctive relief is appropriate because, among other things, Intel's misconduct is ongoing, and bringing multiple suits to recover damages for future harm will not be as plain and speedy as an order from this Court prohibiting Intel from engaging in the misconduct alleged herein.

COUNT VIII

Violation of the Washington Consumer Protection Act ("WCPA")

(Wash. Rev. Code Ann. § 19.86.010, *et seq*.)

On Behalf of Plaintiffs the Cadys and the Washington Box and Tray Processor Subclass

460. Plaintiffs incorporate and re-allege each preceding paragraph as though fully set forth here.

461. Plaintiffs the Cadys assert this count on behalf of themselves and on behalf of other members of the Washington Box and Tray Processor Subclass.

462. Intel, the Cadys and the members of the Washington Box and Tray Processor Subclass are all "persons" within the meaning of Section 19.86.010 of the Washington Consumer Protection Act ("WCPA").

463. At all relevant times, Intel engaged in "trade" and "commerce" within the meaning

of Section 19.86.010of the WCPA.

464. The CPA makes unlawful "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." Wash. Rev. Code Ann. § 19.86.020.

465. Intel's failure to disclose the Defect and that the Defect would result in the harms alleged herein had the capacity to deceive a substantial portion of the public. Furthermore, Intel's false representations that the 0x12B update to protect the Class Processors from damage would not significantly decrease performance when installed in the Class Processors had the capacity to deceive a substantial portion of the public.

466. Intel's nondisclosures and misrepresentations did in fact deceive a substantial portion of the public. On information and belief Washington state residents purchased thousands of Class Processors because they were unaware of the Defect and its potential to permanently damage the Class Processors.

467. Intel's misrepresentations and omissions were material to the public in general.

468. Due to Intel's superior, prior knowledge of the Defect, it held a superior bargaining position. Intel's unfair and deceptive nondisclosures and misrepresentations resulted in the purchase of hundreds of thousands of Class Processors, which would have been avoided had the unfair and deceptive nondisclosures and misrepresentations not occurred.

469. Intel's unfair and deceptive acts and practices have impacted the public interest. Furthermore, Intel's nondisclosures and misrepresentations were part of a pattern of generalized course of conduct aimed at the public in general, had the potential to impact others, and in fact did impact others as damages identical or substantially similar to those complained of herein have been and will continue to be experienced by others.

470. But for Intel's misrepresentations and omissions as alleged *supra* the Cadys and others would not have purchased the Class Processors. Additionally, Intel's omission to disclose the Defect kept the Cadys and others from avoiding the purchase of the Class Processors.

471. As a direct and proximate result of Intel's unfair and deceptive acts and practices, the Cadys' property and business has been and will continue to be injured.

472. As alleged in this Complaint, Intel's actions constitute unfair and deceptive acts and practices in the conduct of any trade or commerce in violation of the WCPA. Intel violated the Act by, among other things:

a. Intentionally concealing from the Cadys and the. other members of the Washington Box and Tray Processor Subclass that the Class Processors suffer from the Defect (and the costs, risks, and diminished value of the Class Processors as a result of this Defect) as well as that the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors. Intel's conduct violated the WCPA as follows:

b. Representing that the Class Processors had characteristics, uses, or benefits that they do not have. Some of these specific representations include that Intel's Raptor Lake processors "accelerate system performance," "deliver the next generation of breakthrough core performance", "optimize your gaming, content creation, and productivity", "[were] designed to handle single-threaded, lightly threaded, or burst workloads like 4K gaming and 3D design." This was untrue because the processors would become physically damaged and suffer impaired functionality with normal use.

c. Representing that the Class Processors were of a particular standard, quality, or grade when, in fact, they were not. Some of these specific representations include that the Class Processors "accelerate system performance," "deliver the next generation of breakthrough core performance," "optimize your gaming, content creation, and productivity," "[were] designed to handle single-threaded, lightly threaded, or burst workloads like 4K gaming and 3D design." This was untrue because the processors would become physically damaged and suffer impaired functionality with normal use.

d. Representing that its warranty for the Class Processors conferred rights,

remedies, or obligations that it does not have or involve. Specifically, Intel touted a warranty that Intel did not honor.

e. Representing that its Class Processors had been supplied in accordance with a previous representation when they had not.

f. Representing that the 0x12B update to protect the Class Processors from damage would not reduce Class Processor performance, when, as described above, the microcode update significantly reduces performance.

473. Intel intended that its unfair and deceptive acts and practices would take advantage of the Cadys and other members of the Washington Box and Tray Processor Subclass.

474. The foregoing deceptive acts proximately caused the Cadys and other members of the Washington Box and Tray Processor Subclass to suffer an ascertainable loss in the form of, among other things, overpayment of the Class Processors that did not deliver the promised benefits.

475. Moreover, Intel's unfair and deceptive acts and practices are injurious to the public interest because the acts and practices have the capacity to injure other persons, had the capacity to injure other persons, and did injure other persons.

476. The Cadys seeks to recover for the members of the Washington Box and Tray Processor Subclass the overcharges they incurred as a result of Intel's deceptive practices, as well as treble damages and any other legal or equitable relief that the Court deems just and appropriate.

COUNT IX

Violation of the New Jersey Consumer Fraud Act ("NJCFA")

(N.J. Stat. Ann. § 56:8-1, *et seq.*)

(On Behalf of Plaintiff Lipinski and The New Jersey Box and Tray Processor Subclass)

477. Plaintiffs incorporate and re-allege each preceding paragraph as though fully set forth here.

478. Plaintiff Lipinski asserts this count on behalf of himself and other members of the

New Jersey Box and Tray Processor Subclass.

479. Intel, Lipinski, and the other members of the New Jersey Box and Tray Processor Subclass are "persons" within the meaning of N.J. Stat. Ann. § 56:8-1(d).

480. Intel is and was engaged in "sales" or "merchandise" within the meaning of N.J. Stat. Ann. § 56:8-1(c), (e).

481. The New Jersey Consumer Fraud Act ("NJCFA") makes unlawful "[t]he act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression, or omission of any material fact with the intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby. . ." N.J. Stat. Ann. § 56:8-2.

482. Intel violated the NJCFA by, among other things:

a. Intentionally concealing from Plaintiff Lipinski and the other members of the New Jersey Box and Tray Processor Subclass that the Class Processors suffer from the Defect (and the costs, risks, and diminished value of the Class Processors as a result of this Defect) as well as that the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors.

b. Representing that the Class Processors had characteristics, uses, or benefits that they do not have. Some of these specific representations include that Intel's Raptor Lake processors "accelerate system performance," "deliver the next generation of breakthrough core performance", "optimize your gaming, content creation, and productivity", "[were] designed to handle single-threaded, lightly threaded, or burst workloads like 4K gaming and 3D design." This was untrue because the processors would become physically damaged and suffer impaired functionality with normal use.

c. Representing that the Class Processors were of a particular standard, quality, or grade when, in fact, they were not. Some of these specific representations include that the Class Processors "accelerate system performance", "deliver the next generation of breakthrough core performance", "optimize your gaming, content creation, and productivity", "[were] designed to handle single-threaded, lightly threaded, or burst workloads like 4K gaming and 3D design." This was untrue because the processors would become physically damaged and suffer impaired functionality with normal use.

d. Representing that its warranty for the Class Processors conferred rights, remedies, or obligations that it does not have or involve. Specifically, Intel touted a warranty that Intel did not honor.

e. Representing that its Class Processors had been supplied in accordance with a previous representation when they had not.

f. Representing that the 0x12B update to protect the Class Processors from damage would not reduce Class Processor performance, when, as described above, the microcode update significantly reduces performance.

483. Intel's failure to disclose the true characteristics of the Defect was material to Plaintiff Lipinski and the other members of the New Jersey Box and Tray Processor Subclass, as Intel intended. Had they known the truth, Plaintiff Lipinski and the other members of the New Jersey Box and Tray Processor Subclass would not have purchased the Class Processors, or—if the Class Processors' true nature had been disclosed, would have paid significantly less for them. Plaintiff Lipinski and the other members of the New Jersey Box and Tray Processor Subclass had no way of discerning that Intel's representations were false and misleading, or otherwise learning the facts that Defendant had failed to disclose, until the Defect manifested in their Class Processors. Plaintiff and the New Jersey Subclass members did not, and could not, unravel Defendant's deception on their own.

