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19 **UNITED STATES DISTRICT COURT**  
20 **CENTRAL DISTRICT OF CALIFORNIA**

21 SCOTT FOWLER, SCOTT SOMERS,  
22 JAMES CONNOLLY, and JOE WEBB,  
23 individually and on behalf of all others  
24 similarly situated,

25 Plaintiffs,

26 v.

27 SONOS, INC.,

28 Defendant.

Case No.:

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiffs Scott Fowler, Scott Somers, James Connolly, and Joe Webb  
2 (collectively, “Plaintiffs”), individually and on behalf of all others similarly situated  
3 (the “Class” or the “Classes,” as more fully defined below), upon personal knowledge  
4 as to themselves and their own acts, and as to all other matters upon information and  
5 belief, based upon the investigation of counsel, allege as follows:

6 **NATURE OF THE CASE**

7 1. Plaintiffs seek damages and equitable relief, individually and on behalf of  
8 all other Class members, for Sonos, Inc.’s (“Sonos” or the “Company”) sale of the Arc,  
9 a soundbar that is subject to a defect – a defect that has colloquially become known as  
10 the “Pop of Death” – that can cause the Arc to unexpectedly make a loud “bang” sound  
11 when used with Dolby Atmos, an advanced surround-sound technology.

12 2. Sonos bills and markets the Arc as a high-end “soundbar,” a bar-shaped  
13 speaker device that is often placed beneath a television set to supplant the television’s  
14 internal speaker system with higher quality sound.

15 3. Plaintiffs purchased their Arcs because of the device’s capacity to support  
16 Dolby Atmos, an advanced surround-sound technology.

17 4. Sonos aggressively markets the Arc’s compatibility with the Dolby Atmos  
18 sound system in its online store. It promises potential buyers that they will experience  
19 “breathtakingly realistic spatial audio” that “immerse[s] you in a multidimensional  
20 soundstage.” For instance, Sonos’s marketing claims, “You’ll hear planes as if they’re  
21 flying overhead, sense footsteps moving across the room, and feel the music swell all  
22 around you.”

23 5. What Sonos has failed to disclose, however, is that Arc users, including  
24 Plaintiffs and the other Class members, frequently experience a phenomenon whereby  
25 the Arc will emit an extremely loud, startling, and explosive bang resembling a  
26 gunshot, which is then sometimes followed by a series of smaller pops.

1 6. Internet forums abound with comments from frustrated Arc users  
2 reporting this problem, and recently, several articles in widely-circulated online  
3 technology magazines have also appeared documenting the phenomenon.

4 7. Plaintiffs and other Class members have sought repair to their Arcs  
5 through Sonos's established troubleshooting channels. None of these efforts has proven  
6 successful because Sonos has failed to make available any repair to resolve this issue.

7 8. To date, the only way Plaintiffs and the other Class members can ensure  
8 that they will not experience the Pop of Death while using the Arc is to manually  
9 disable the product's Dolby Atmos function – one of the main reasons for purchasing  
10 the Arc rather than a less expensive soundbar.

11 9. In its marketing materials for the Arc, Sonos does not mention anything  
12 about the Pop of Death defect, and neither Plaintiffs nor the other Class members were  
13 aware of it at the time of purchase.

14 10. Had Plaintiffs and the other Class members known about the Pop of  
15 Death, they would not have purchased the Arc, or they would have paid substantially  
16 less for it.

### 17 **JURISDICTION AND VENUE**

18 11. This Court has diversity jurisdiction over this action under 28 U.S.C.  
19 §1332(a) and (d) because the amount in controversy for the Class exceeds \$5,000,000  
20 and Plaintiffs and one or more of the other Class members are citizens of different  
21 states than Defendant.

22 12. This Court has personal jurisdiction over Sonos because it is a California  
23 corporation with its corporate headquarters located in this District.

24 13. This Court also has personal jurisdiction over Sonos because Sonos has  
25 purposefully availed itself of the privilege of doing business within California,  
26 including by marketing and selling its products in this State, and exercising jurisdiction  
27 over Sonos does not offend traditional notions of fair play and substantial justice.

1 14. Venue is proper in this District under 28 U.S.C. §1391 because Sonos  
2 resides within this District and a substantial part of the events and omission giving rise  
3 to Plaintiffs' claims occurred within this District.

## 4 **PARTIES**

### 5 **A. Plaintiffs**

#### 6 **1. Alabama**

7 15. Scott Fowler ("Mr. Fowler") is domiciled in Harvest, Alabama.

8 16. Mr. Fowler owns a Sonos Arc, which he purchased at a Best Buy store for  
9 \$799 on February 5, 2023.

10 17. He decided to buy his Arc after watching some reviews for the product on  
11 YouTube.

12 18. Mr. Fowler regrets his purchase, as his Arc emits a "[r]andom loud noise,  
13 like a speaker popping."

14 19. Had Sonos disclosed the Pop of Death defect, Mr. Fowler would not have  
15 purchased his Arc, or he certainly would have paid less for it.

#### 16 **2. Florida**

17 20. Scott Somers ("Mr. Somers") is domiciled in Grant-Valkaria, Florida.

18 21. Mr. Somers owns a Sonos Arc, which he purchased online on November  
19 25, 2020, through the website for QVC, a televised home shopping network.

20 22. He decided to buy his Arc after seeing advertisements for it on television.

21 23. Mr. Somers regrets his purchase, as the "sound quality and sound  
22 performance" of his Arc is "very poor" and he frequently hears "cracking and popping  
23 during cracking."

24 24. Had Sonos disclosed the Pop of Death defect, Mr. Somers would not have  
25 purchased his Arc, or he certainly would have paid less for it.

#### 26 **3. Illinois**

27 25. James Connolly ("Mr. Connolly") is domiciled in Willowbrook, Illinois.

28

1 26. Mr. Connolly owns a Sonos Arc, which he purchased at a Best Buy store  
2 for \$899 on October 26, 2021.

3 27. He decided to buy his Arc after speaking with friends who owned it and  
4 reading reviews of the product on the internet.

5 28. He also visited the Sonos website prior to purchasing and saw official  
6 Sonos advertisements for the Arc.

7 29. Mr. Connolly regrets his purchase, as whenever he raises his sound over  
8 a certain level, “there is a really loud crack and pop” and his speaker “times out” when  
9 watching “Dolby Atmos shows and movies” or playing “Spatial Audio music.”

10 30. Had Sonos disclosed the Pop of Death defect, Mr. Connolly would not  
11 have purchased his Arc, or he certainly would have paid less for it.

12 **4. Texas**

13 31. Joe Webb (“Mr. Webb”) is domiciled in San Antonio, Texas.

14 32. Mr. Webb own a Sonos Arc, which he purchased at a Best Buy store on  
15 May 19, 2022.

16 33. Mr. Webb decided to buy his Arc after seeing advertisements for the  
17 product on Instagram.

