

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

AARON LIEBMAN, and MARTHA  
LIEBMAN, each individually, and on behalf  
of all others similarly situated,

Plaintiffs,

v.

GN HEARING CARE CORP. d/b/a  
BELTONE ELECTRONICS, a California  
corporation,

Defendant.

Case No. 2022CH10286

CLASS ACTION

**CLASS ACTION COMPLAINT FOR DAMAGES AND  
INJUNCTIVE RELIEF, AND DEMAND FOR JURY TRIAL**

Plaintiffs Aaron Liebman, and Martha Liebman, individually and on behalf of the Classes defined herein, bring this Class Action Complaint against Defendant GN Hearing Care Corp. d/b/a Beltone Electronics, including its subsidiaries, assigns, agents and representatives, and anyone acting or purporting to act on its behalf in the sale of Beltone hearing aids (“Beltone” or “Defendant”), for violations of state consumer fraud statutes, as well as breach of contract and breach of warranties. Plaintiffs allege the following upon personal knowledge, investigation of counsel, and information and belief.

**NATURE OF THE ACTION**

1. This case arises out of Defendant’s unlawful, unfair, and deceptive practices with respect to the marketing and sale of its hearing aids (the “Products”).
2. Defendant, on its own behalf and through its agents, subsidiaries, and contractors, markets and sells its hearing aids—both implicitly and explicitly—as including “free”

manufacturer's warranties, as well as "free" loss, damage, and theft coverage (the "Free Warranty Coverage").

3. Contrary to its Free Warranty Coverage representations, customers who purchase Defendant's Products and make warranty or repair claims are required to pay a deductible, meaning that they must pay for some or all repairs out of pocket.

4. Defendant never states or discloses that there will be out of pocket expenses associated with a warranty or repair claim (the "Omission").

5. Defendant is able to charge more for its Products and sell additional Products based on the promise of Free Warranty Coverage, and the Free Warranty Coverage constitutes a material purchase term.

6. Plaintiffs bring this case to put an end to Defendant's deceptive practices nationwide, and to obtain relief for the injuries that they themselves and those similarly situated have suffered.

### **PARTIES**

7. Plaintiff Aaron Liebman is a natural person and citizen of New Mexico.

8. Plaintiff Martha Liebman is a natural person and citizen of New Mexico.

9. Defendant GN Hearing Care Corporation is a Delaware corporation with its headquarters located in Glenview, Illinois. GN Hearing Care Corporation does business in Illinois as, *inter alia*, Beltone Electronics and Beltone. Beltone conducts business throughout this County, the State of Illinois, and the United States.

### **JURISDICTION AND VENUE**

10. Beltone's headquarters is located in Illinois and the Court thus has personal jurisdiction over Defendant pursuant to 735 ILCS 5/2-209(b)(4) because Beltone does business within this state.

11. Venue is proper in Cook County because Defendant conducts business transactions in Cook County and the causes of action arose, in part, in Cook County.

**COMMON FACTUAL ALLEGATIONS**

1. ***Beltone Sells Its Products Through a Network of Care Centers***

12. Beltone hearing aids are expensive, costing hundreds or even thousands of dollars per device.

13. Beltone sells its hearing aids through a network of more than 1,500 Beltone locations throughout the United States.<sup>1</sup> Beltone refers to these retail locations as its “Hearing Care Centers.”

14. Beltone is responsible for the conduct of its Hearing Care Centers.

15. When customers purchase Products from Beltone Hearing Care Centers, they are informed and believe that they are purchasing Products from Beltone.

16. Beltone controls the manner and method by which the Beltone Hearing Care Centers market and sell its Products.

17. The Beltone Hearing Care Centers are able to contractually bind Beltone through the selling of warranties that are included in the price of the Products sold by the Hearing Care Centers.

18. Additionally, Beltone, through its website and printed marketing materials, demonstrates that the Beltone Hearing Care Centers are part of and synonymous with Beltone. Among other things, Beltone states that the Hearing Care Centers as part of “*our* team,” and that “*we’ll* also be available after your purchase” for support (emphases added).