484. Intel had an ongoing duty to Plaintiff Lipinski and the other members of the New

Jersey Box and Tray Processor Subclass to refrain from unfair and deceptive practices under the NJCFA in the course of its business. Specifically, Intel owed Plaintiff Lipinski and the other members of the New Jersey Box and Tray Processor Subclass a duty to disclose all the material facts concerning the Defect because it possessed exclusive knowledge and/or it made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

485. Plaintiff Lipinski and the other members of the New Jersey Box and Tray Processor Subclass suffered ascertainable loss and actual damages as a direct and proximate result of Intel's concealment, misrepresentations, and/or failure to disclose material information.

486. Intel's violations present a continuing risk to Plaintiff Lipinski and the other members of the New Jersey Box and Tray Processor Subclass, as well as to the general public. Intel's unlawful acts and practices complained of herein affect the public interest.

487. Pursuant to N.J. Stat. Ann. § 56:8-19, Plaintiff Lipinski and the other members of the New Jersey Box and Tray Processor Subclass seek an order enjoining Intel's unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the NJCFA.

COUNT X

Violation Of the Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA")

(815 ILCS 505/1 *et seq*.)

(On Behalf of Plaintiff Sayre and The Illinois Box and Tray Processor Subclass)

488. Plaintiffs incorporate and re-allege each preceding paragraph as though fully set forth here.

489. Plaintiff Sayre asserts this count on behalf of himself and the other members of the Illinois Box and Tray Processor Subclass.

490. The Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA") prohibits "unfair or deceptive acts or practices, including but not limited to the use or employment

of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact… in the conduct of any trade or commerce….” 815 ILCS 505/2.

491. Intel’s business practices alleged herein are deceptive acts or practices and, thus, constitute multiple, separate and independent violations of 815 ILCS 505/1, *et seq*. These deceptive acts and practices include, without limitation:

a. Failing to disclose the Defect in Intel’s advertising materials and on its website;

b. Failing to disclose the Defect at the time of sale of the Class Processors;

c. Failing to disclose the Defect and the resulting potential permanent damage to Class Processors for at least 20 months and through the next generation of Class Processors;

d. Replacing Defective Class Processors with Defective Class Processors through the RMA process;

e. Failing to disclose that the installation of the microcode required to protect the Class Processors from permanent damage as a result of the Defect reduces Class Processor performance.

492. Intel engaged in these deceptive acts or practices in the conduct of trade or commerce in the State of Illinois and with the intent to induce reliance.

493. Intel’s communications with Sayre and the other members of the Illinois Box and Tray Processor Subclass were directed to “consumers” as that term is defined under 815 ILCS 505/1

494. Intel’s deceptive acts or practices alleged herein were likely to and did in fact deceive reasonable consumers, acting reasonably under the circumstances, including Plaintiff Sayre and the Illinois Box and Tray Processor Subclass.

495. Intel’s deceptive acts or practices alleged herein constituted consumer-oriented

conduct in that Intel's deceptive acts or practices were directed to, and affected consumers of Processors, including Plaintiff Sayre and the Illinois Box and Tray Processor Subclass.

496. Intel's deceptive acts or practices alleged herein have a broad, adverse impact on consumers, including Plaintiff Sayre and the Illinois Box and Tray Processor Subclass.

497. Intel's deceptive acts or practices alleged herein are part of a pattern of conduct by Intel to defraud consumers, are ongoing and are likely to continue to harm the public and frustrate the public interest in the non-deceptive marketing and sale of PC processors.

498. Intel's deceptive acts or practices alleged herein have been furthered, in part, through a pattern of standard written communications disseminated broadly by Intel to thousands of Illinois residents via the Intel.com website.

499. At all relevant times, Intel's unfair and deceptive acts or practices and/or omissions regarding the Defect were material to Plaintiff Sayre and the Illinois Box and Tray Processor Subclass. When Plaintiff Sayre and the Illinois Box and Tray Processor Subclass purchased their Class Processors, they had the reasonable expectation that the processor would be free from defects and would be free from defects that could cause catastrophic and permanent damage to the Class Processors and that Intel's microcode updates would not significantly decrease performance when installed in the Class Processors. Had Intel disclosed the Defect, Plaintiff Sayre and the Illinois Box and Tray Processor Subclass would not have purchased the Class Processors or would have paid less for them.

500. As a direct and proximate result of Intel's violations of the ICFA, Plaintiff Sayre and the Illinois Box and Tray Processor Subclass have suffered injury in fact, including, having paid more for Class Processors than they otherwise would have, received a processor worth less than the one they bargained and paid for, paid for replacements, and are left with Class Processors of diminished value and utility.

501. Intel is liable to Plaintiff Sayre and the Illinois Box and Tray Processor Subclass for their actual damages, and Plaintiff Sayre and the Illinois Box and Tray Processor Subclass are also entitled to injunctive relief, as well as reasonable attorneys' fees pursuant to 815 ILCS 505/2.

COUNT XI

Violation Of the Idaho Consumer Protection Act ("ICPA")

(Idaho Code Ann. § 48-601, *et seq.*)

(On Behalf of Plaintiff Wolven and The Idaho Box and Tray Processor Subclass)

502. Plaintiffs incorporate and re-allege each preceding paragraph as though fully set forth here.

503. Plaintiff Wolven asserts this count on behalf of himself and other members of the Idaho Box and Tray Processor Subclass.

504. Intel engages in trade and commerce in the state of Idaho by offering services and products for sale within the state.

505. Idaho Code § 48-608 provides:

> Any person who purchases or leases goods or services and thereby suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment by another person of a method, act or practice declared unlawful by this chapter, may treat any agreement incident thereto as voidable or, in the alternative, may bring an action to recover actual damages or one thousand dollars ($1,000), whichever is the greater.

506. Under the ICPA," engaging in any act or practice that is otherwise misleading, false, or deceptive to the consumer" are "unfair or deceptive acts or practices in the conduct of any trade or commerce" and is "declared to be unlawful." Idaho Code Ann. § 48-603.

507. Wolven and the other members of the Idaho Box and Tray Processor Subclass have contractual relationships with Intel.

508. Intel engaged in misleading, false, and deceptive acts in violation of the ICPA by willfully failing to disclose and actively concealing the Defect in the Class Processors as described *supra*.

509. The Defect constitutes the risk of catastrophic and permanent damage to the Class Processors that triggered Intel's duty to disclose the issue to consumers as set forth *supra*. Intel should have disclosed this information because it was in a superior position to know the true facts related to the Defect, and Wolven and other members of the Idaho Box and Tray Processor Subclass

could not reasonably be expected to learn or discover the true facts related to this Defect. Intel, by its conduct, statements, and omissions described above, also knowingly and intentionally concealed from Wolven and the other members of the Idaho Box and Tray Processor Subclass that Class Processors suffer from the Defect (and the costs, risks, and diminished value of the Class Processors as a result of the Defect).

510. Intel also engaged in deceptive acts in violation of the ICPA by falsely representing that the 0x12B update to protect the Class Processors from damage would not significantly decrease performance when installed in the Class Processors, when, as described *supra*, the microcode update significantly decreases processor performance when installed in the Class Processors.

511. These acts and practices have deceived Wolven and are likely to deceive Idaho purchasers. Intel, by its conduct, statements, and omissions described above, and by knowingly and intentionally concealing from Wolven and the other members of the Idaho Box and Tray Processor Subclass that the Class Processors suffer from the Defect (and the costs, risks, and diminished value of the Class Processors as a result of the Defect), breached its duties to disclose these facts, violated the ICPA, and caused injuries to Wolven and the other members of the Idaho Box and Tray Processor Subclass. The omissions and acts of concealment by Intel pertained to information that was material to Wolven and the other members of the Idaho Box and Tray Processor Subclass, as it would have been to all reasonable consumers.

512. Had Wolven and the other members of the Idaho Box and Tray Processor Subclass known about the Defect in the Class Processors, they would not have purchased the Class Processors, would have paid less for them, or would have avoided the replacement costs associated therewith.

513. Intel's unlawful practices proximately caused ascertainable loss to Wolven and the other members of the Idaho Box and Tray Processor Subclass, who would not have purchased their Class Processors or would have paid less for them had they been apprised of the Defect prior to their purchase and, thus, they did not receive the benefit of the bargain and/or suffered out-of-

pocket loss. An undamaged processor with an updated microcode to prevent damage delivers less performance than Intel promised at the time of purchase and a damaged processor delivers no performance when called upon to perform routine computer tasks.