18 34. Before purchasing, Mr. Webb thoroughly reviewed the product’s  
19 specifications and compared them to those of other soundbars on the market.

20 35. Mr. Webb regrets his purchase, as his Arc randomly produces “crackling  
21 or popping sounds.”

22 36. Had Sonos disclosed the Pop of Death defect, Mr. Webb would not have  
23 purchased his Arc, or he certainly would have paid less for it.

24 **B. Defendant**

25 37. Defendant Sonos, Inc. is a publicly-traded consumer electronics  
26 corporation headquartered at 614 Chapala Street, Santa Barbara, California 93101.

27  
28

1 38. While its principal office is located in the United States, Sonos conducts  
2 substantial business abroad, selling its products in 60 countries and maintaining  
3 corporate offices in the Netherlands, France, and Australia, in addition to three offices  
4 in China.

5 39. According to the official press release accompanying its most recent  
6 quarterly investor report (from August 2023), Sonos’s product portfolio includes 20  
7 different devices spanning a “[v]ariety of [p]rice [p]oints.”

8 40. The most expensive standalone item in its product portfolio is the Arc,  
9 which currently retails for \$899.

### 10 **FACTUAL ALLEGATIONS**

11 41. The Arc is Sonos’s premium smart soundbar.

12 42. Customers could begin pre-ordering the Arc in the summer of 2020, for  
13 \$799.

14 43. Since then, the retail price has increased to \$899.

15 44. In rolling out the product to consumers, Sonos marketed the Arc as setting  
16 “a new standard for premium home theater sound” and promised that the device was  
17 “[m]ore than a soundbar.”<sup>1</sup>

18 45. At the time of the product’s release, Patrick Spence, Chief Executive  
19 Officer of Sonos, stated that the Company’s goal with the Arc was to ““make any room  
20 you have a television a place you can easily enjoy all of the great streaming video and  
21 music that exists today. Arc illustrates our commitment to brilliant sound and premium  
22 design, and sets a new standard for soundbars.””<sup>2</sup>

23 46. Sonos promised Arc purchasers that their entire home cinematic  
24 experience would be revolutionized: “Eleven high-performance drivers, including two

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25  
26 <sup>1</sup> *Introducing Sonos Arc, the premium smart soundbar*, BUSINESS WIRE (May 6,  
2020), <https://www.businesswire.com/news/home/20200506005236/en/>.

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

1 that are upward firing for 3D audio, produce dramatic clarity, detail, and depth. Tuned  
2 in partnership with Oscar-winning mixing engineers, Arc adjusts its sound profile  
3 through software, based on the home theater set-up and what’s playing, whether stereo,  
4 Dolby Audio 5.1, or Dolby Atmos.”<sup>3</sup>

5 47. Key to Sonos’s marketing strategy for the Arc is the product’s capacity to  
6 run Dolby Atmos, a state-of-the-art surround-sound system developed by Dolby  
7 Laboratories that uses advanced technology to simulate a three-dimensional audio  
8 experience.

9 48. Dolby Atmos is mentioned five separate times on the product’s official  
10 release summary.<sup>4</sup>

11 49. To this day, on the Arc’s main page in Sonos’s online store, Dolby Atmos  
12 is mentioned in the most basic description of the device, right below the product’s name  
13 and price-tag: “Bring all your entertainment to life and experience breathtakingly  
14 realistic spatial audio powered by Dolby Atmos.”<sup>5</sup>

15 50. Sonos also touts the product’s user-friendly compatibility with a range of  
16 streaming devices. In the official product release, the Company stated: “Award-  
17 winning shows and movies are being streamed in homes around the world, now in even  
18 higher resolution sound. Today, more than 25 video streaming services and TV  
19 providers are serving Dolby Atmos content, making powerful home theater experiences  
20 more accessible in the living room.”<sup>6</sup>

21 51. Purchasers of the Arc, influenced by these marketing materials,  
22 reasonably expected that, when operating as intended, the Arc would provide them with  
23 state-of-the-art Dolby Atmos sound.

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

25 <sup>4</sup> *See id.*

26 <sup>5</sup> *Arc*, SONOS, <https://www.sonos.com/en-us/shop/arc> (last visited Oct. 4, 2023).

27 <sup>6</sup> *See supra*, n.1.

1 52. Plaintiffs and the other Class members, however, cannot reliably enjoy the  
2 Arc’s touted compatibility with Dolby Atmos, because whenever they try to use their  
3 devices with Dolby Atmos engaged, they inevitably experience the “Pop of Death.”

4 53. Plaintiffs are far from the only Sonos customers to have experienced this  
5 phenomenon.

6 54. Several online technology magazines have recently published articles  
7 documenting the defect.<sup>7</sup>

8 55. One of the journalists writing these articles, Tom Warren (“Mr. Warren”),  
9 has directly experienced the issue in his own home.

10 56. In his article published in *The Verge*, Mr. Warren wrote:

11 I bought a Sonos Arc soundbar and an LG OLED G2 six months  
12 ago to use with my Xbox Series X thinking it would be the most  
13 convenient way to expand my existing Sonos setup to handle Dolby  
14 Atmos audio from apps like Netflix, Apple TV Plus, and Disney Plus.  
15 Now, however, my Sonos Arc soundbar sounds like it’s exploding with  
16 a startling loud bang and a series of audio pops when I try to use Dolby  
17 Atmos content. I’m not alone, either. I was shocked to learn that hundreds  
18 of Sonos Arc owners have experienced these extremely loud audio pops  
19 for nearly three years without a fix.<sup>8</sup>

20 57. “The reality,” Mr. Warren concluded, is that the Arc is a “Dolby Atmos  
21 soundbar that can’t handle Atmos properly.”<sup>9</sup>

22 \_\_\_\_\_  
23 <sup>7</sup> See, e.g., Scharon Harding, *Sonos has been unable to fix Arc soundbars’ “pop  
24 of death” for over 2 years*, ARS TECHNICA (Aug. 10, 2023), [https://arstechnica.com/  
25 gadgets/2023/08/sonos-has-been-unable-to-fix-arc-soundbars-pop-of-death-for-over-  
26 2-years/](https://arstechnica.com/gadgets/2023/08/sonos-has-been-unable-to-fix-arc-soundbars-pop-of-death-for-over-2-years/); Tom Warren, *Sonos’ \$900 Dolby Atmos soundbar has a loud pop issue that’s  
27 taking years to fix*, THE VERGE (Aug. 10, 2023), [https://www.theverge.com/2023/8/10/  
28 23824258/sonos-arc-dolby-atmos-problems-loud-audio-pop](https://www.theverge.com/2023/8/10/23824258/sonos-arc-dolby-atmos-problems-loud-audio-pop); Carrie Marshall, *Sonos  
admits that the Arc has a Dolby Atmos issue but their solution is not great*, TECH RADAR  
(Aug. 11, 2023), [https://www.techradar.com/televisions/soundbars/sonos-admits-that-  
the-arc-has-a-dolby-atmos-issue-but-their-solution-is-not-unacceptable](https://www.techradar.com/televisions/soundbars/sonos-admits-that-the-arc-has-a-dolby-atmos-issue-but-their-solution-is-not-unacceptable).

