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Andrea R. Gold (*pro hac vice* forthcoming)
David A. McGee (*pro hac vice* forthcoming)
agold@tzlegal.com
dmcgee@tzlegal.com
TYCKO & ZAVAREEI LLP
2000 Pennsylvania Avenue NW
Suite 1010
Washington, DC 20006
P: 202-973-900

Annick M. Persinger, CA Bar No. 272996
apersinger@tzlegal.com
TYCKO & ZAVAREEI LLP
1970 Broadway
Suite 1070
Oakland, CA 94612
P: 510-254-6808

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

Stephan Herrick, on Behalf of Himself and
All Others Similarly Situated,

Plaintiffs,

vs.

TTE TECHNOLOGY, INC., dba TCL
NORTH AMERICA,

Defendant.

Case No. **CVRI2500738**

**PLAINTIFF'S CLASS ACTION
COMPLAINT FOR:**

1. **Violations of California's Unfair Competition Law, Business and Professions Code, § 17200 *et seq.***
2. **Violations of California's False Advertising Law, Business and Professions Code, § 17500 *et seq.***
3. **Violations of California's Consumer Legal Remedies Act, California Civil Code, § 1750 *et seq.***
4. **Unjust Enrichment**
5. **Fraud**
6. **Negligent Misrepresentation**

Judge

Department

(JURY TRIAL DEMANDED)

CLASS ACTION COMPLAINT

1
2 1. Plaintiff Stephan Herrick, individually and on behalf of all others similarly
3 situated, by and through counsel, brings this action against TTE Technology, Inc., d/b/a TCL
4 North America (“TCL”). Plaintiff’s allegations herein are based upon personal knowledge and
5 belief as to their own acts and upon the investigation of their counsel, including information
6 received from class members who have experienced TCL televisions either (i) failing to have
7 quantum dot light-emitting diode technology (“QLED”) or (ii) having QLED technology present
8 in such minimal amounts that it does not meaningfully contribute to the performance or display
9 output of the television thereby making the QLED technology functionally irrelevant to the
10 performance or display of the television (collectively the “QLED Deficiency”) despite being
11 advertised as having such technology as described herein, and information and belief as to all
12 other matters.

INTRODUCTION

13
14 2. Plaintiff brings this action, individually and on behalf of a Class of similarly
15 situated owners of TCL QLED televisions (“TV(s)”). This action arises from TCL’s concealment
16 of the technical specifications and display performance of its QLED televisions, and its related
17 false advertising that certain of its QLED televisions, while advertised as having QLED
18 technology, do not actually contain QLED technology or, if QLED technology is present, it is
19 present in such minimal amounts that it does not meaningfully contribute to the performance or
20 display output of the television, thereby making a claim the television is a QLED television
21 misleading.

22 3. TCL has long been aware that its QLED televisions do not have the advertised
23 QLED technology (or include negligible amounts of the technology as to not provide the
24 advertised benefits). Notwithstanding its longstanding knowledge, TCL continues to advertise
25 that certain of its QLED televisions have QLED technology when they, in fact, do not contain
26 QLED technology or include the technology in such negligible amounts as to not provide the
27 advertised benefits. Through this conduct, TCL engages in unfair, deceptive, and fraudulent
28 conduct with the intent to deceive the consuming public.

4. As a result of TCL's unfair, deceptive, and/or fraudulent business practices, owners of TCL QLED televisions, including Plaintiff, have suffered ascertainable losses. The unfair and deceptive practices committed by TCL were conducted in a manner giving rise to substantial aggravating circumstances.

5. Had Plaintiff and other Class Members known about the QLED Deficiency at the time of purchase, they would not have bought the TCL QLED televisions, or would have paid substantially less for them.

6. TCL advertises that its televisions include QLED technology, despite its knowledge to the contrary, in order to charge a premium price to consumers. Accordingly, Plaintiff and putative Class Members paid a premium for technology that the televisions did not contain (or contained in such negligible amounts as to not provide the advertised benefits). Plaintiff and the putative Class Members suffered an injury in fact, incurred damages, and otherwise have been harmed by TCL's conduct.