514. Wolven and the other members of the Idaho Box and Tray Processor Subclass therefore treat any agreement with Intel relating to the Class Processors as voidable, are entitled to actual damages or $1,000, whichever is greater, and also seek restitution, and "an order enjoining the use or employment of methods, acts or practices declared unlawful under this chapter and any other appropriate relief which the court in its discretion may deem just and necessary. Wolven and the other members of the Idaho Box and Tray Processor Subclass also seek an award of punitive damages and such equitable relief as the Court deems necessary or proper due to Intel's repeated or flagrant violations of the ICPA. Idaho Code ann. § 48-608.

COUNT XII

Violation of the Unfair and Fraudulent Prongs of the California Unfair Competition Law ("California UCL")

(Cal Bus. & Prof. Code § 17200, *et seq.*)

(On Behalf of Plaintiffs Allen and Theatrical and The California Box and Tray Processor Subclass)

515. Plaintiffs incorporate and re-allege each preceding paragraph as though fully set forth here.

516. Plaintiffs Allen and Theatrical bring this claim individually and on behalf of the California Box and Tray Processor Subclass under the "unfair" and "fraudulent" prongs of California's Unfair Competition Law, Business and Professions Code section 17200, *et seq.*, on behalf of themselves and the Classes against Defendants.

517. Intel committed "unfair" business acts or practices by, among other things: (1) engaging in conduct where the utility of such conduct, if any, is outweighed by the gravity of the consequences to Plaintiffs and members of the Classes; (2) engaging in conduct that is immoral, unethical, oppressive, unscrupulous, or substantially injurious to Plaintiffs and members of the

Classes; and (3) engaging in conduct that undermines or violates the spirit or intent of the consumer protection laws alleged in this Class Action Complaint.

518. Intel's actions harmed competition by giving Intel an unfair advantage in selling the Class Processors for a premium, depriving consumers of the ability to make an informed choice when evaluating the Class Processors against competitive products (such as sold by AMD) that did not suffer from the Defect.

519. The utility of Intel's conduct as described herein is nonexistent. There is no utility to selling a defective processor without disclosing the defects to consumers.

520. Intel employed fraudulent, unfair, and deceptive acts or practices, false pretense, misrepresentations, or concealment, suppression, or omission of a material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale of Class Processors. Intel knowingly concealed, suppressed and/or omitted material facts concerning: (i) that the Class Processors contained the Defect; (ii) that the Defect could, did, and will lead to permanent and catastrophic damage to the Class Processors; (iii) that, as described *supra*, the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors; and (iv) that the Class Processors were (and are) not fit to be used for their intended purpose, which directly harmed competition and harmed Plaintiffs Allen and Theatrical and other members of the California Box and Tray Processor Subclass.

521. Intel actively suppressed the fact of the Defect's existence in Class Processors and that it presents a risk of catastrophic, permanent damage to the Class Processors because of materials, workmanship, design and/or manufacturing defects; that the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors; and that the Class Processors were (and are) not fit to be used for their intended purpose. Intel therefore employed unfair, unlawful, and fraudulent business practices to deny repair or replacement of the defective Class Processors within a reasonable time in violation of the UCL.

522. Intel's unfair, unlawful and fraudulent business practices were likely to deceive a

reasonable customer. Plaintiffs Allen and Theatrical and other members of the California Box and Tray Processor Subclass had no reasonable way to know that Class Processors incorporated the defect, and that Class Processors were defective in materials, workmanship, design, and/or manufacture and posed a corresponding risk of catastrophic, permanent damage or that the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors; and that the Class Processors were (and are) not fit to be used for their intended purpose. Intel possessed superior knowledge as to the quality and characteristics of Class Processors, including the Defect in the Class Processors and its associated risk of catastrophic, permanent damage, and any reasonable consumer would have relied on Intel's misrepresentations and omissions as did Plaintiffs Allen and Theatrical and other members of the California Box and Tray Processor Subclass.

523. Intel intentionally and knowingly misrepresented and omitted facts concerning the Defect in Class Processors and its associated risk of catastrophic, permanent damage and that the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors; and that the Class Processors were (and are) not fit to be used for their intended purpose with the intent to mislead Plaintiffs Allen and Theatrical and the other members of the California Box and Tray Processor Subclass. Intel knew, or should have known, that Class Processors had the Defect and exposes purchasers to a corresponding risk of catastrophic, permanent damage.

524. Intel owed a duty to disclose the Defect in Class Processors and its corresponding risk of catastrophic, permanent damage to Plaintiffs Allen and Theatrical and the other members of the California Box and Tray Processor Subclass because Intel possessed superior knowledge concerning the defect and the corresponding risk of catastrophic, permanent damage and that the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors; and that the Class Processors were (and are) not fit to be used for their intended purpose. Intel also owed a duty to disclose the Defect in Class Processors because Intel made partial representations concerning the risk to the Class Processors and thus

owed a duty to reveal the complete truth to Plaintiffs Allen and Theatrical and members of the California Box and Tray Processor Subclass. Intel had a duty to disclose any information relating to the quality, functionality and reliability of Class Processors because it consistently marketed Class Processors as reliable.

525. Once Intel made representations to the public concerning Clas Processor quality, functionality and reliability, Intel was under a duty to disclose these omitted facts, because where one does speak, one must speak the whole truth and not conceal any facts which materially qualify facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud. Rather than disclose the Defect in Class Processors, Intel engaged in unfair, unlawful, and fraudulent business practices in order to sell additional Class Processors and avoid the cost of repair or replacement of Class Processors and/or the damaged Class Processors.

526. Intel's unfair, unlawful, and fraudulent acts or practices, affirmative misrepresentations and/or material omissions concerning the Defect in Class Processors were intended (i) to unfairly benefit Intel in its competition against other chip manufacturers, and (ii) to mislead purchasers including Plaintiffs Allen and Theatrical and other members of the California Box and Tray Processor Subclass.

527. At all relevant times, Intel's unfair, fraudulent, and deceptive acts or practices, affirmative misrepresentations and/or omissions concerning the Defect in Class Processors, and its corresponding risk of catastrophic, permanent damage and that the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors; and that the Class Processors were (and are) not fit to be used for their intended purpose, were material to Plaintiffs Allen and Theatrical and other members of the California Box and Tray Processor Subclass. When Plaintiffs Allen and Theatrical and other members of the California Box and Tray Processor Subclass purchased their Class Processors, they reasonably relied on the reasonable expectation that Class Processors would be free from defects that pose an unavoidable risk of catastrophic, permanent damage and that any updates to the Class Processors

microcode would not significantly decrease performance when installed in the Class Processors; and that the Class Processors were (and are) not fit to be used for their intended purpose.

528. Had Intel disclosed that (i) Class Processors incorporated the Defect and pose an unavoidable risk of catastrophic, permanent damage; (ii) that the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors; and (iii) that the Class Processors were (and are) not fit to be used for their intended purpose, Plaintiffs Allen and Theatrical and members of the California Box and Tray Processor Subclass would not have purchased the Class Processors or would have paid less.

529. Intel owed a continuous duty to Plaintiffs Allen and Theatrical and other members of the California Box and Tray Processor Subclass to refrain from unfair, unlawful, and fraudulent practices under the UCL and to disclose the Defect in Class Processors and associated risk of catastrophic, permanent damage; that the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors; and that the Class Processors were (and are) not fit to be used for their intended purpose. Intel's unfair, unlawful, and fraudulent acts or practices, affirmative misrepresentations and/or material omissions concerning the Defect in Class Processors and corresponding risk of catastrophic, permanent damage are substantially injurious to purchasers.

530. As a result of Intel's knowing, intentional concealment and/or omission of the Defect in Class Processors and associated risk of catastrophic, permanent damage and that the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors and that the Class Processors were (and are) not fit to be used for their intended purpose, in violation of the UCL, Plaintiffs Allen and Theatrical and members of the California Box and Tray Processor Class suffered damages to be determined at trial. Owners of Class Processors also suffered an ascertainable loss in the form of, *inter alia*, out-of- pocket costs for repair or replacement of the defective Class Processor, loss of the benefit of the bargain and diminished value of their processors as a result of Intel's unfair, unlawful, and fraudulent acts and practices in the course of its business.