<sup>8</sup> Tom Warren, *Sonos’ \$900 Dolby Atmos soundbar has a loud pop issue that’s  
taking years to fix*, THE VERGE (Aug. 10, 2023),  
[https://www.theverge.com/2023/8/10/23824258/sonos-arc-dolby-atmos-problems-  
loud-audio-pop](https://www.theverge.com/2023/8/10/23824258/sonos-arc-dolby-atmos-problems-loud-audio-pop).

<sup>9</sup> *Id.*



1 58. Arc owners have also posted video recordings to popular platforms like  
2 Twitter and YouTube capturing the Pop of Death defect in action.<sup>10</sup>

3 59. The gunshot-like sound is so powerful that it often causes users to assume  
4 that something exploded in their speaker, and it also frightens house pets. As Mr.  
5 Warren commented in his article, the Pop of Death will leave his miniature dachshund  
6 “hiding in fear for the rest of the evening.”<sup>11</sup>

7 60. Mr. Warren also noted in his article that Sonos community message  
8 boards are filled with comments from hundreds of frustrated customers reporting  
9 similar encounters with the Pop of Death.<sup>12</sup>

10 61. One such frustrated consumer, who penned his comment under the name  
11 “samro1094,” wrote the following post on the official Sonos Community message  
12 board:

13 I was playing on my Xbox when the arc suddenly made an  
14 extremely loud pop sound and then lost audio completely. The app  
15 wouldn't let me adjust the volume and Alexa wake up didn't emit its  
16 usual tone. I had to remove the power from the arc and reapply which  
resumed the audio. I'm concerned that one of the speakers in the arc  
may have been damaged when this happened. Has anyone had this  
issue?<sup>13</sup>

17 62. Since being posted, this comment from “samro1094” has garnered more  
18 than 1,000 replies in a thread that now runs 43 pages.

19 63. The bulk of these replies are from other frustrated Arc purchasers who  
20 have also experienced the Pop of Death.

21 \_\_\_\_\_  
22 <sup>10</sup> See, e.g., Tom Warren (@tomwarren), TWITTER (Aug. 10, 2023, 7:20 AM),  
23 <https://twitter.com/tomwarren/status/1689642981895327744>; Dad and Dex chores,  
2022 SONOS ARC sound bar is rubbish and Atmos makes it pop and crackle then die!  
RANT!, YOUTUBE (Apr. 18, 2023), <https://www.youtube.com/watch?v=IUCIRIScaT8>.

24 <sup>11</sup> See *supra*, n.8.

25 <sup>12</sup> See, e.g., samro1094, *Sonos Arc loud pop then audio loss*, SONOS COMMUNITY  
26 (2020), <https://en.community.sonos.com/home-theater-229129/sonos-arc-loud-pop-then-audio-loss-6852340>.

27 <sup>13</sup> *Id.*

1 64. In their replies, many of these purchasers express being taken aback by  
2 the explosive intensity of the Pop of Death.

3 65. A commenter named “fok\_1,” for example, replied as follows: “The same  
4 has been happening to me about 8 to 12 times over the last couple of months. The first  
5 two times it happened I thought one of my devices had exploded in my living room.”<sup>14</sup>

6 66. “D3R3K” had a similar experience: “I got my first scary pop last night at  
7 about 12:30 am. Scared the heck out of me. Thought something exploded.”<sup>15</sup>

8 67. The forum containing this deluge of posts from disgruntled Arc  
9 purchasers, “en.community.sonos.com,” is an official site paid for and monitored by  
10 Sonos.

11 68. Many of these posts are *more than two years old*.

12 69. With so many users posting about the Pop of Death defect on the official  
13 forum, Sonos has been aware of the issue since shortly after it released the Arc into the  
14 market.

15 70. In addition to surprise at the jarring sound the defect produces, pervading  
16 these testimonials is a sense of indignation towards Sonos for failing to address the  
17 problem.

18 71. “kevinomiconomics,” for example, writes:

19 I’m going to stop investing anymore in Sonos products and stop  
20 recommending them to my friends and family. This issue is easily  
21 reproducible by the patterns of hardware described in this thread and  
22 only occurs with Sonos products; no other soundbar. Support isn’t a  
priority for Sonos, which is a shame considering how expensive their  
products are.<sup>16</sup>

23 <sup>14</sup> fok\_1, *Sonos Arc loud pop then audio loss*, SONOS COMMUNITY (2020),  
24 <https://en.community.sonos.com/home-theater-229129/sonos-arc-loud-pop-then-audio-loss-6852340?postid=16538101#post16538101>.

25 <sup>15</sup> D3R3K, *Sonos Arc loud pop then audio loss*, SONOS COMMUNITY (2020),  
26 <https://en.community.sonos.com/home-theater-229129/sonos-arc-loud-pop-then-audio-loss-6852340?postid=16555215#post16555215>.

27 <sup>16</sup> kevinomiconomics, *Sonos Arc loud pop then audio loss*, SONOS COMMUNITY  
28 (2020), <https://en.community.sonos.com/home-theater-229129/sonos-arc-loud-pop-then-audio-loss-6852340/index11.html>.

1 72. “MadDoc” wrote the following:

2 I might as well add my experience here too.

3 Been using Sonos products for > 10 years.

4 I have an Arc, with two Play:1s and a sub hooked up to an LG TV via  
5 eARC and use the latest 4K AppleTV for all streaming.

6 This set up has worked flawlessly for ages. Suddenly about 2 weeks  
7 ago I started getting intermittent very loud and increasingly frequent  
8 electrical sounding bangs and then loss of audio that was only restored  
9 with a reboot.

10 I disabled Atmos on the AppleTV so it only outputs Dolby 5.1 and the  
11 bangs have stopped.

12 Whilst this is a workaround it’s absolutely unacceptable. Why should I  
13 settle for suboptimal Dolby 5.1? I paid extra for an Arc (and upgraded  
14 my TV to get eARC also) so I could experience the best quality sound.

15 This is a massive issue and Sonos need to figure this out as a matter of  
16 urgency.<sup>17</sup>

17 73. “William\_61,” expressing the frustration of many participants in the  
18 thread, posted: “Sonos has been telling us for 3 years that they can’t reproduce this Arc  
19 Atmos BANG issue in their labs. An issue and topic of probably their largest complaint  
20 thread on the Sonos Community ever.”<sup>18</sup>

21 74. As “Paul Tsang” concisely put it, the Pop of Death defect “totally ruined  
22 the whole experience. It’s basically buying an Atmos product but then it’s not. It’s so  
23 ridiculous. Someone should provide us an update. It should just be a clear message,  
24 able to fix or not?”<sup>19</sup>

25 <sup>17</sup> MadDoc, *Sonos Arc loud pop then audio loss*, SONOS COMMUNITY (2020),  
26 <https://en.community.sonos.com/home-theater-229129/sonos-arc-loud-pop-then-audio-loss-6852340?postid=16637450#post16637450>.