7. Accordingly, Plaintiff brings this action to redress TCL's violations of California's consumer fraud statutes, California's false advertising statutes, fraud, and negligent misrepresentation.

THE PARTIES

8. Plaintiff Stephan Herrick is a resident of the state of California who resides in Fontana (San Bernardino County), California. On or about July 17, 2024, while a resident of California, Plaintiff Stephan Herrick purchased a new TCL television for personal use that TCL sold through Amazon. Amazon delivered the TCL TV to Stephan Herrick's home in California.

9. Defendant TTE Technology, Inc., dba TCL North America (hereafter, “TCL” or “Defendant”), is a Delaware Corporation, with its principal place of business located within Riverside County at 1860 Compton Avenue, Corona, California 92881. Accordingly, Defendant is a resident of the states of Delaware and California.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this action pursuant to California Code of Civil Procedure § 410.10, California Business and Professions Code §§ 17203, 17204,

1 17535, and California Civil Code § 1780. This Court has jurisdiction over the parties because
 2 Plaintiff submits to the jurisdiction of this Court, and Defendant TCL is headquartered in
 3 Riverside County, in the State of California.

4 11. Venue is proper in this Court pursuant to California Code of Civil Procedure §§
 5 395 and 395.5, California Business and Professions Code §§ 17203, 17204, and 17535, and
 6 California Civil Code § 1780(d) because Defendant does business in this county and a substantial
 7 part of the acts and omissions complained of occurred in Riverside County.

8 **GENERAL ALLEGATIONS**

9 **A. TCL Televisions**

10 12. TCL is headquartered in Corona, California and sells televisions throughout the
 11 United States through numerous retailers such as Amazon, Best Buy, Target, and Walmart.

12 13. TCL is one of the leading sellers of televisions in the United States and is now the
 13 fastest growing TV brand in North America.¹

14 14. Televisions are a product in high demand sold at various prices for a substantial
 15 profit.

16 15. The television market changes frequently and is highly competitive. TCL sells its
 17 televisions through retailers (both at brick-and-mortar stores and online), which would be
 18 expected to cease offering TCL products if those products could not be sold at a profit or if
 19 consumers preferred a competing brand.

20 16. Consumer demand is affected by the technical specifications of televisions,
 21 including the display technology specification.

22 17. Thus, to remain competitive and stimulate consumer demand, TCL must advertise
 23 attractive technical specifications at competitive prices. If consumers were to view TCL
 24 televisions as less technologically advanced and choose another brand, it would have a materially
 25 adverse effect on TCL's sales and its financial condition.

26
 27
 28 ¹ <https://markets.businessinsider.com/news/stocks/tcl-celebrates-its-five-year-anniversary-in-north-america-with-stronger-than-ever-sales-and-a-new-line-of-premium-tvs-1028509304> (last visited February 11, 2025).

1 **B. Quantum Dot Display Technology: A Primer and its Importance**

2 18. Today's standard television is commercially known as a Light-emitting diode
3 ("LED") television. LED televisions utilize a Liquid-crystal display ("LCD") and many LEDs to
4 create images on the television.

5 19. LEDs serve as the backlight for the television, emitting different colors and
6 brightness levels when electrical currents pass through them.

7 20. The LCD is placed in front of the backlight and allows or blocks light from the
8 LED, as dictated by the image to be displayed on the screen.

9 21. The LCD is divided into millions of tiny sections, called pixels, which can be
10 turned on or off to allow light and color to pass through from the backlight and create a particular
11 image on the television.

12 22. LED televisions are commonplace in the television market today largely in part to
13 their picture quality which provides for better brightness, contrast, and a wider color spectrum
14 than Cathode Ray Tube televisions, which LEDs have replaced in the market.

15 23. A recent development in LED televisions has been the implementation of quantum
16 dot technology.

17 24. A quantum dot is a human-made nanoparticle that ranges in size. The size of a
18 quantum dot determines the wavelength of light it emits and, in turn, the color it emits.

19 25. Quantum dots are made using semiconductor materials such as metals.

20 26. Quantum dot technology is implemented in televisions by applying the quantum
21 dots to a sheet of film or panel that sits between the LED backlight and the LCD.