19. Beltone makes other express representations regarding its Hearing Care Centers,

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<sup>1</sup> See <https://www.beltone.com/en-us/locator>

including:

- “At each Beltone location you’ll find personalized care from a knowledgeable hearing care professional.”<sup>2</sup>;
- At every Beltone location, “[o]ur team will explain everything you need to know about our state-of-the-art hearing aids, smartphone apps, and hearing accessories.”<sup>3</sup>; and
- “We’ll also be available after your purchase with ongoing care and world-class support.”<sup>4</sup>

20. Beltone informs potential customers that they “can count on Beltone whenever and wherever” they go, because “Beltone isn’t just a big box store or an online call center, but a nationwide network of more than 1,500 local Hearing Care Centers with people who are ready and willing to support your journey to better hearing.”<sup>5</sup>

21. Beltone’s descriptions of its Hearing Care Centers would lead a reasonably prudent person to believe that the Hearing Care Centers are a part of Beltone, or at least authorized to act on Beltone’s behalf.

**2. *Beltone Falsely Represents that it Provides Warranty and Loss Coverage***

22. Beltone advertises that hearing aids come with both a “standard manufacturer’s warranty” as well as “[l]ost, stolen, damaged coverage.”<sup>6</sup>

23. Beltone’s advertising materials fail to state that Beltone’s warranties are subject to

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<sup>2</sup> *Id.*

<sup>3</sup> *Id.*

<sup>4</sup> *Id.*

<sup>5</sup> <https://www.beltone.com/en-us/why-beltone>

<sup>6</sup> See <https://www.beltone.com/en-us/blog/2016/may/hearing-aid-warranties-3-things-to-consider>

deductibles, such that customers will be required to pay all or a portion of their warranty repairs out of pocket.

24. Beltone's promise of Free Warranty Coverage is false and misleading.

25. When consumers, including Plaintiffs and Class members, submit a warranty claim or a Product for repair, they are told for the first time that the warranty claim is subject to a deductible and/or that they must pay for their repairs out of pocket.

26. Defendant knew or should have known that reasonable consumers would consider as material whether Defendant provides warranty coverage, including whether such coverage is subject to a deductible and/or requires out of pocket payments by the consumer.

27. Defendant made material misrepresentations and omissions regarding the extent of its warranty coverage with the intent to defraud consumers in that, among other things, consumers would be less likely to purchase Beltone hearing aids or to purchase them at the stated prices if they knew that Beltone's warranty coverage was not as it was represented to be.

28. Plaintiffs and Class members suffered damage in purchasing Defendant's Products, including based on the purchase price paid for their hearing aids, and the difference between what was represented and what was received.

**PLAINTIFFS PURCHASED DEFENDANT'S PRODUCTS AND WERE INJURED**

29. Mr. Liebman purchased a Beltone hearing aid on August 9, 2017 from a Beltone provider in Santa Fe, New Mexico pursuant to a purchase agreement.

30. Ms. Liebman purchased a Beltone hearing aid on August 30, 2017 from a Beltone provider in Santa Fe, New Mexico pursuant to a purchase agreement (collectively, Mr. and Ms. Liebman's purchase agreements shall be referred to as the "Agreements").

31. The Agreements provide for a "Warranty" of three years, along with "Loss and Damage" coverage of three years.

32. The Agreements do not contain any limitations to the warranty or loss and damage coverage, nor do they mention a deductible or a deductible amount for warranty repairs or replacements.

33. Mr. Liebman received marketing materials from Beltone along with his SilverScript Medicare Part D prescription drug plan. These marketing materials advertise a “[t]hree-year manufacturer repair warranty (with one-time lost, stolen and damaged coverage)”. *See Hearing Aid Discount Program from Beltone*, a copy of which is attached hereto as Ex. A.

34. Ms. Liebman also received marketing materials from Beltone along with her Blue Cross Blue Shield insurance plan that—like the Agreements—advertise a “FREE Three-year manufacturer’s warranty” and “FREE Three-year loss, stolen and damage coverage”. *See Beltone Blue Cross Blue Shield – Anthem Special Offers*, a copy of which is attached hereto as Ex. B.

35. Like the Agreements, the marketing materials do not mention a deductible or any limitations on the purported three-year warranty.

36. The Agreements and marketing materials promised Free Warranty Coverage to Plaintiffs.

37. Both Mr. Liebman and Ms. Liebman were enticed to purchase Beltone hearing aids by the promises of Free Warranty Coverage.

38. Despite the clear absence of limitations on the warranty Beltone provides, Beltone did not live up to its promises of Free Warranty Coverage.

39. On April 15, 2019, Mr. Liebman was informed by a Beltone provider that a \$200 repair to his Beltone hearing aid was subject to a \$300 deductible, and that he would need to pay for the repair out of pocket.

40. Similarly, in early June 2019, Ms. Liebman was informed by a Beltone provider that repairs to her Beltone hearing aid were also subject to a \$300 deductible, meaning that she would need to pay up to \$300 for her repairs out of pocket.