27 <sup>18</sup> William\_61, *Sonos Arc loud pop then audio loss*, SONOS COMMUNITY (2020),  
28 <https://en.community.sonos.com/home-theater-229129/sonos-arc-loud-pop-then-audio-loss-6852340/index37.html>.

<sup>19</sup> Paul Tsang, *Sonos Arc loud pop then audio loss*, SONOS COMMUNITY (2020),  
<https://en.community.sonos.com/home-theater-229129/sonos-arc-loud-pop-then-audio-loss-6852340/index6.html?sort=likes.desc>.

1 75. Comments like these attest to the fact that, on the community forum and  
2 beyond, Sonos has been entirely unhelpful to customers seeking to troubleshoot the  
3 problem.

4 76. Moreover, since the product's launch more than three years ago, Sonos  
5 has been unable to introduce a fix for the defect.

6 77. For those who encounter the Pop of Death, Sonos's only recommended  
7 workaround is to simply disable the Dolby Atmos setting – *a “solution” that defeats*  
8 *the entire purpose of the device.*

9 78. In a statement to *The Verge*, Scott Fink, Sonos's product manager,  
10 acknowledged the existence of the problem, but gave no indication that the Company  
11 was anywhere near resolving it:

12 We are aware that a small percentage of customers have  
13 experienced an interoperability issue which is causing a popping sound  
14 on Arc. What we know now is that this issue occurs on some Dolby  
15 Atmos enabled audio products, including Arc, when connected to  
16 certain combinations of streaming devices and TVs while playing  
17 Dolby Atmos content.

18 We are committed to finding the root cause and we're continuing  
19 to test for a reliable reproduction of what customers are describing  
20 online and in conversations with our support team. We are also  
21 engaging our contacts at third party manufacturers to further explore  
22 possible solutions. As this is an issue stemming from the way various  
23 devices are working together, there are a range of tests our team needs  
24 to conduct to understand the scope and develop a targeted solution for  
25 each setup. We'll let you know as soon as we have an update to share.<sup>20</sup>

26 79. Plaintiffs and the other Class members have not received the soundbar  
27 they believed they were purchasing.

28 80. Plaintiffs and the other Class members did not get what they paid for and  
are entitled to relief.

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<sup>20</sup> See *supra*, n.8.

1 **CLASS ACTION ALLEGATIONS**

2 81. Plaintiffs bring this action pursuant to Rules 23(a), 23(b)(2), and 23(b)(3)  
3 of the Federal Rules of Civil Procedure on behalf of themselves and all others similarly  
4 situated.

5 82. Plaintiffs seek to represent the following Classes:

6  
7 All persons who purchased a Sonos Arc in the United States (the  
8 “Nationwide Class”).

9 All persons who purchased a Sonos Arc in the State of Alabama  
10 (the “Alabama Class”).

11 All persons who purchased a Sonos Arc in the State of Florida (the  
12 “Florida Class”).

13 All persons who purchased a Sonos Arc in the State of Illinois (the  
14 “Illinois Class”).

15 All persons who purchased a Sonos Arc in the State of Texas (the  
16 “Texas Class”).

17 83. Excluded from the Classes are Defendant, and any of Defendant’s  
18 members, affiliates, parents, subsidiaries, officers, directors, employees, successors, or  
19 assigns; the judicial officers, and their immediate family members; and Court staff  
20 assigned to this case. Plaintiffs reserve the right to modify or amend the Class  
21 definitions, as appropriate, during the course of this litigation.

22 84. This action has been brought and may properly be maintained on behalf  
23 of the Classes proposed herein under the criteria of Rule 23 of the Federal Rules of  
24 Civil Procedure.

25 85. **Numerosity – Federal Rule of Civil Procedure 23(a)(1)**. The members  
26 of the Classes are so numerous and geographically dispersed that individual joinder of  
27 all class members is impracticable. While Plaintiffs are informed and believe that there  
28 are thousands of Class members, the precise number of Class members is unknown to  
Plaintiffs, but may be ascertained from Sonos’s and other retailers’ sales records. Class

1 Members may be notified of the pendency of this action by recognized, Court-approved  
2 notice dissemination methods, which may include U.S. Mail, electronic mail, Internet  
3 postings, and/or published notice.

4 86. **Commonality and Predominance – Federal Rule of Civil Procedure**  
5 **23(a)(2) and 23(b)(3)**. This action involves common questions of law and fact, which  
6 predominate over any questions affecting individual Class members, including,  
7 without limitation:

- 8 a) whether Sonos engaged in the conduct alleged herein;
- 9 b) whether Sonos’s alleged conduct violates applicable law;
- 10 c) whether Sonos designed, advertised, marketed, distributed, sold, or  
11 otherwise placed the Arc into the stream of commerce in the United States;
- 12 d) whether Sonos misled Class members about the quality of the Arc  
13 device and its ability to support Dolby Atmos on all applications;
- 14 e) whether the Arc suffers from a defect causing the Pop of Death;
- 15 f) whether Sonos had actual or imputed knowledge about the alleged  
16 defect but failed to disclose it to Plaintiffs and the other Class members;
- 17 g) whether Sonos’s omissions and concealment regarding the quality  
18 of the Sonos device was deceptive in violation of state consumer  
19 protection laws;
- 20 h) whether Class members overpaid for their Arc as a result of the  
21 defect alleged herein;
- 22 i) whether Class members are entitled to damages, restitution,  
23 restitutionary disgorgement, equitable relief, statutory damages,  
24 exemplary damages, and/or other relief; and
- 25 j) the amount and nature of relief to be awarded to Plaintiffs and the  
26 other Class members.

1           87. **Typicality – Federal Rule of Civil Procedure 23(a)(3)**. Plaintiffs’  
2 claims are typical of the other Class members’ claims because Plaintiffs and each of  
3 the other Class members purchased the defective Arc. Neither the Plaintiffs nor the  
4 other Class members would have purchased the Arc, or they would have paid less for  
5 it, had they known of the Pop of Death defect. Plaintiffs and the other Class members  
6 suffered damages as a direct proximate result of the same wrongful practices in which  
7 Sonos engaged. Plaintiffs’ claims arise from the same practices and course of conduct  
8 that give rise to the other Class members’ claims.

9           88. **Adequacy of Representation – Federal Rule of Civil Procedure**  
10 **23(a)(4)**. Plaintiffs are adequate Class representatives because their interests do not  
11 conflict with the interests of the other members of the Classes that they respectively  
12 seek to represent, Plaintiffs have retained counsel competent and experienced in  
13 complex class action litigation, and Plaintiffs intend to prosecute this action vigorously.  
14 The Classes’ interests will be fairly and adequately protected by Plaintiffs and their  
15 counsel.