531. Intel knowingly and willfully engaged in the unfair and fraudulent business practices alleged in this Complaint. Intel unconscionably marketed Class Processors to uninformed purchasers in order to maximize profits by selling additional Class Processors incorporating the undisclosed Defect in Class Processors and corresponding risk of catastrophic, permanent damage and that the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors and that the Class Processors were (and are) not fit to be used for their intended purpose. Intel continued to manufacture and sell defective Class Processors in California.

532. These unfair and fraudulent acts and practices harmed and continue to harm Plaintiff Theatrical and members of the California Box and Tray Processor Subclass, have negatively affected the public interest, harmed competition, and present a continuing risk of catastrophic, permanent damage to Plaintiff Theatrical and members of the California Box and Tray Processor Subclass.

533. Plaintiffs Allen and Theatrical and members of the California Box and Tray Processor Class seek an order enjoining Intel's unfair and fraudulent practices and award costs, attorneys' fees and restitution, disgorgement of funds and any other just and proper relief available under the UCL and California law.

COUNT XIII

Violation of the Unlawful Prong of the California Unfair Competition Law

Cal. Bus. & Prof. Code §§ 17200, *et seq.*

(On Behalf of Plaintiffs Allen and Theatrical and The California Box and Tray Processor Subclass)

534. Plaintiffs incorporate and re-allege each preceding paragraph as though fully set forth here.

535. Plaintiffs Allen and Theatrical bring this claim individually and on behalf of the California Box and Tray Processor Subclass under the "unlawful" prong of California's Unfair Competition Law, Business and Professions Code section 17200, *et seq.*, on behalf of themselves

and the Classes against Defendants.

536. As detailed in Count XIII, Intel's acts and practices are unlawful because they violate the prongs of California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, which prohibit any "unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising...."

537. As detailed in Count XVI, Intel's acts and practices are unlawful because they violate the California False Advertising Law, Business & Professions Code §§ 17500, *et seq.*

538. As detailed in Count XVII, Intel's Defendants' acts and practices are unlawful because they violate the California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, et seq.

539. As detailed in Count XVIII and Count XIX, Intel's Defendants' acts and practices are unlawful because they violate the California Song-Beverly Consumer Warranty Act, Cal. Civ. Code § 1790, *et seq.*

540. To the extent that the unlawful conduct described above was based on misrepresentations, deception, or omission, Intel knew, or by the exercise of reasonable care should have known, that its representations and omissions were untrue and misleading, and deliberately made the aforementioned representations and omissions in order to deceive reasonable consumers like Plaintiffs Allen and Theatrical and the California Box and Tray Processor Subclass.

541. As a direct and proximate result of Intel's unlawful conduct and unfair competition, Plaintiffs Allen and Theatrical and the California Box and Tray Processor Subclass have suffered injury in fact and have lost money or property, time, and attention. Plaintiffs Allen and Theatrical and the California Box and Tray Processor Subclass reasonably relied upon Intel's representations regarding the Class Processors. In reasonable reliance on Intel's false representations, and as a result of Intel's unlawful conduct and unfair competition, Allen, Theatrical, and the California Box and Tray Processor Subclass purchased the products at issue and paid more for those products than they would have had they been aware that Intel's representations were false or had Intel not engaged in the unlawful and unfair conduct described herein. Allen, Theatrical, and the California Box and Tray Processor Subclass ended up with Class Processors that were overpriced,

inaccurately marketed, and did not have the characteristics, qualities, or value promised by Intel, and therefore Allen, Theatrical, and the California Box and Tray Processor Subclass have suffered injury in fact.

542. As purchasers and consumers of Intel's Class Processors, and as members of the general public who purchased and used the Products and have suffered injury in fact and lost money and property as a result of this unfair competition and unlawful conduct, Allen, Theatrical, and the California Box and Tray Processor Subclass are entitled to and bring this class action seeking all available remedies under the UCL.

543. The unfair and unlawful competitive practices described herein present a continuing threat to Allen, Theatrical, and the California Box and Tray Processor Subclass in that Intel continues to engage in these practices, and will not cease doing so unless and until forced to do so by this Court. Intel's conduct will continue to cause irreparable injury to consumers unless enjoined or restrained. Under Business & Professions Code § 17203, Plaintiffs are entitled to injunctive relief ordering Intel to cease its unfair competitive practices, and Plaintiffs Allen and Theatrical and all California Box and Tray Processor Subclass Members are entitled to restitution of the entirety of the Intel's revenues associated with its unlawful acts and practices, or such portion of those revenues as the Court may find equitable.

COUNT XIV

Breach Of the Implied Warranty of Merchantability

(Cal. Com. Code § 2314)

(On Behalf of Plaintiffs Allen and Theatrical and The California Box and Tray Processor Subclass)

544. Plaintiffs incorporate and re-allege each preceding paragraph as though fully set forth here.

545. Plaintiffs Allen and Theatrical assert this count on behalf of themselves and on behalf of other members of the California Box and Tray Processor Subclass.

546. Intel is and was at all relevant times, a "merchant" within the meaning of Cal. Com.

Code § 2104(1).

547. The Class Processors are and were at all relevant times "goods" within the meaning of Cal. Com. Code § 2105.

548. Pursuant to Cal. Com. Code § 2314, a warranty that the Class Processors were in merchantable condition is implied by law in the instant transactions.

549. The Class Processors, when sold, and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which PC Central Processors are used. Specifically, the Class Processors contain a Defect which risks catastrophic, permanent damage to the Class Processors during ordinary use and that the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors.

550. As a result of the Class Processors not being merchantable or fit for their ordinary purpose, Plaintiffs Allen and Theatrical and the other members of the California Box and Tray Processor Subclass have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including from not receiving the benefit of their bargain in purchasing the Class Processors, and increased time and expense in dealing with mitigation and repair.

551. Privity is not required in this case because Plaintiffs Allen and Theatrical and the other members of the California Box and Tray Processor Subclass were the intended beneficiaries of Intel's warranties and its sale through authorizes retailers. Intel's authorized retailers were not intended to be the ultimate consumers of the Class Processors and have no rights under the warranty agreements. Intel's warranties were designed for and intended to benefit the consumer only and Plaintiffs Allen and Theatrical and the other members of the California Box and Tray Processor Subclass were the intended beneficiaries.

552. Intel was put on constructive notice about its breach through the numerous postings its own internet forums and on other industry-leading internet forums. Any efforts to limit the implied warranties in a manner that would exclude coverage of the Class Processors is

unconscionable, and any such effort to disclaim, or otherwise limit, liability for the Class Processors is null and void.

COUNT XV

Violation of California's False Advertising Law

(Cal. Bus. & Prof. Code § 17500, *et seq.*

(On Behalf of Plaintiffs Allen and Theatrical and The California Box and Tray Processor Subclass)

553. Plaintiffs incorporate and re-allege each preceding paragraph as though fully set forth here.

554. Plaintiffs Allen and Theatrical assert this count on behalf of themselves and on behalf of other members of the California Box and Tray Processor Subclass.

555. Intel's acts and practices, as described herein, have deceived and/or are likely to continue to deceive class members and the public. As described above, and throughout this Complaint, Intel misrepresented the Class Processors and concealed the Defect.

556. By its actions, Intel disseminated uniform advertising regarding the Class Processors into California. The advertising was, by its very nature, unfair, deceptive, untrue, and misleading within the meaning of Cal. Bus. & Prof. Code § 17500, *et seq*. Such advertisements were intended to and likely did deceive the consuming public for the reasons detailed herein.

557. The above-described false, misleading, and deceptive advertising Intel disseminated continues to have a likelihood to deceive because it does not disclose the Defect—and how the Defect risks catastrophic, permanent damage to the Class Processors during ordinary use and that the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors.

558. Intel continued to misrepresent to consumers that its Class Processors were reliable, and performed in accordance with their advertised specifications when, in fact, that was not the case as described in detail throughout this Complaint.