41. In September 2020, Ms. Liebman paid a \$300 deductible for repairs to a hearing aid that, according to the Beltone representative in Albuquerque, New Mexico, was still under warranty.

42. Mr. Liebman and Ms. Liebman were injured in that they would not have purchased Beltone hearing aids, or they would not have paid the same amount for their Beltone hearing aids, in the absence of Beltone's representations regarding the Free Warranty Coverage.

43. Mr. Liebman and Ms. Liebman were damaged in the amount of their purchase price of their Beltone hearing aids, or the price difference between what they paid and the value of their hearing aids without the promised Free Warranty Coverage.

#### **CLASS ALLEGATIONS**

44. **Class Definitions:** Plaintiffs bring this action pursuant to 735 ILCS 5/2-801, *et seq.*, on behalf of themselves individually and the following Class and Subclasses of similarly situated individuals, defined as follows:

##### **The "Class" (all Plaintiffs)**

All residents of the United States who, within the relevant statute of limitations periods to the date of class certification of this action, purchased a Beltone hearing aid in the United States with Free Warranty Coverage.

##### **The "New Mexico Subclass"**

All individuals in New Mexico who, from the date four years prior to the date of the filing of this action to the date of class certification of this action, purchased a Beltone hearing aid in New Mexico with Free Warranty Coverage.

Excluded from the Class are: (1) any Judge or Magistrate presiding over this action and members of their families; (2) Defendant, Defendant's subsidiaries, parents, successors, predecessors, and

any entity in which the Defendant or its parents have a controlling interest and their current or former employees, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiffs' counsel and Defendant's counsel; and (6) the legal representatives, successors, and assigns of any such excluded persons.

45. Plaintiffs reserve the right to amend or otherwise alter the class definition presented to the Court at the appropriate time, or to propose or eliminate sub-classes, in response to facts learned through discovery, legal arguments advanced by Defendant, or otherwise.

46. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

47. **Numerosity:** The exact size of the Class is unknown and not available to the Plaintiffs at this time, but it is clear that individual joinder is impracticable. On information and belief, Class members number in the thousands. The Products are marketed and sold throughout Illinois, New Mexico, and the United States.

48. **Common Questions Predominate:** Common questions of law and fact exist as to all Class members and predominate over questions affecting only individual Class members.

Such common questions of law or fact include, *inter alia*:

- a. Whether Defendant's representations and omissions are, or any single representation or omission is, false, misleading and/or deceptive;
- b. Whether Defendant engaged in unlawful, unfair, or deceptive business practices in its advertising and/or sales of its products;
- c. Whether Defendant committed a breach of express warranty;



- d. Whether Plaintiffs and the Class are entitled to equitable and/or injunctive relief;
- e. Whether Plaintiffs and the Class were injured as a result of Defendant's unlawful conduct;
- f. The proper measure of damages sustained by Plaintiffs and the Class; and
- g. Whether Defendant was unjustly enriched.

49. Defendant engaged in a common course of conduct giving rise to the legal rights sought to be enforced by Plaintiffs, individually and on behalf of the other Class members. Similar or identical statutory and common law violations, business practices, and injuries are involved. Individual questions, if any, pale in comparison, in both quality and quantity, to the numerous common questions that dominate this action.

50. **Typicality**: Plaintiffs' claims are typical of the claims of the members of the Class they seek to represent because Plaintiffs, like the Class members, purchased Defendant's products. Defendant's unlawful, unfair and/or fraudulent actions concern the same business practices described herein irrespective of where they occurred or were experienced. Plaintiffs and the Class sustained similar injuries arising out of Defendant's conduct. Plaintiffs' and Class Member's claims arise from the same practices and course of conduct and are based on the same legal theories.

51. **Adequacy**: Plaintiffs are adequate representatives of the Class they seek to represent because their interests do not conflict with the interests of the members of the Class. Plaintiffs will fairly and adequately protect the interests of the members of the Class and have retained counsel experienced and competent in the prosecution of complex class actions, including complex questions that arise in consumer protection litigation.

52. The prerequisites to maintaining a class action for injunctive or equitable relief pursuant to 735 ILCS 5/2-801, *et seq.* are met as Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive or equitable relief with respect to the Class as a whole.