16           89. **Declaratory and Injunctive Relief – Federal Rule of Civil Procedure**  
17 **23(b)(2)**. Sonos has acted or refused to act on grounds generally applicable to Plaintiffs  
18 and the other Class members, thereby making appropriate final injunctive relief and  
19 declaratory relief, as described below, with respect to the Class members as a whole.

20           90. **Superiority – Federal Rule of Civil Procedure 23(b)(3)**. A class action  
21 is superior to any other available means for the fair and efficient adjudication of this  
22 controversy, and no unusual difficulties are likely to be encountered in the management  
23 of this class action. The damages or other financial detriment suffered by Plaintiffs and  
24 the other Class members are relatively small compared to the burden and expense that  
25 would be required to individually litigate their claims against Sonos, so it would be  
26 impracticable for the Class members to individually seek redress for Sonos’s wrongful  
27 conduct. Even if the Class members could afford litigation the court system could not.  
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1 Individualized litigation creates a potential for inconsistent or contradictory judgments,  
2 and increases the delay and expense to all parties and the court system. By contrast, the  
3 class action device presents far fewer management difficulties, and provides the  
4 benefits of single adjudication, economy of scale, and comprehensive supervision by a  
5 single court.

6 **CLAIMS FOR RELIEF**

7 **A. Claims Brought on Behalf of the Nationwide Class**

8 **COUNT 1**

9 **Violation of the Magnuson-Moss Warranty Act**

10 **15 U.S.C. §§2301, *et seq.***

11 91. Plaintiffs incorporate by reference each allegation in paragraphs 1-90 as  
12 if fully set forth herein.

13 92. Plaintiffs bring this Count individually and on behalf of the other members  
14 of the Nationwide Class (the “Class,” for purposes of this claim).

15 93. This Court has jurisdiction to decide these claims brought under 15 U.S.C.  
16 §2301 by virtue of 28 U.S.C. §1332(a) and (d).

17 94. Plaintiffs are “consumers” within the meaning of the Magnuson-Moss  
18 Warranty Act, 15 U.S.C. §2301(3).

19 95. Sonos is a “supplier” and “warrantor” within the meaning of the  
20 Magnuson Moss Warranty Act, 15 U.S.C. §2301(4)-(5).

21 96. The Arcs are “consumer products” within the meaning of the Magnuson-  
22 Moss Warranty Act, 15 U.S.C. §2301(1).

23 97. 15 U.S.C. §2310(d)(1) provides a cause of action for any consumer who  
24 is damaged by the failure of a warrantor to comply with an implied warranty.

25 98. Sonos impliedly warranted that the Arcs were in a merchantable condition  
26 when sold or any time thereafter and fit for the ordinary purposes for which such goods  
27 are used.



1           99. Sonos’s implied warranty of merchantability is an implied warranty  
2 within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. §2301(7).

3           100. With respect to Class members’ purchases of the Arcs, Sonos’s implied  
4 warranty became part of the basis of the bargain between Sonos, on the one hand, and  
5 Plaintiffs and each of the other Class members, on the other.

6           101. Sonos breached this warranty as described in more detail above.

7           102. At the time of sale of each Arc, Sonos knew, should have known, or was  
8 reckless in not knowing of the Arcs’ inability to perform as warranted, but nonetheless  
9 failed to rectify the situation and/or disclose the defective design. Under the  
10 circumstances, the remedies available under any informal settlement procedure would  
11 be inadequate, and any requirement that Plaintiffs and the other Class members resort  
12 to an informal dispute resolution procedure and/or afford Sonos a reasonable  
13 opportunity to cure its breach of warranties is excused and thus deemed satisfied.

14           103. The amount in controversy of Plaintiffs’ individual claims meets or  
15 exceeds the sum of \$25. The amount in controversy in this action exceeds the sum of  
16 \$50,000, exclusive of interest and costs, computed based on all claims involved in this  
17 lawsuit.

18           104. As a direct and proximate result of Sonos’s breaches of its implied  
19 warranty of merchantability, Plaintiffs and the other Class members have sustained  
20 damages in an amount to be determined at trial.

21           105. Plaintiffs, individually and on behalf of all the other Class members, seek  
22 all damages permitted by law, including the diminution in value of their Arcs, in an  
23 amount to be proven at trial.

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1 **B. Claims Brought on Behalf of the Alabama Class**

2 **COUNT 2**

3 **Fraudulent Concealment**

4 106. Plaintiff Scott Fowler (“Plaintiff,” for the purposes of the Alabama Class’s  
5 claims) incorporates by reference each allegation in paragraphs 1-90 as if fully set forth  
6 herein.

7 107. Plaintiff brings this Count individually and on behalf of the other members  
8 of the Alabama Class (the “Class,” for purposes of this claim).

9 108. Sonos was aware of the Pop of Death defect when it marketed and sold  
10 the Sonos Arc to Plaintiff and the other Class members.

11 109. Having been aware of the Pop of Death defect, and having known that  
12 Plaintiff and the other Class members could not have reasonably expected to know of  
13 this defect, Sonos had a duty to disclose the defect to Plaintiff and the other Class  
14 members in connection with the sale of the Arc.

15 110. Further, Sonos had a duty to disclose the Pop of Death defect because such  
16 disclosure was necessary to dispel misleading impressions about the Arc’s reliability,  
17 quality, and capabilities that were or might have been created by partial representation  
18 of the facts. Specifically, Sonos promoted, through advertisements available to all  
19 Class members, that the Sonos Arc was a top-of-the-line, cutting-edge soundbar  
20 capable of producing cinematic-quality Dolby Atmos sound. Sonos did not disclose,  
21 however, the Pop of Death, an inherent defect that contradicted its claims about the  
22 device’s capabilities that would be material to any purchaser.

23 111. Sonos did not disclose the Pop of Death defect in connection with the sale  
24 of the Arc.

25 112. For the reasons set forth above, the Pop of Death defect comprises  
26 material information with respect to the sale of the Sonos Arc.

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1 113. In purchasing the Sonos Arc, Plaintiff and the other Class members,  
2 reasonably relied on Sonos to disclose known material defects with respect to the  
3 device. Had Plaintiff and the other Class members known of the Pop of Death defect,  
4 they would not have purchased their Arcs, or they would have paid substantially less  
5 for them.

6 114. Through its omissions regarding the defect within the Arc, Sonos intended  
7 to induce, and did induce, Plaintiff and the other Class members to purchase soundbars  
8 that they otherwise would not have purchased, or to pay more than they otherwise  
9 would have if fully informed.

10 115. As a direct and proximate result of Sonos's omissions, Plaintiff and the  
11 other Class members either paid too much for the Arc, or they would not have  
12 purchased the Arc at all if the Pop of Death defect had been disclosed to them, and,  
13 therefore, they have incurred damages in an amount to be determined at trial.