22 27. Quantum dots filter the light and color from the LEDs to improve the capabilities
23 of the LCD and allow it to reveal a wider and more saturated range of colors compared to a
24 standard LED television.

25 28. As a result of the improvement in color and saturation from quantum dot
26 technology, several major television brands have implemented this technology into their
27 televisions including Samsung, Vizio, and LG.

29. Televisions implementing quantum dot technology are marketed as QLED or Quantum Dot (“QD”) televisions.

30. In order to be considered a QLED (or QD) television, the television must actually include quantum dot technology, or otherwise include quantum dot technology in a sufficient manner for the technology to actually provide a meaningful improvement in the television’s performance. Any television that fails to include quantum dot technology (or includes only a negligible amount of the technology such that it fails to provide a meaningful improvement in performance or display technology) is *not* a QLED or QD television – and is only an LED television.

31. Notably, because quantum dots are produced through a chemical process, the technology leaves known chemical markers. Thus, it can be verified whether QLED technology is present in a television or is present in sufficient amounts as to provide the advertised benefits and improvement in performance. A television that does not bear these chemical markers would only be an LED television.

32. An LED television therefore cannot, without the existence of quantum dot technology, be considered a QLED or QD television. And, even if QLED technology is present in the TV, if it does not meaningfully contribute to the performance or display of the television, it similarly cannot truly be considered a QLED or QD television.

C. Industry Tests on TCL Televisions

33. As reported by various news services, on September 5, 2024, Hansol Chemical, a manufacturer of materials used in television technology, commissioned tests of TCL televisions by third-party global testing and certification agencies SGS and Intertek.²

34. The purpose of these tests was to analyze the quantum dot capabilities of three TCL television models.

35. The models tested were the C655, C655 Pro, and the C755.

36. Each of these models were marketed by TCL as having quantum dot technology.

² See <https://www.extremetech.com/electronics/testing-shows-tcl-quantum-dot-tvs-may-not-have-quantum-dots#:~:text=TCL%20claims%20to%20have%20quantum,to%20have%20no%20quantum%20dots> (last visited February 11, 2025).

37. The results of the testing done on the TCL televisions found that the televisions did not contain any traces of indium or cadmium, which are both primary elements required for the creation of quantum dots.³

38. As such, TCL was aware, or should have been aware, that some of its televisions did not contain quantum dot technology.

39. Quantum dot technology cannot be implemented or be believed to be implemented without the existence of indium and cadmium materials.

40. TCL is marketing its Q651G, Q672G, and A300W televisions as having quantum dot technology when testing of the foregoing models showed that either: (i) the televisions do not have QLED technology, or (ii) that if QLED technology is present it is not meaningfully contributing to the performance or display of the televisions, meaning that they should not be advertised as QLED televisions.

D. TCL's Practice of Falsely Advertising Quantum Dot Display Technology

41. TCL claims that it "introduced the world's first big-screen QLED TV in 2014, pioneering quantum dot color technology."⁴

42. Since then, TCL has introduced the Q651G, Q672G, and A300W television models and claimed they were QLED or QD televisions even though they did not include quantum dot technology or included QLED technology that is not meaningfully contributing to the performance or display technology in these television models that would have legitimately allowed TCL to make that claim.

43. TCL markets directly to consumers through tclusa.com. Upon information and belief, TCL approves and controls the content of tclusa.com, including the statements about quantum dot technology at issue here, from its headquarters and principal place of business in Corona, California.

44. Upon information and belief, TCL formulates, approves, controls, and disseminates its advertising and marketing, including the statements about the quantum dot

³ See

https://www.koreatimes.co.kr/www/tech/2024/12/129_386091.html#:~:text=According%20to%20officials%2C%20Hansol%20Chemical,their%20sheets%20and%20diffuser%20plates. (last visited February 11, 2025)

⁴ See <https://www.tcl.com/us/en/about-us/our-story> (last visited February 11, 2025).

1 technology at issue here, at its headquarters in Corona, California. Upon information and belief,
 2 TCL's executives and marketing personnel are employed at TCL's California headquarters.