559. In making and disseminating the statements alleged herein. Intel knew, or should

have known, its advertisements were untrue and misleading in violation of California law. Plaintiffs Allen and Theatrical and the other members of the California Box and Tray Processor Subclass based their purchasing decisions on Intel's omitted material facts. The revenue attributable to products sold in those false and misleading advertisements likely amounts to hundreds of millions of dollars. Plaintiffs Allen and Theatrical and the other members of the California Box and Tray Processor Subclass were injured in fact and lost money and property as a result.

560. The misrepresentations and non-disclosure by Intel of the material facts described and details herein constitute false and misleading advertising and, therefore, constitute violations of Cal. Bus. & Prof. Code § 17500, *et seq*.

COUNT XVI

Violation of the California Consumer's Legal Remedies Act ("CLRA")

(Cal Civ. Code §§ 1750, *et seq*.)

(On Behalf of Plaintiff Allen and The California Box Processor Consumer Subclass)

561. Plaintiffs incorporate and re-allege each preceding paragraph as though fully set forth here.

562. Plaintiff Allen brings this claim individually and on behalf of the California Box Processor Consumer Subclass.

563. Plaintiff Allen and the other members of the California Box Processor Consumer Subclass are "consumers" as defined under the CLRA. See Cal. Civ. Code § 1761(d).

564. Intel is a "person" as defined under the CLRA. See Cal. Civ. Code § 1761(c).

565. Class Processors are "goods" as defined under the CLRA. See Cal. Civ. Code § 1761(a).

566. The CLRA proscribes "unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer." Cal. Civ. Code § 1770(a).

567. Intel engaged in unfair and deceptive acts in violation of the CLRA by the practices described above and by knowingly and intentionally concealing from Plaintiff Allen and the other members of the California Box Processor Consumer Subclass that the Class Processors suffer from the Defect (and the costs, risks, and diminished value of the Class Processors as a result of this Defect) as well as that the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors. Intel's conduct violated at least the following enumerated CLRA provisions:

568. Intel represented that the Class Processors had characteristics, uses, or benefits that they do not have, which is in violation of section 1770(a)(5). Some of these specific representations include that Intel's Raptor Lake processors "accelerate system performance," "deliver the next generation of breakthrough core performance," "optimize your gaming, content creation, and productivity," "[were] designed to handle single-threaded, lightly threaded, or burst workloads like 4K gaming and 3D design." This was untrue because the processors would become physically damaged and suffer impaired functionality with normal use.

569. Intel represented that the Class Processors were of a particular standard, quality, or grade when, in fact, they were not, which is in violation of section 1770(a)(7). Some of these specific representations include that Intel's the Class Processors "accelerate system performance," "deliver the next generation of breakthrough core performance," "optimize your gaming, content creation, and productivity," "[were] designed to handle single-threaded, lightly threaded, or burst workloads like 4K gaming and 3D design." This was untrue because the processors would become physically damaged and suffer impaired functionality with normal use.

570. Intel advertised its Class Processors with the intent not to sell them as advertised, which is in violation of section 1770(a)(9). Intel represented the performance impact of the 0x12B update would be within run-to-run variation on synthetic apps used for PC performance testing when the update causes the Class Processors to run with reduced performance.

571. Intel represented its warranty for the Class Processors conferred rights, remedies, or obligations that it does not have or involve. Specifically, Intel touted a warranty that Intel did

not honor.

572. Intel represented that its Class Processors had been supplied in accordance with a previous representation when they had not, which is in violation of section 1770(a)(16).

573. Intel's implied warranty disclaimers are unconscionable in violation of section 1770(a)(19).

574. Intel's unfair or deceptive acts or practices occurred repeatedly in its trade or business, and were capable of deceiving a substantial portion of the purchasing public.

575. Intel knew, should have known, or was reckless in not knowing that the Class Processors were defective, would fail prematurely, and were not suitable for their intended use and that the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors.

576. Intel was under a duty to Plaintiff Allen and the other members of the California Box Processor Consumer Subclass to disclose the defective nature of the Class Processors and the Defect because:

577. Intel knew of but actively concealed the Defect and that the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors from Plaintiff Allen and the California Box Processor Consumer Subclass;

578. Intel was in a superior and exclusive position to know the true facts about the Defect, which affects the central functionality of the Class Processors, and Plaintiff and the Subclass members could not reasonably have been expected to discover that the Class Processors contained the Defect until it manifested, which Intel knew; and

579. Intel made partial representations regarding the reliability and quality of the Class Processors but suppressed facts regarding the Defect.

580. The facts that Intel misrepresented to and concealed from Plaintiff Allen and the other members of the California Box Processor Consumer Subclass are material because a reasonable consumer would have considered them to be important in deciding whether to purchase their Class Processors or pay a lesser price for them.

581. The Defect affects the central functionality of the Class Processors because it can result in permanent damage to the Class Processors.

582. In failing to disclose the material Defect, Intel knowingly and intentionally concealed material facts in breach of its duty to disclose.

583. Plaintiff Allen and the other members of the California Box Processor Consumer Subclass have suffered injury in fact and actual damages resulting from Intel's material misrepresentations and omissions, including by paying an inflated purchase price for their Class Processors and incurring additional out-of-pocket expenses to deal with the Defect. Had Plaintiff Allen and the California Box Processor Consumer Subclass known about the defective nature of the Class Processors, the Defect, and that the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors, they would not have purchased their Class Processors or would have paid less in doing so.

584. As a direct and proximate result of Intel's unfair and deceptive conduct, therefore, Plaintiff Allen and the other members of the California Box Processor Consumer Subclass have been harmed.

585. Pursuant to Cal. Civ. Code § 1782(a), on March 5, 2025, Plaintiff Allen sent a demand letter to Intel notifying it of its CLRA violations and providing it with an opportunity to correct its business practices. Intel did not correct its business practices. Accordingly, Plaintiff Allen on behalf of himself and the other members of the California Box Processor Consumer Subclass, seeks monetary relief, including for actual, restitutionary, and punitive damages under the CLRA.

586. Pursuant to Cal. Civ. Code § 1780(a), Plaintiff Allen, individually and on behalf of the other members of the California Box Processor Consumer Subclass, seeks injunctive relief for Intel's violation of the CLRA.

587. Additionally, pursuant to Cal. Civ. Code §§ 1780 and 1781, Plaintiff Allen, individually and on behalf of the other members of the California Box Processor Consumer Subclass, seeks compensatory and punitive damages under the CLRA and to recover attorneys'

fees and costs.

588. Plaintiff's CLRA venue declaration is attached as Exhibit A to this complaint in accordance with Cal. Civ. Code § 1780(d).

COUNT XVII

Violation of the Song-Beverly Consumer Warranty Act for Breach of Express Warranty

(Cal. Civ. Code § 1790, *et seq*.)

(On Behalf of Plaintiff Allen and The California Box Processor Consumer Subclass)

589. Plaintiffs incorporate and re-allege each preceding paragraph as though fully set forth here.

590. Plaintiff Allen brings this claim individually and on behalf of the California Box Processor Consumer Subclass.

591. Plaintiff Allen and the other members of the California Box Processor Consumer Subclass are "buyers" within the meaning of Cal. Civ. Code. § 1791(b).

592. The Class Processors are "consumer goods" within the meaning of Cal. Civ. Code. § 1791(a).

593. Intel is a "manufacturer" of the Class Processors within the meaning of Cal. Civ. Code § 1791(j).

594. Intel made express warranties to Plaintiff Allen and the other members of the California Box Processor Consumer Subclass within the meaning of Cal. Civ. Code §§ 1791.2 & 1793.2(d).

595. Intel breached these express warranties by selling defective Class Processors that required repair or replacement within the applicable warranty period and failing to adequately repair the alleged Defect and by failing to disclose that the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors

596. Intel has failed to promptly replace the Class Processors of Plaintiff Allen, and the

proposed California Box Processor Consumer Subclass members as required under Cal. Civ. Code § 1793.2(d)(2).

597. As a direct and proximate result of Intel's breach of its express warranties, Plaintiff Allen and the California Box Processor Consumer Subclass members received goods in a condition that substantially impairs their value to Plaintiff Allen and the other California Box Processor Consumer Subclass members. Plaintiff Allen and the other members of the California Box Processor Consumer Subclass have been damaged as a result of, *inter alia*, overpaying for the Class Processors, the diminished value of the Class Processors, the Class Processors' malfunctioning, and the out-of-pocket costs incurred.