53. The prerequisites to maintaining a class action pursuant to 735 ILCS 5/2-801, *et seq.* are also met as questions of law or fact common to Class members predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

54. **Superiority and Substantial Benefit:** A class action is superior to other methods for the fair and efficient adjudication of this controversy, since individual joinder of all members of the Class is impracticable and no other group method of adjudication of all claims asserted herein is more efficient and manageable for at least the following reasons:

- a. The common claims presented in this case predominate over any questions of law or fact, if any exist at all, affecting any individual member of the Class;
- b. Absent a class action, the members of the Class will continue to suffer damage and Defendant's unlawful conduct will continue without remedy while Defendant profits from and enjoys its ill-gotten gains;
- c. Given the size of individual Class members' claims, few, if any, members could afford to or would seek legal redress individually for the wrongs Defendant committed against them, and absent members have no substantial interest in individually controlling the prosecution of individual actions;
- d. When the liability of Defendant has been adjudicated, claims of all members of the Class can be administered efficiently and/or determined uniformly by the

Court; and

e. This action presents no difficulty that would impede its management by the Court as a class action, which is the best available means by which Plaintiffs and members of the Class can seek redress for the harm caused to them by Defendant.

55. Even if members of the Class could sustain such individual litigation, it would not be preferable to a class action because individual litigation would increase the delay and expense to all parties due to the complex legal and factual controversies presented in this Complaint. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. Economies of time, effort, and expense will be fostered and uniformity of decisions will be ensured.

56. Plaintiffs and Plaintiffs' counsel are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

**CAUSES OF ACTION**

**COUNT I**

**Violation of the New Mexico Unfair Practices Act,  
NMSA §§ 57-12-1 *et seq.* (on behalf of Plaintiffs and the New Mexico Subclass)**

57. Plaintiffs re-allege and incorporate by reference the allegations contained in the preceding paragraphs of this complaint, as though fully set forth herein.

58. This is an action for damages pursuant to Chapter 57, Article 12 NMSA 1978, the New Mexico Unfair Practices Act ("NMUPA").

59. At all times material hereto, Plaintiffs and members of the New Mexico Subclass were "persons" within the meaning of the NMUPA, and Defendant has engaged in "trade" or "commerce" within the meaning of the NMUPA. NMSA §§ 57-12-2 (A) and (C).

60. Section 57-12-10 of the NMUPA allows persons, including the New Mexico Plaintiffs and Subclass Members, to bring private causes of action for commission of unfair or deceptive trade practices in violation of the NMUPA.

61. Section 57-12-2 (D) of the NMUPA imposes a duty on Beltone to refrain from engaging in a “false or misleading oral or written statement, visual description or other representation of any kind knowingly made in connection with the sale, lease, rental or loan of goods or services . . . in the regular course of [its] trade or commerce, that may, tends to or does deceive or mislead any person . . .” including Plaintiffs and Class Members.

62. The NMUPA specifies that an unfair or deceptive trade practice may include:

(5) representing that goods or services have . . . characteristics . . . [or]

benefits . . . that they do not have . . . ;

...

(11) making false or misleading statements of fact concerning the price of . . .

services . . . ;

... [and]

(17) failing to deliver the quality or quantity of goods or services contracted for[.]

NMSA § 57-12-2.

63. As alleged above, Defendant misrepresented the extent of its warranty coverage, including by omitting that its purported warranties were subject to substantial deductibles.

64. Defendant’s failure to disclose that hearing aid repairs would be subject to a substantial out-of-pocket payment, in light of the representations made about the included warranty and loss-damage protection being “free” was, and is, a deceptive practice in violation of the NMUPA, because it is a false or misleading oral or written statement or other representation

that Defendant knowingly made in connection with the sale of its hearing aids that may, tends to, or does, deceive or mislead any person, in violation of the NMUPA. The deception, fraud, false pretense, false promise, misrepresentation, concealment, suppression or omission of material facts alleged herein occurred in connection with Defendant's conduct of trade or commerce in New Mexico.

65. Further, by stating that its hearing aids had "free" or "included" warranty coverage, Defendant violated the NMUPA by representing that its hearing aids had characteristics or benefits that they did not have; by making false or misleading statements of fact concerning what was included in the price of its hearing aids; and by failing to deliver the quality of services contracted for with Plaintiffs and members of the New Mexico Subclass by means of their hearing aid transactions with Defendant.

66. As a result of the foregoing, Defendant charged the Plaintiffs and New Mexico Subclass members for hearing aids at prices that were misleading and not what they reasonably appeared to be, thereby proximately causing them financial injury, including actual damages.

67. Defendant's conduct, described above, was and is likely to mislead—and Defendant intended to mislead and deceive—reasonable consumers, and Plaintiffs and the New Mexico Subclass were misled and deceived.