3 45. For example, on TCL's website, the product page for a model Q651G QLED
 4 Television states that it is a "QLED Pro" with "Quantum Dot Technology" and the product page
 5 contains additional representations extolling the benefits of a QLED TV and QLED technology:
 6 "QLED PRO – QUANTUM DOT TECHNOLOGY Rich, vibrant colors covering nearly the
 7 entire DCI-P3 color space to bring images to life."⁵

MODEL 43Q651G

8 9 **TCL 43" Q CLASS 4K UHD HDR QLED SMART TV** 10 **WITH GOOGLE TV – 43Q651G**

★★★★★ 4.8 (105) Write a review

Suggested Price

\$499.99

WHERE TO BUY

- 4K UltraHD Resolution
- QLED PRO – Quantum Dot Technology
- High Brightness+ LED Backlight

14 15 **QLED PRO - QUANTUM DOT TECHNOLOGY**

16 Rich, vibrant colors covering nearly the entire DCI-P3 color space to bring images to life.

17
 18 46. TCL makes additional misleading and false statements in specification sheets –
 19 "Spec Sheets" on their website. For example, its specification sheet for the TCL Q651G
 20 television, TCL describes the television's display as having the following capabilities:

21 **Display**

Display Technology	QLED
Panel Refresh Rate	60Hz
Panel Resolution	4K Ultra HD (3840 x 2160)
Display Colors	1.07 billion
High Dynamic Range Format	HDR PRO+ (Dolby Vision, HDR10+, HDR10, HLG)

22
 23
 24
 25
 26 47. TCL's marketing and listing of technical specifications of televisions that contain
 27 a QLED Deficiency as QLED or QD is misleading and untrue.

28 ⁵ See <https://www.tcl.com/us/en/products/home-theater/q6-class/55-class-4k-qled-hdr-google-tv-55q651g> (last visited February 11, 2025).

48. Not only are TCL's statements untrue and misleading, but whether a television has quantum dot technology cannot be readily verified by the consumer.

49. TCL markets the Q672G and A300W televisions in the same way, both stating that the televisions have quantum dot technology or QLED technology and stating the same in their respective "Spec sheets," despite none of these television models containing QLED technology or the QLED technology that is present does not meaningfully contribute to the television's performance or display technology.

Model	QLED Representations on Product Page	QLED Representations on Spec Sheet
Q672G	<p>"QLED PRO – Quantum Dot Technology"</p> <p>"QLED PRO – QUANTUM DOT TECHNOLOGY Rich, vibrant colors covering nearly the entire DCI-P3 color space to bring images to life"⁶</p>	<p>"An Easy Choice for QLED"</p> <p>"QLED"⁷</p>
A300W	<p>"QLED PRO – Quantum Dot Technology"</p> <p>"QLED PRO – Quantum Dot Technology Rich, vibrant, and amazingly accurate colors bring images to life."</p> <p>"QLED PRO – Quantum Dot Technology Rich, vibrant accurate colors bring images to life."⁸</p>	<p>"QLED"⁹</p>

⁶ See <https://www.tcl.com/us/en/products/home-theater/q6-class/98-class-4k-qled-hdr-google-tv-98q672g> (last accessed February 11, 2025).

⁷ *Id.* under "Specifications".

⁸ See <https://www.tcl.com/us/en/products/home-theater/nxtframe-tv/tcl-65-class-nxtframe-4k-qled-smart-tv-with-google-tv-65a300w> (last accessed February 11, 2025).

⁹ *Id.* under "Specifications".

1 50. TCL's misleading and untrue statements about the quantum dot technology of its
2 televisions are likely to deceive consumers and are intended to try and influence their decisions
3 to purchase a TCL television.

4 51. Upon information and belief, TCL also made these misleading and untrue
5 statements so that retailers would offer TCL's televisions for sale in store and online and to
6 motivate them to recommend TCL's televisions to consumers. If TCL's retailers did not
7 adequately display or offer for sale TCL's televisions, then TCL's net sales would have decreased,
8 and its business would have been harmed.