598. Pursuant to Cal. Civ. Code §§ 1793.2 & 1794, Plaintiff Allen and the other members of the California Box Processor Consumer Subclass who purchased for personal, family or household purposes are entitled to damages and other legal and equitable relief, including, at their election, the purchase price of their Class Processors or the overpayment or diminution in value of their Class Processors as well as reimbursement of out-of-pocket expenses incurred as a result of the Defect.

599. Pursuant to Cal. Civ. Code § 1794(d), (e), Plaintiff Allen and the other members of the California Box Processor Consumer Subclass are entitled to reasonable costs and attorneys' fees.

COUNT XVIII

Violation of the Song-Beverly Consumer Warranty Act for Breach of Implied Warranty

(Cal. Civ. Code § 1790, *et seq*.)

(On Behalf of Plaintiff Allen and The California Box Processor Consumer Subclass)

600. Plaintiffs incorporate and re-allege each preceding paragraph as though fully set forth here.

601. Plaintiff Allen brings this claim individually and on behalf of the California Box Processor Consumer Subclass.

602. Plaintiff Allen and the other members of the California Box Processor Consumer

Subclass are "buyers" within the meaning of Cal. Civ. Code. § 1791(b).

603. The Class Processors are "consumer goods" within the meaning of Cal. Civ. Code. § 1791(a).

604. Intel is a "manufacturer" of the Class Processors within the meaning of Cal. Civ. Code § 1791(j).

605. Intel impliedly warranted to Plaintiff Allen and the other members of the California Box Processor Consumer Subclass that the Class Processors were "merchantable" within the meaning of Cal. Civ. Code §§ 1791.1(a) & 1792.

606. Section 1791.1(a) provides that: "Implied warranty of merchantability" or "implied warranty that goods are merchantable" means that the consumer goods must meet each of the following: (a) Pass without objection in the trade under the contract description, (b) are fit for the ordinary purposes for which such goods are used, (c) are adequately contained, packaged, and labeled, and (d) conform to the promises or affirmations of fact made on the container or label.

607. The Defect in the Class Processors is present in them when sold and is substantially certain to manifest. The Class Processors would not pass without objection in the personal computer hardware trade because the Defect causes all, or substantially all, of the Processors to experience damage and require replacements, and requires the 0x12B update to protect the Class Processors from damage, which significantly decreases performance when installed in the Class Processors

608. The Defect thus affects the central functionality of the Class Processors.

609. Because the Class Processors are unfit for their ordinary purpose due to the Defect, the Class Processors are not fit for the ordinary purposes for which such Processors are used.

610. Class Processors are not adequately labeled because the labeling fails to disclose the Defect and the need for the 0x12B update to protect the Class Processors from damage which significantly decreases performance when installed in the Class Processors and does not Plaintiff Allen and the other members of the California Box Processor Consumer Subclass of the Defect.

611. Any attempt by Intel to disclaim its implied warranty obligations under the Song-

Beverly Act is ineffective due to its failure to adhere to Sections 1792.3 and 1792.4. Those sections of the Civil Code provide that, in order to validly disclaim the implied warranty of merchantability, a manufacturer must "in simple and concise language" state each of the following: "(1) The goods are being sold on an 'as is' or 'with all faults' basis. (2) The entire risk as to the quality and performance of the goods is with the buyer. (3) Should the goods prove defective following their purchase, the buyer and not the manufacturer, distributor, or retailer assumes the entire cost of all necessary servicing or repair." Cal. Civ. Code § 1792.4(a). Intel's attempted implied warranty disclaimer does not conform to these requirements.

612. The Defect and resulting need for the 0x12B update deprived Plaintiff Allen and the other members of the California Box Processor Consumer Subclass of the benefit of their bargain and has resulted in Class Processors being worth less than Plaintiff Allen and the other members of the California Box Processor Consumer Subclass members paid.

613. As a direct and proximate result of Intel's breach of its implied warranties, Plaintiff Allen and the other members of the California Box Processor Consumer Subclass received goods that contain a defect that substantially impairs their value. Plaintiff Allen and the other members of the California Box Processor Consumer Subclass have been damaged by the diminished value of the Class Processors, the Class Processors malfunctioning, out-of-pocket costs incurred, and actual and potential increased maintenance and repair costs.

614. Under Cal. Civ. Code §§ 1791.1(d) & 1794, Plaintiff Allen and the other members of the California Box Processor Consumer Subclass are entitled to damages and other legal and equitable relief, including, inter alia, benefit-of-the-bargain damages, overpayment or diminution in value of their Class Processors, and reasonable attorneys' fees and costs.

COUNT XIX

Violation of the Missouri Merchandising Practices Act ("MMPA")

(Mo. Rev. Stat. §§ 407.010, *et seq.)*

(On Behalf of Plaintiff Russell and The Missouri OEM Processor Consumer Subclass)

615. Plaintiff Russell incorporates and re-alleges each preceding paragraph as though

fully set forth here.

616. Plaintiff Russell asserts this count on behalf of herself and other members of the Missouri OEM Processor Consumer Subclass.

617. The MMPA provides that, "[t]he act use, or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice, or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise . . . is declared to be an unlawful practice." Mo. Rev. Stat.§ 407.020.1.

618. The MMPA defines an "unfair practice" as conduct that (1) offends public policy; (2) is unethical, oppressive, and unscrupulous; (3) causes a risk of substantial injury to consumers; (4) was not in good faith; (5) is unconscionable; or (6) is unlawful.15 Mo. C.S.R. § 60-8.

619. Under the MMPA, "merchandise" is defined as "any objects . . . or services." Mo. Rev. Stat. § 407.020.4.

620. The MMPA authorizes both private causes of action and class actions. Mo. Rev. Stat.§ 407.25.1-2.

621. Plaintiff Russell and the other Missouri OEM Processor Consumer Subclass members purchased "merchandise" in "trade" or "commerce" under Mo. Rev. Stat. § 407.010 when they purchased a pre-built desktop personal computer containing a Class Processor for personal, family, and/or household purposes.

622. Intel's conduct, described above, in purposefully marketing and selling the Class Processors with the Defect, was unfair and deceptive.

623. When Intel marketed the Class Processors with the Defect, it misrepresented the Class Processors' capabilities and suitability for desktop PC processor use and omitted material facts from Plaintiff Russell and members of the Missouri OEM Processor Consumer Subclass, including the presence of the Defect and the fact that consumers risked catastrophic permanent damage to their Class Processors as a result of the defect.

624. Intel's omissions were material and deceptive. Reasonable consumers consider a

processors' propensity not to develop catastrophic permanent damage that renders their desktop computers unable to perform common computer tasks to be a material aspect of their decision whether to buy a particular pre-built desktop personal computer.

625. Plaintiff Russell and members of the Missouri OEM Processor Consumer Subclass suffered an ascertainable loss in that they paid for pre-built desktop PCs that contained Class Processors that could be catastrophically and permanently damaged by the Defect, which would render their computers unusable. Indeed, Plaintiff Russell and members of the Missouri OEM Processor Consumer Subclass paid a premium for pre-built desktop personal computers that contained Intel's highest-performing desktop processors. A damaged processor cannot be depended on to reliably run common applications and perform routine computer tasks. A damaged processor cannot be repaired and must be replaced. Competing brands of processors are incompatible with Plaintiff Russell's and members of the Missouri OEM Processor Consumer Subclass's pre-built desktop personal computers.

626. Plaintiff Russell and members of the Missouri OEM Processor Consumer Subclass would not have purchased their pre-build desktop PCs containing the Class Processors, or would have paid less for them, and, thus, they did not receive the benefit of the bargain and/or suffered out-of-pocket loss.

627. Any act declared unlawful under the MMPA violates the statute even if "after the sale, advertisement or solicitation." Mo. Ann. Stat. § 407.020.

628. Intel's fraudulent representations that "Intel's internal testing comparing 0x12B microcode to 0x125 microcode – on Intel® Core™ i9-14900K with DDR5 5200MT/s memory1 - indicates performance impact is within run-to-run variation" was also a "false promise," Mo. Ann. Stat. § 407.020, because, as described *supra*¸ the microcode update significantly decreases performance when installed in the Class Processors.

629. Plaintiff Russell and the other members of the Missouri OEM Processor Consumer Subclass acted as reasonable consumers in relying on Intel's representation that the microcode update would not decrease performance, in light of all circumstances, particularly since it is the

only purported method to prevent catastrophic permanent damage to Class Processors.