68. Defendant is aware that the representations and omissions it has made about the hearing aids and warranties were and continue to be false and misleading.

69. Defendant's unfair and deceptive acts or practices were the foreseeable and actual cause of Plaintiffs and New Mexico Subclass members suffering actual damage.

70. Plaintiffs and the New Mexico Subclass suffered injury in fact and lost money as a result of purchasing Beltone hearing aids due to Defendant's unlawful, unfair, and deceptive

conduct.

71. Plaintiffs and the New Mexico Subclass were injured through their purchase of Beltone hearing aids, including because they would not have purchased Beltone hearing aids on the same terms if they had known that the Free Warranty Coverage representations were untrue; they paid a price premium for the hearing aid based on Beltone's representations; and they purchased a product that did not live up to Defendant's representations.

72. Accordingly, as a result the Defendant's unlawful conduct under the New Mexico Unfair Practices Act, Plaintiffs and each New Mexico Subclass member suffered a loss of money.

73. Plaintiffs, individually, and on behalf of each member the New Mexico Subclass, seek to recover actual damages from Defendant, in an amount to be determined at trial.

74. Plaintiffs also seek equitable and injunctive relief to stop Defendant's misconduct, as complained of herein, and to seek restitution of the amounts Defendant acquired through the unfair, unlawful, and fraudulent business practices described herein, including based on a refund of the purchase price each New Mexico Subclass member paid for their Beltone hearing aid.

## **COUNT II**

### **Breach of Contract (on behalf of Plaintiffs and the Class)**

75. Plaintiffs re-allege and incorporate by reference the allegations contained in the preceding paragraphs of this complaint, as though fully set forth herein.

76. Plaintiffs and Class members contracted with Defendant to purchase their Beltone hearing aids.

77. The hearing aid purchase contracts between Defendant and Plaintiffs and Class members contained provisions regarding warranty coverage, as well as loss/damage coverage for the hearing aids purchased by Plaintiffs and Class members.

78. The warranty and loss/damage coverage provisions were material terms of the contracts between Defendant and Plaintiffs and Class members.

79. The hearing aid purchase contracts *did not* contain provisions regarding repair deductibles or other similar limitations to the warranty coverage provided under the hearing aid purchase contracts.

80. Plaintiffs and Class members paid the purchase price and in all other material aspects performed their obligations under the hearing aid purchase contracts.

81. Defendant breached its obligations under the hearing aid purchase contracts when it sought to obtain payment for repairs under the guise of a “deductible,” when no deductible or any other similar limitation was mentioned or contemplated by the hearing aid purchase contracts.

82. Plaintiffs and Class members were injured by Defendant’s breach.

83. Plaintiffs and the Class were injured by Defendant’s breach of the hearing aid purchase agreement because they had to pay for repairs that should have been covered pursuant to the terms of the hearing aid purchase agreement.

84. Additionally, Plaintiffs and the Class were injured because they would not have purchased Beltone hearing aids on the same terms if they had known that Defendant’s warranty representations were untrue; they paid a price premium for the hearing aid based on Beltone’s warranty representations; and they purchased a product that did not live up to these representations.

85. Plaintiffs and the Class suffered actual and consequential damages in an amount to be proved at trial.

**COUNT III**  
**Breach of Express Warranty (on behalf of Plaintiffs and the Class)**

86. Plaintiffs re-allege and incorporate by reference the allegations contained in the preceding paragraphs of this complaint, as though fully set forth herein.

87. Defendant is a merchant of hearing aids.

88. By advertising and selling the hearing aids at issue, Defendant makes and made promises and affirmations of fact as described herein. These promises and advertising constitute express warranties and became part of the basis of the bargain between each Class member and the Defendant.

89. Defendant, through its Purchase Agreements and advertising, created express warranties that Beltone would cover repairs to its hearing aids without any further out of pocket expense borne by the purchaser.

90. The express warranties specifically relate to the goods being sold.

91. Despite expressly warranting that its “manufacturer’s warranty” and “loss, stolen and damage coverage” were “FREE”, with the purchase of Beltone hearing aids, Beltone fails to live up to the warranties. Beltone’s hearing aids are not what Defendant represented them to be.

92. Accordingly, Defendant breached its express warranties about its hearing aid repairs and loss/damage coverage because Beltone does not conform to its affirmations and promises regarding the its repair and loss/damage coverage.