14 **COUNT 3**

15 **Unjust Enrichment**

16 116. Plaintiff Scott Fowler ("Plaintiff," for the purposes of the Alabama Class's  
17 claims) incorporates by reference each allegation in paragraphs 1-90 as if fully set forth  
18 herein.

19 117. Plaintiff brings this Count individually and on behalf of the other members  
20 of the Alabama Class (the "Class," for purposes of this claim).

21 118. Sonos has benefitted from selling at an unjust profit defective Arcs that  
22 had artificially inflated prices due to Sonos's concealment of the Pop of Death defect,  
23 and Plaintiff and the other Class members have therefore overpaid for these Arcs.

24 119. Sonos has received and retained unjust benefits from Plaintiff and the  
25 other Class members, and inequity has resulted.

26 120. It is inequitable and unconscionable for Sonos to retain these benefits.  
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1 121. Because Sonos concealed its fraud and deception, Plaintiff and the other  
2 Class members were not aware of the true facts concerning the Arc and did not benefit  
3 from Sonos’s misconduct.

4 122. Sonos knowingly accepted the unjust benefits of its wrongful conduct.

5 123. As a result of Sonos’s misconduct, the amount of its unjust enrichment  
6 should be disgorged and returned to Plaintiff and the other Class members in an amount  
7 to be proven at trial.

8 **C. Claims Brought on Behalf of the Florida Class**

9 **COUNT 4**

10 **Violation of the Florida Deceptive Practices and Unfair Trade Practices Act**  
11 **Fla. Stat. §§501.201, *et seq.***

12 124. Plaintiff Scott Somers (“Plaintiff,” for purposes of the Florida Class’s  
13 claims) incorporates by reference each allegation in paragraphs 1-90 as if fully set forth  
14 herein.

15 125. Plaintiff brings this Count individually and on behalf of the other members  
16 of the Florida Class (the “Class,” for purposes of this claim).

17 126. The Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”)  
18 prohibits any “[u]nfair methods of competition, unconscionable acts or practices, and  
19 unfair or deceptive acts or practices in the conduct of any trade or commerce.” Fla.  
20 Stat. §501.204.

21 127. By the conduct described in detail above and incorporated herein, Sonos  
22 engaged in unfair or deceptive acts in violation of FDUTPA. Sonos’s omissions  
23 regarding the Pop of Death, described above, are material facts that a reasonable person  
24 would have considered in deciding whether or not to purchase (or to pay the same price  
25 for) an Arc.

1 128. Sonos's omissions regarding the Pop of Death defect were likely to  
2 deceive a consumer acting reasonably in the same circumstances as Plaintiff and the  
3 other Class members.

4 129. Sonos intended for Plaintiff and the other Class members to rely on  
5 Sonos's omissions of fact regarding the Pop of Death defect.

6 130. Plaintiff and the other Class members justifiably acted or relied to their  
7 detriment upon Sonos's omissions of fact concerning the above-described defect, as  
8 evidenced by Plaintiff's and the other Class members' purchase of their Arcs.

9 131. Had Sonos disclosed all material information regarding the Pop of Death  
10 defect to Plaintiff and the other Class members, then they would not have purchased  
11 their Arcs or would have paid less for them.

12 132. Sonos's omissions deceived Plaintiff and the other Class members.

13 133. Sonos acted willfully in not disclosing the Pop of Death defect from  
14 Plaintiff and the other Class members.

15 134. Plaintiff and the other Class members suffered ascertainable loss and  
16 actual damages as a direct result of Sonos's failure to disclose the Pop of Death defect.

17 135. Plaintiff and the other Class members who purchased their Arcs would not  
18 have done so, or would have paid significantly less, if the true nature of the Arc had  
19 been disclosed.

20 136. Sonos's violations present a continuing risk to Plaintiff and the Class, as  
21 well as to the general public.

22 137. Sonos's unlawful acts and practices complained of herein affect the public  
23 interest.

24 138. Plaintiff, individually and on behalf of the other Class members, seeks an  
25 award of compensatory damages, punitive damages, reasonable attorneys' fees  
26 pursuant to Fla. Stat. §501.201, *et seq.*, costs, interest, and any other just and proper  
27 relief available under the FDUTPA.

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**COUNT 5**

**Fraudulent Concealment**

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3 139. Plaintiff Scott Somers (“Plaintiff,” for purposes of the Florida Class’s  
4 claims) incorporates by reference each allegation in paragraphs 1-90 as if fully set forth  
5 herein.

6 140. Plaintiff brings this Count individually and on behalf of the other members  
7 of the Florida Class (the “Class,” for purposes of this claim).

8 141. Sonos was aware of the Pop of Death defect when it marketed and sold  
9 the Arc to Plaintiff and the other Class members.

10 142. Having been aware of the Pop of Death, and having known that Plaintiff  
11 and the other Class members could not have reasonably been expected to know of this  
12 defect, Sonos had a duty to disclose the defect to Plaintiff and the other Class members  
13 in connection with the sale of the Arc.

14 143. Further, Sonos had a duty to disclose the Pop of Death defect because such  
15 disclosure was necessary to dispel misleading impressions about the product’s  
16 performance and capabilities that were or might have been created by partial  
17 representation of the facts.

18 144. Specifically, Sonos promoted, through its advertisements available to all  
19 Class members, that the Arc contained cutting-edge hardware compatible with Dolby  
20 Atmos.

21 145. Sonos did not disclose the Pop of Death defect to Plaintiff and the other  
22 Class members in connection with the sale of the Arc.

23 146. For the reasons set forth above, the Pop of Death comprises material  
24 information with respect to the Arc.

25 147. In purchasing the Arc, Plaintiff and the other Class members reasonably  
26 relied on Sonos to disclose known material defects with respect to the Arc.

1 148. Had Plaintiff and the other Class members known of the Pop of Death  
2 defect, they would have not purchased the Arc or they would have paid substantially  
3 less for it.

4 149. Through its omissions regarding the Pop of Death, Sonos intended to  
5 induce, and did induce, Plaintiff and the other Class members to purchase the Arc, a  
6 device that they otherwise would not have purchased, or would have paid less for.

7 150. As a direct and proximate result of Sonos's omissions, Plaintiff and the  
8 other Class members either paid too much for the Arc, or they made a purchase that  
9 they otherwise would not have made if fully informed.

10 151. They have, therefore, incurred damages in an amount to be determined at  
11 trial.

12 **COUNT 6**

13 **Unjust Enrichment**

14 152. Plaintiff Scott Somers ("Plaintiff," for purposes of the Florida Class's  
15 claims) incorporates by reference each allegation in paragraphs 1-90 as if fully set forth  
16 herein.

17 153. Plaintiff brings this Count individually and on behalf of the other members  
18 of the Florida Class (the "Class," for purposes of this claim).