630. Plaintiff Russell and members of the Missouri OEM Processor Consumer Subclass who have avoided damage to their processor as a result of the Defect (or who have valid warranty claims for replacement from third-parties) have nevertheless suffered ascertainable loss in that they must accept degraded performance from their processors in order to avoid catastrophic permanent damage to their existing or replaced processor when they paid for their pre-built personal desktop computers with the expectation that their Class Processors would deliver all of the performance Intel promised.

631. Intel's violations of the MMPA were willful and knowing.

632. Plaintiff Russell and members of the Missouri OEM Processor Consumer Subclass are entitled to relief under Mo. Rev. Stat. § 407.025, including, but not limited to, injunctive and declaratory relief, actual damages, punitive damages, and attorneys' fees and costs.

633. The claim for injunctive relief is appropriate because, among other things, Intel's misconduct is ongoing, and bringing multiple suits to recover damages for future harm will not be as plain and speedy as an order from this Court prohibiting Intel from engaging in the misconduct alleged herein.

COUNT XX

Breach of the Implied Warranty of Merchantability

(Tex. Bus. & Com. Code Ann. § 2.314)

(On Behalf of Plaintiff Gilbert and The Texas Box and Tray Processor Subclass)

634. Plaintiffs incorporate and re-allege each preceding paragraph as though fully set forth here.

635. Plaintiff Gilbert asserts this count on behalf of himself and on behalf of other members of the Texas Box and Tray Processor Subclass.

636. Intel is and was at all relevant times, a "merchant" within the meaning of Tex. Bus. & Com. Code Ann. § 2.104(a).

637. The Class Processors are and were at all relevant times "goods" within the meaning of Tex. Bus. & Com. Code Ann. § 2.105.

638. Pursuant to Tex. Bus. & Com. Code Ann. § 2.314, a warranty that the Class Processors were in merchantable condition is implied by law in the instant transactions.

639. The Class Processors, when sold, and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which PC Central Processors are used. Specifically, the Class Processors contain a Defect which risks catastrophic, permanent damage to the Class Processors during ordinary use and that the 0x12B update to protect the Class Processors from damage significantly decreases performance when installed in the Class Processors.

640. As a result of the Class Processors not being merchantable or fit for their ordinary purpose, Plaintiff Gilbert and the other members of the Texas Box and Tray Processor Subclass have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including from not receiving the benefit of their bargain in purchasing the Class Processors, and increased time and expense in dealing with mitigation and repair.

641. Intel was put on constructive notice about its breach through the numerous postings its own internet forums and on other industry-leading internet forums. Any efforts to limit the implied warranties in a manner that would exclude coverage of the Class Processors is unconscionable, and any such effort to disclaim, or otherwise limit, liability for the Class Processors is null and void.

COUNT XXI

Violation Of the Texas Deceptive Trade Practices Act

(Tex. Bus. & Com. Code Ann. § 17.41 *et seq.*)

(On Behalf of Plaintiff Gilbert and The Texas Box and Tray Processor Subclass)

642. Plaintiffs incorporate and re-allege each preceding paragraph as though fully set

forth here.

643. Plaintiff Gilbert asserts this count on behalf of himself and on behalf of other members of the Texas Box and Tray Processor Subclass.

644. The Class Processors are and were at all relevant times "goods" within the meaning of Tex. Bus. & Com. Code Ann. § 17.45(1).

645. Intel violated the Texas Deceptive Trade Practices Act by representing to consumers that its Class Processors were reliable, and performed in accordance with their advertised specifications when, in fact, that was not the case as described in detail throughout this Complaint.

646. Intel pursued unconscionable actions by, *inter alia*, (i) continuing to sell Class Processors with the Defect while knowing about the Defect without making appropriate disclaimers to consumers and (ii) representing that the 0x12B update to protect the Class Processors from damage would not reduce Class Processor performance, when, as described above, the microcode update significantly reduces performance.

647. In making and disseminating the statements alleged herein. Intel knew, or should have known, its advertisements were untrue and misleading in violation of Texas law. Intel failed to disclose material information concerning the Class Processors' Defect, which Intel knew at the time it offered the Class Processors for sale. Intel's failure to disclose information about the Defect at the time of the sale was intended to induce the members of the Texas Box and Tray Processor Subclass into transaction which that Subclass would not have entered had the information been disclosed.

648. Plaintiff Gilbert and the other members of the Texas Box and Tray Processor Subclass based their purchasing decisions on Intel's omitted material facts. The revenue attributable to products sold in those false and misleading advertisements likely amounts to hundreds of millions of dollars. Plaintiff Gilbert and the other members of the Texas Box and Tray Processor Subclass were injured in fact and lost money and property as a result.

COUNT XXII

Violation of the Magnuson-Moss Warranty Act

(15 U.S.C. §§ 2301, *et seq.*)

(On Behalf of All Box Processor Consumer Plaintiffs, Individually)

649. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

650. Consumer Plaintiffs bring this cause of action individually.

651. This Court has jurisdiction to decide claims brought under 15 U.S.C. § 2301 by virtue of 28 U.S.C. § 1367.

652. Consumer Plaintiffs are "consumers" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

653. Intel is a "supplier" and "warrantor" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. 2301(4)-(5).

654. The Class Processors are "consumer products" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

655. 15 U.S.C. § 2301(d)(1) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with a written warranty.

656. In its Limited Warranty, Intel expressly warranted that the Class Processors " will materially conform to Intel's publicly available specifications, and if the Product is properly used and installed, it will be free from material defects in material and workmanship" and, "[i]f the Product fails to conform to the . . . Limited Warranty during the warranty period," Intel would repair, replace or refund the value of any Class Processors at the time of the warranty claim.

657. Intel's Limited Warranty is a written warranty within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). The Class Processors' implied warranty of merchantability is covered by 15 U.S.C. § 2301(7).

658. With respect to Plaintiffs' purchases of the Class Processors, the terms of Intel's written warranty and implied warranty became part of the basis of the bargain between Intel, on

the one hand, and Plaintiffs, on the other.

659. Intel's attempt to disclaim implied warranties is legally ineffective because Intel provided a written warranty pursuant to 15 U.S.C. § 2308.

660. Intel breached the implied warranty of merchantability. Without limitation, the Class Processors sold before August 2024 have the Defect that causes irrepealable damage to the Class Processors and those Class Processors sold after August 2024 have the microcode that reduces Class Processor performance below Intel's publicly available specifications, as described above, and which thus render the Class Processors unmerchantable.

661. Intel breached its express Limited Warranty by refusing to replace the defective Class Processors. Plaintiffs presented their Processors for replacement and Intel failed to remedy the Defect, whether by refusing to replace the Processors or by providing Processors that still contained the Defect, or which performed below Intel's publicly available specifications or otherwise.

662. Plaintiff Wolven notified Intel of the Defect on January 29, 2024.

663. Plaintiff Gilbert notified Intel of the Defect in October 2024.

664. Intel was also provided notice of the Defect through thousands of consumer complaints and RMA requests. Intel has not remedied the breach.

665. Intel has failed to provide an adequate warranty replacement for the Defect for both Plaintiffs Gilbert and Wolven., thus rendering the satisfaction of any notice requirement futile.

666. As stated above, customers that have presented their Processors for warranty replacement have simply been provided with replacement processors that were also defective or which have the microcode that reduces Class Processor performance below Intel's publicly available specifications, as described above.

667. There are numerous internet forum posts describing the futility of attempting a return (RMA) with Intel for the Class Processors. For example, the website Extreme Tech reported

on August 2, 2023, "Intel Extends Raptor Lake CPU Warranty, Screws Up RMA."[48] Reddit includes numerous posts of users complaining that they were unsuccessful when attempting an RMA. One such post is entitled, "Intel has denied two of my 14900K RMAs (instability) and stated they will confiscate or destroy them if I proceed with the warranty process."[49] This post received over 5,300 upvotes on Reddit, meaning that the post has been seen at least that many times. Another Reddit post revealed that Intel was out of replacement processors and "if you were planning to start your RMA process, you might as well get it started now and get in line" because it would take a long time to receive a replacement.[50] Tom's Hardware, a popular tech news website, reported "Intel reportedly denies RMA for crashing Core i9-14900K CPU due to liquid metal thermal paste usage."[51]

668. At the time of sale of each Class Processor, Intel knew, should have known, or was reckless in not knowing of the Class Processors' inability to perform as warranted, but nonetheless failed to rectify the situation and/or disclose Defect. Under the circumstances, the remedies available under any informal settlement procedure would be inadequate and futile, and any requirement that Plaintiffs resort to an informal dispute resolution procedure and/or afford Intel a reasonable opportunity to cure its breach of warranties is excused and thus deemed satisfied.