93. Plaintiffs provided Defendant with pre-suit notice of the breach of warranty.

94. Plaintiffs and members of the Class purchased Beltone hearing aids.

95. As a direct and proximate result of Defendant’s breach of express warranty, Plaintiffs and members of the Class were harmed, including because they would not have purchased Beltone hearing aids on the same terms; and they paid a price premium for Beltone hearing aids.



96. Further, Plaintiffs and members of the Class have suffered and continue to suffer economic losses and other general and specific damages including, but not limited to, the amounts paid for Beltone hearing aids, and any interest that would have accrued on those monies, in an amount to be proven at trial.

**COUNT IV**

**Breach of Implied Warranty (on behalf of Plaintiffs and the Class)**

97. Plaintiffs re-allege and incorporate by reference the allegations contained in the preceding paragraphs of this complaint, as though fully set forth herein.

98. There was an implied warranty of merchantability that accompanied each retail sale of the Products and Defendant did not specifically disclaim such warranty.

99. As described herein, Defendant impliedly warranted that purchases of its Products included Free Warranty Coverage.

100. Defendant breached the warranty implied in the contract for the sale of the Products because the Products: (i) cannot pass without objection in the trade under the contract description; (ii) were not of fair average quality within the Product description; (iii) were not adequately labeled; and (iv) did not conform to Defendant's representation that they included Free Warranty Coverage. As a result, Plaintiffs and Class members did not receive the goods as impliedly warranted by Defendant to be merchantable.

101. Plaintiffs and Class members purchased the Products in reliance on Defendant's skill and reputation and the implied warranties.

102. The Products were not altered by Plaintiffs or Class members.

103. As a direct and proximate cause of Defendant's breach of implied warranty, Plaintiffs and members of the Class were harmed in the amount of the purchase price they paid for the Products. Further, Plaintiffs and members of the Class have suffered and continue to

suffer economic losses and other general and specific damages including, but not limited to, the amounts paid for the Products, and any interest that would have accrued on those monies, in an amount to be proven at trial.

**COUNT V**  
**Unjust Enrichment (on behalf of Plaintiffs and the Class)**

104. Plaintiffs re-allege and incorporate by reference the allegations contained in the preceding paragraphs of this complaint, as though fully set forth herein.

105. Defendant has been unjustly enriched to Plaintiffs' and Class members' detriment as a result of its unlawful and wrongful retention of money conferred by Plaintiffs and Class members such that Defendant's retention of their money would be inequitable.

106. By purchasing Beltone hearing aids, Plaintiffs and members of the Class conferred a benefit on Defendant in the form of the purchase price of Beltone hearing aids.

107. Defendant had knowledge of such benefits.

108. Defendant appreciated the benefit because, were consumers not to purchase Beltone hearing aids, Defendant would not generate revenue from the sales of Beltone hearing aids.

109. Defendant's acceptance and retention of the benefit conferred by Plaintiffs and Class members is inequitable and unjust because the benefit was obtained by Defendant's fraudulent and misleading Representations and omissions and unlawful conduct. Accordingly, retention of the benefit would be against fundamental principles of justice, equity, and good conscience.

110. Equity cannot in good conscience permit Defendant to be economically enriched for such actions at the expense of Plaintiffs and members of the Class.

111. Plaintiffs and the other Class members seek to disgorge Defendant's unlawfully

retained profits and other benefits resulting from its unlawful conduct, and therefore seek restitution and/or disgorgement of such economic enrichment for the benefit of Plaintiffs and Class members.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs individually and on behalf of the Class, pray for an Order as follows:

- A. Certifying this case as a class action on behalf of the Class defined above, appointing Plaintiffs as representative of the Class, and appointing their counsel as class counsel;
- B. Awarding all actual, general, special, incidental, punitive, statutory, and consequential damages to which Plaintiffs and Class members are entitled;
- C. Awarding pre-judgment and post-judgment interest on such monetary relief;
- D. Granting appropriate injunctive and/or declaratory relief, including, without limitation, an order that requires Defendant to accurately and truthfully advertise the warranty coverage for Beltone hearing aids;
- E. Awarding Plaintiffs and the Class their reasonable litigation expenses and attorneys' fees; and
- F. Awarding such other and further relief as equity and justice may require.

**JURY DEMAND**

Plaintiffs request a trial by jury of all claims that can be so tried.

[Signature page follows.]

Respectfully Submitted,

**Aaron Liebman and Martha Liebman**, individually  
and on behalf of all others similarly situated,

Dated: October 18, 2022

By: s/ Adam C. York  
*One of Plaintiffs' Attorneys*

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