19 154. Sonos has benefitted from selling at an unjust profit defective Arcs at  
20 artificially inflated prices due to Sonos's concealment of the Pop of Death defect.

21 155. Plaintiff and the other Class members have, therefore, overpaid for their  
22 Arcs.

23 156. Sonos has received and retained unjust benefits from Plaintiff and the  
24 other Class members, and inequity has resulted.

25 157. It is inequitable and unconscionable for Sonos to retain these benefits.

26 158. Because Sonos concealed its fraud and deception, Plaintiff and the other  
27 Class members were not aware of the true facts concerning the Arc.

1 159. Plaintiff and the other Class members did not benefit from Sonos’s  
2 misconduct.

3 160. Sonos knowingly accepted the unjust benefits of its wrongful conduct.

4 161. As a result of Sonos’s misconduct, the amount of its unjust enrichment  
5 should be disgorged and returned to Plaintiff and the other Class members in an amount  
6 to be proven at trial.

7 **D. Claims Brought on Behalf of the Illinois Class**

8 **COUNT 7**

9 **Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act**  
10 **815 Ill. Comp. Stat. 505/1, *et seq.***

11 162. Plaintiff James Connolly (“Plaintiff,” for purposes of the Illinois Class’s  
12 claims) repeats and realleges paragraphs 1-90 as if fully set forth herein.

13 163. Plaintiff brings this Count individually and on behalf of the other members  
14 of the Illinois Class (the “Class,” for purposes of this claim).

15 164. Sonos is a “person” as that term is defined in 815 Ill. Comp. Stat.  
16 505/1(c).

17 165. Plaintiff and the Class members are “consumers” as that term is defined  
18 in 815 Ill. Comp. Stat. 505/1(e).

19 166. The purpose of the Illinois Consumer Fraud and Deceptive Business  
20 Practices Act (“Act,” for the purposes of this claim) is to enjoin trade practices which  
21 confuse or deceive the consumer. The Act declares unlawful

22 unfair or deceptive acts or practices, including but not limited to the  
23 use or employment of any deception, fraud, false pretense, false  
24 promise, misrepresentation or the concealment, suppression or  
25 omission of any material fact, with intent that others rely upon the  
26 concealment, suppression or omission of such material fact . . . in the  
conduct of any trade or commerce . . . whether any person has in fact  
been misled, deceived or damaged thereby.

27 815 Ill. Comp. Stat. 505/2.



1 167. The facts about the Pop of Death defect concealed by Sonos were  
2 material in that a reasonable consumer would have considered them to be important  
3 in deciding whether to purchase an Arc. Had Plaintiff and the Class members known  
4 of the Pop of Death defect, they would not have purchased their Arcs, or they would  
5 have paid substantially less for them.

6 168. Sonos's conduct proximately caused injuries to Plaintiff and the Class  
7 members.

8 169. Plaintiff and the Class members were injured and suffered ascertainable  
9 loss, injury-in-fact, and/or actual damage as a proximate result of Sonos's conduct in  
10 that Plaintiff and the Class members overpaid for their Arcs and did not receive the  
11 benefit of their bargain, and their affected Arcs suffered a diminution in value. These  
12 injuries are the direct and natural consequence of Sonos's misrepresentations, fraud,  
13 deceptive practices, and omissions.

14 170. Sonos's violations present a continuing risk to Plaintiff and the Class  
15 members as well as to the general public. Sonos's unlawful acts and practices  
16 complained of herein affect the public interest.

17 171. Pursuant to 815 Ill. Comp. Stat. 505/10a(a), Plaintiff and the Class  
18 members seek monetary relief against Sonos in the amount of actual damages, as well  
19 as punitive damages.

20 172. Plaintiff and the Class members also seek attorney's fees, and any other  
21 just and proper relief available under the Act.

22 **COUNT 8**

23 **Fraudulent Concealment**

24 173. Plaintiff James Connolly ("Plaintiff," for purposes of the Illinois Class's  
25 claims) repeats and realleges paragraphs 1-90 as if fully set forth herein.

26 174. Plaintiff brings this Count individually and on behalf of the other members  
27 of the Illinois Class (the "Class," for purposes of this claim).

1 175. Sonos was aware of the Pop of Death defect when it marketed and sold  
2 the Arc to Plaintiff and the other Class members.

3 176. Having been aware of the Pop of Death, and having known that Plaintiff  
4 and the other Class members could not have reasonably been expected to know of this  
5 defect, Sonos had a duty to disclose the defect to Plaintiff and the other Class members  
6 in connection with the sale of the Arc.

7 177. Further, Sonos had a duty to disclose the Pop of Death defect because such  
8 disclosure was necessary to dispel misleading impressions about the product's  
9 performance and capabilities that were or might have been created by partial  
10 representation of the facts.

11 178. Specifically, Sonos promoted, through its advertisements available to all  
12 Class members, that the Arc contained cutting-edge hardware compatible with Dolby  
13 Atmos.

14 179. Sonos did not disclose the Pop of Death defect to Plaintiff and the other  
15 Class members in connection with the sale of the Arc.

16 180. For the reasons set forth above, the Pop of Death comprises material  
17 information with respect to the Arc.

18 181. In purchasing the Arc, Plaintiff and the other Class members reasonably  
19 relied on Sonos to disclose known material defects with respect to the Arc.

20 182. Had Plaintiff and the other Class members known of the Pop of Death  
21 defect, they would have not purchased the Arc or they would have paid substantially  
22 less for it.

23 183. Through its omissions regarding the Pop of Death, Sonos intended to  
24 induce, and did induce, Plaintiff and the other Class members to purchase the Arc, a  
25 device that they otherwise would not have purchased, or would have paid less for.  
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1 184. As a direct and proximate result of Sonos’s omissions, Plaintiff and the  
2 other Class members either paid too much for the Arc, or they made a purchase that  
3 they otherwise would not have made if fully informed.

4 185. They have, therefore, incurred damages in an amount to be determined at  
5 trial.

6 **COUNT 9**

7 **Unjust Enrichment**

8 186. Plaintiff James Connolly (“Plaintiff,” for purposes of the Illinois Class’s  
9 claims) repeats and realleges paragraphs 1-90 as if fully set forth herein.

10 187. Plaintiff brings this Count individually and on behalf of the other members  
11 of the Illinois Class (the “Class,” for purposes of this claim).

12 188. Sonos has benefitted from selling at an unjust profit defective Arcs at  
13 artificially inflated prices due to Sonos’s concealment of the Pop of Death defect.

14 189. Plaintiff and the other Class members have, therefore, overpaid for their  
15 Arcs.

16 190. Sonos has received and retained unjust benefits from Plaintiff and the  
17 other Class members, and inequity has resulted.

18 191. It is inequitable and unconscionable for Sonos to retain these benefits.

19 192. Because Sonos concealed its fraud and deception, Plaintiff and the other  
20 Class members were not aware of the true facts concerning the Arc.