669. The amount in controversy of each Consumer Plaintiffs' individual claims meet or exceed the sum of $25.

COUNT XXIII

Fraud By Omission or Fraudulent Concealment

(On Behalf of All Plaintiffs, Individually and On Behalf of The Box and Tray Processor Class, and the Missouri OEM Processor Class, or, in the Alternative, On Behalf of All Subclasses)

670. Plaintiffs reallege and incorporate by reference all allegations of the preceding

[48] https://www.extremetech.com/computing/intel-extends-raptor-lake-cpu-warranty-screws-up-rma
[49] https://www.reddit.com/r/hardware/comments/1ei1zvm/intel_has_denied_two_of_my_14900k_rmas/
[50] https://www.reddit.com/r/intel/comments/1f86w3n/intel_currently_out_of_replacements_for_defective/
[51] https://www.tomshardware.com/pc-components/cpus/intel-reportedly-denies-rma-for-crashing-core-i9-14900k-cpu-due-to-liquid-metal-thermal-paste-usage-liquid-metal-erased-the-markings-and-serial-number-on-the-cpu

paragraphs as though fully set forth herein.

671. Plaintiffs bring this cause of action on behalf of themselves and on behalf of both the Box and Tray Processor Class and the Missouri OEM Processor Class, against Intel as there are no true conflicts among the states' laws of fraudulent concealment/omission. Intel is liable for both fraudulent concealment and non-disclosure, including the resultant fraudulent inducement. In the alternative, Plaintiffs bring this claim on behalf of each of the State Subclasses, against Intel.

672. Intel distributed and sold the Class Processors in all states. Intel also drafted, distributed, and disseminated the same advertising materials in all states, including on the website it maintained to advertise the Class Processors. Those materials omitted any mention of the Defect and its associated risk of irreparable damage to the Class Processors.

673. Intel knew that the Class Processors suffered from the Defect, were defectively manufactured and were not suitable for their intended use.

674. Intel concealed from and failed to disclose to Plaintiffs and Class Members the defective nature of the Class Processors.

675. Intel was under a duty to Plaintiffs and Class Members to disclose the defective nature of the Class Processors because:

676. Defendant was in a superior position to know the true state of facts about the Defect contained in the Class Processors;

677. The omitted facts were material because they directly impact the reliability, fitness for particular purpose and value of the Class Processors;

678. Intel knew the omitted facts regarding the Defect were not known to or reasonably discoverable by Plaintiffs and Class Members;

679. Intel made partial disclosures about the quality of the Class Processors without revealing their true defective nature; and,

680. Intel actively concealed the defective nature of the Class Processors from Plaintiffs and Class Members.

681. The facts concealed or not disclosed by Intel to Plaintiffs and the other Class

Members are material in that a reasonable person would have considered them to be important in deciding whether to purchase or lease the Class Processors or pay a lesser price for them. A Defect which can cause irreparable damage to a Processor is a material concern to any reasonable person. Had Plaintiffs and Class Members known about the defective nature of the Class Processors, they would not have purchased the Class Processors or would have paid less for them.

682. Intel concealed or failed to disclose the true nature of the manufacturing defects contained in the Class Processors to induce Plaintiffs and Class Members to act thereon. Plaintiffs and the other Class Members justifiably relied on Intel's omissions to their detriment. This detriment is evident from Plaintiffs' and Class Members' purchase of Intel's defective Class Processors.

683. Intel continued to conceal the defective nature of the Class Processors even after Class Members began to report the problems. Indeed, Intel continues to cover up and conceal the true nature of the problem today.

684. As a direct and proximate result of Intel's misconduct, Plaintiffs and Class Members have suffered and will continue to suffer actual damages. Plaintiffs and the Class reserve their right to elect either to (a) rescind their purchase of the defective Processors and obtain restitution or (b) affirm their purchase of the defective Class Processors and recover damages.

685. Intel's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and the Class's rights and well-being to enrich Intel. Intel's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT XXIV

Unjust Enrichment

(In the Alternative to All Other Claims)

(On Behalf of All Plaintiffs, Individually and On Behalf of All State Subclasses)

686. Plaintiffs incorporate by reference each preceding paragraph as though fully set

forth herein.

687. Plaintiffs bring this claim under the laws of their respective home states, individually and on behalf of their respective State Subclasses.

688. This claim is pleaded in the alternative to the other claims set forth herein.

689. As the intended and expected result of its conscious wrongdoing, Intel has profited and benefited from the purchase of Class Processors that contain the Defect.

690. In particular, the value of the Class Processors was artificially inflated by Intel's concealment of the Defect, and Plaintiffs and Class Members have overpaid for the Class Processors and have been forced to pay other costs.

691. As a result of its wrongful acts, concealments, and omissions of the Defect in its Class Processors, as set forth above, Intel charged higher prices for their Class Processors than the Processors' true value. Plaintiffs and Class Members paid a higher price for their Processors to Intel's authorized distributors and to OEM Manufacturers, from whom Intel receives monetary benefits.

692. Intel has voluntarily accepted and retained these profits and benefits, knowing that, as a result of its misconduct alleged herein, Plaintiffs and the Class Members were not receiving Class Processors of the quality, nature, fitness, reliability, or value that Intel had represented and that a reasonable purchaser would expect. Plaintiffs and the Class Members expected that when they purchased a Class Processor, it would not contain a Defect that makes the Processor unreliable and requires the installation of a microcode to prevent damage that reduces Processor performance.

693. Plaintiffs and all Class members were not aware of the true facts about the Class Processors and did not benefit from Intel's conduct.

694. Intel has been unjustly enriched by its deceptive, wrongful, and unscrupulous conduct and by its withholding of benefits and monies from Plaintiffs and Class Members rightfully belonging to them.

695. Equity and good conscience militate against permitting Intel to retain these profits and benefits from its wrongful conduct.

696. As a result of Intel's unjust enrichment, Plaintiffs and Class Members have suffered damages and are entitled to restitution and/or disgorgement of the profits Intel obtained as a result of its unjust conduct.

697. Additionally, Plaintiffs seek injunctive relief to compel Intel to provide all Class members with replacement processors that do not contain the defects alleged herein; and/or compelling Intel to reform its warranty, in a manner deemed to be appropriate by the Court, to cover the injury alleged and to notify all Class Members that such warranty has been reformed. Money damages are not an adequate remedy for the above requested non-monetary injunctive relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, respectfully request that this Court enter judgment against Intel and in favor of Plaintiffs and the respective class and award the following relief:

A. An order certifying this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure, declaring Plaintiffs as the representative of the Classes and Subclasses described herein, and Plaintiffs' Counsel as counsel for the Classes and Subclasses described herein;

B. An order awarding declaratory relief and enjoining Intel from continuing the unlawful, deceptive, fraudulent, harmful, and unfair business conduct and practices alleged in this Complaint;

C. Injunctive and equitable relief in the form of a comprehensive program to repair or replace the Class Processors, and/or buy back all Class Processors, and to fully reimburse and make whole all members of the Classes and Subclasses described herein for all costs and economic losses;

D. A declaration that Intel is financially responsible for all class notice and the

administration of class relief;

E. An order awarding costs, restitution, disgorgement, punitive damages, treble damages, and exemplary damages under applicable law, and compensatory damages for economic loss, overpayment damages, and out-of-pocket costs in an amount to be determined at trial;

F. An order awarding any applicable statutory and civil penalties, including trebling of damages for appropriate subclasses;

G. An order requiring Intel to pay both pre- and post-judgment interest on any amounts awarded;

H. An award of costs, expenses, and attorneys' fees as permitted by law; and,

I. Such other or further relief as the Court may deem appropriate, just, and equitable.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs and all classes alleged herein demand a trial by jury of any and all issues in this action so triable of right.

Dated: March 27, 2025

Respectfully submitted,

COOCH AND TAYLOR, P.A.

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