21 193. Plaintiff and the other Class members did not benefit from Sonos’s  
22 misconduct.

23 194. Sonos knowingly accepted the unjust benefits of its wrongful conduct.

24 195. As a result of Sonos’s misconduct, the amount of its unjust enrichment  
25 should be disgorged and returned to Plaintiff and the other Class members in an amount  
26 to be proven at trial.

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1 **E. Claims Brought on Behalf of the Texas Class**

2 **COUNT 10**

3 **Breach of Implied Warranty of Merchantability**  
4 **Tex. Bus. & Com. Code §§2.314 and 2A.212**

5 196. Plaintiff Joe Webb (“Plaintiff,” for purposes of the Texas Class’s claims)  
6 repeats and realleges paragraphs 1-90 as if fully set forth herein.

7 197. Plaintiff brings this Count individually and on behalf of the other members  
8 of the Texas Class (the “Class,” for purposes of this claim).

9 198. Sonos is and was at all relevant times a merchant with respect to consumer  
10 electronics under Tex. Bus. & Com. Code §§2.104 and 2A.103.

11 199. Pursuant to Tex. Bus. & Com. Code §§2.314 and 2A.212, a warranty that  
12 the Arc was in merchantable condition was implied by law, and the Arc was bought  
13 and sold subject to an implied warranty of merchantability.

14 200. The Arcs do not comply with the implied warranty of merchantability  
15 because, at the time of sale and at all times thereafter, they were defective and not in  
16 merchantable condition, would not pass without objection in the trade, and were not fit  
17 for the ordinary purpose for which soundbars are ordinarily used. Specifically, the Arc  
18 suffers from the Pop of Death defect, described above, which subjects consumers to  
19 random, explosive popping noises.

20 201. Sonos was provided notice of the Pop of Death through numerous  
21 complaints posted to its forums and community boards. Sonos has also acknowledged  
22 in communications with journalists that the defect exists.

23 202. Notice has proven to be futile, however, as Sonos has continually failed  
24 to provide an adequate remedy for the Plaintiff and Class members.

25 203. As a direct and proximate result of the Pop of Death, Plaintiff has not  
26 appreciated the benefit of his bargain and has suffered actual damages, as well as  
27 incidental and consequential damages, in an amount to be determined at trial.

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**COUNT 11**

**Fraudulent Concealment**

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3 204. Plaintiff Joe Webb (“Plaintiff,” for purposes of the Texas Class’s claims)  
4 repeats and realleges paragraphs 1-90 as if fully set forth herein.

5 205. Plaintiff brings this Count individually and on behalf of the other members  
6 of the Texas Class (the “Class,” for purposes of this claim).

7 206. Sonos was aware of the Pop of Death defect within the Arc when it  
8 marketed and sold the Arc to Plaintiff and the other Class members.

9 207. Having been aware of the Pop of Death defect and having known that  
10 Plaintiff and the other Class members could not have reasonably been expected to know  
11 of the defect, Sonos had a duty to disclose the defect to Plaintiff and the other Class  
12 members in connection with the sale of the Arc.

13 208. Sonos did not disclose the Pop of Death defect to the Plaintiff and the  
14 other Class members in connection with the sale of the Arc.

15 209. For the reasons set forth above, the Pop of Death defect comprises  
16 material information with respect to the sale of the Arc

17 210. In purchasing the Arc, Plaintiff and the other Class members reasonably  
18 relied on Sonos to disclose known material defects with respect to the Arc.

19 211. Had Plaintiff and the other Class members known of the Pop of Death  
20 defect, they would have not purchased their Arcs, or would have paid less for them.

21 212. Through its omissions regarding the Pop of Death, Sonos intended to  
22 induce, and did induce, Plaintiff and the other Class members to either purchase a  
23 soundbar that they otherwise would not have purchased, or pay more for a soundbar  
24 than they otherwise would have paid.

25 213. As a direct and proximate result of Sonos’s omissions, Plaintiff and the  
26 other Class members either overpaid for their Arcs or would not have purchased them  
27 at all if the Pop of Death had been duly disclosed to them.

1 214. They have therefore incurred damages in an amount to be determined at  
2 trial.

3 **COUNT 12**

4 **Unjust Enrichment**

5 215. Plaintiff Joe Webb (“Plaintiff,” for purposes of the Texas Class’s claims)  
6 repeats and realleges paragraphs 1-90 as if fully set forth herein.

7 216. Plaintiff brings this Count individually and on behalf of the other  
8 members of the Texas Class (the “Class,” for purposes of this claim).

9 217. Sonos has benefitted from selling and leasing at an unjust profit defective  
10 Arcs that had artificially inflated prices due to Sonos’s concealment of Pop of Death  
11 defect, and Plaintiff and the other Class members have overpaid for these soundbars.

12 218. Sonos has received and retained unjust benefits from Plaintiff and the  
13 other Class members, and inequity has resulted.

14 219. It is inequitable and unconscionable for Sonos to retain these benefits.

15 220. Because Sonos concealed its fraud and deception, Plaintiff and the other  
16 Class members were not aware of the true facts concerning the defective Arc and did  
17 not benefit from Sonos’s misconduct.

18 221. Sonos knowingly accepted the unjust benefits of its wrongful conduct.

19 222. As a result of Sonos’s misconduct, the amount of its unjust enrichment  
20 should be disgorged and returned to Plaintiff and the other Class members in an amount  
21 to be proven at trial.

22 **REQUEST FOR RELIEF**

23 WHEREFORE, Plaintiffs, individually and on behalf of the other Class  
24 members, respectfully request that the Court enter judgment in their favor and against  
25 Defendant, Sonos, Inc., as follows:

26 A. Declaring that this action is a proper class action, certifying the  
27 Nationwide and statewide classes as requested herein, designating  
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- 1 Plaintiffs as Class Representatives of the classes that they respectively  
2 seek to represent, and appointing Plaintiffs' attorneys as Class Counsel;
- 3 B. Ordering Sonos to pay actual and statutory damages (including punitive  
4 damages) and restitution by way of judgment to Plaintiffs and the other  
5 Class members, as allowable by law;
- 6 C. Ordering Sonos to pay both pre- and post-judgment interest on any  
7 amounts awarded;
- 8 D. Enjoining Sonos from further deceptive sales practices with respect to the  
9 Arcs;
- 10 E. Ordering Sonos to permanently repair the Arcs, within a reasonable time  
11 period and at no cost to Class members, so that they no longer possess the  
12 Pop of Death defect;
- 13 F. Ordering Sonos to pay attorneys' fees and costs of suit; and
- 14 G. Ordering such other and further relief as may be just and proper.

15 **JURY DEMAND**

16 Plaintiffs hereby demand a trial by jury on all issues so triable.

17 Dated: October 5, 2023

Respectfully submitted,

18 s/ Steven M. Jodlowski

19 Steven M. Jodlowski (Bar No. 239074)

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