9 52. TCL's misleading and untrue statements about the technical specifications and
10 performance of its televisions allowed TCL to sell its lesser-quality product at a higher price and
11 allowed TCL to realize a profit it may not have otherwise made if it were truthful regarding the
12 performance and display capabilities of its televisions.

13 **PLAINTIFF'S FACTUAL ALLEGATIONS**

14 53. TCL markets and sells its televisions through retail stores, retail store websites,
15 and other online sellers, such as Amazon.

16 54. TCL markets the Q651G television on its website and on other retailers' websites
17 as being a QLED television; however, the television does not contain QLED technology, or if it
18 does, the QLED technology does not meaningfully contribute to the television's performance or
19 display technology despite being advertised as such.

20 55. In marketing the 55Q651G TV, which is the model Plaintiff purchased, TCL
21 makes the following statements about the model's QLED technology "QLED Pro – Quantum Dot
22 Technology Rich, vibrant colors covering nearly the entire DCI-P3 color space to bring images
23 to life."¹⁰

24 56. In the "Spec Sheets," TCL markets the Q651G TV as being a QLED television.¹¹

25 57. On or about July 17, 2024 while a resident and citizen of the State of California,
26 Plaintiff Stephan Herrick purchased a new TCL QLED TV, model number 55Q651G from

27 ¹⁰ See <https://www.tcl.com/us/en/products/home-theater/q6-class/55-class-4k-qled-hdr-google-tv-55q651g> (last
28 access February 11, 2025).

¹¹ <https://www.tcl.com/us/en/products/home-theater/q6-class/55-class-4k-qled-hdr-google-tv-55q651g> (last visited
February 11, 2025)

1 Amazon. Plaintiff Herrick purchased his TCL QLED TV for approximately \$329.24. Plaintiff
2 Herrick purchased this TCL QLED TV because it was supposedly a QLED television, which is
3 supposed to provide a higher picture quality than an LED television.

4 58. Before he purchased this TCL television, Plaintiff Stephan Herrick reviewed the
5 advertising on Amazon, which stated that a TCL 55Q651G TV was in fact a QLED television.
6 Plaintiff Herrick also confirmed what he viewed on Amazon by viewing the 55Q651G TV on
7 TCL's website, where he saw the statements noted above. Plaintiff Herrick also conducted
8 research into the television before purchase, including by reading reviews of the television on
9 Rtings.com, Tom's Guide, user experience reviews on Reddit, Techpowerup.com, user
10 experience reviews on Quora, and avsforum.com. And upon receiving the television from
11 Amazon, which came in a TCL branded box, Plaintiff Herrick saw the statements on the box that
12 it was a QLED TV, a QClass TV, and the following language "QLED COLOR RICH, VIBRANT
13 COLORS BRINGING IMAGES TO LIFE."

14 59. One of the reasons Mr. Herrick purchased a TCL 55Q651G TV was that it was
15 advertised as QLED as he intended to purchase a QLED television because it ostensibly provided
16 better picture quality, including more vivid colors, than a standard LED television.

17 60. As a result of TCL's false and misleading statements, Mr. Herrick paid more for
18 his TCL television than he would have paid had the television not had the QLED Deficiency and
19 TCL's advertising and representations concerning the television's QLED technology been
20 truthful.

21 61. If Plaintiff Herrick's TCL television had the QLED technology advertised, Mr.
22 Herrick would purchase a TCL television in the future. Alternatively, if the Court were to issue
23 an injunction ordering TCL to comply with advertising and consumer protection laws, Mr.
24 Herrick would likely purchase a TCL QLED television in the future.

25 **CLASS ALLEGATIONS**

26 62. Plaintiff incorporates and realleges the above paragraphs.

27 63. Plaintiff brings this suit as a class action on behalf of themselves and on behalf of
28 themselves and the members of the proposed Class.

1 64. Plaintiff seeks to represent the following “Class”:

2 All individuals who, during the Class Period, purchased a TCL television,
3 including but not limited to, model numbers Q651G, Q672G, or A300W advertised
4 and labeled as having a “QLED” or “QD-Mini LED” display in the state of
5 California.

6 65. Plaintiff seeks certification of the Class for all Causes of Action. Plaintiff reserves
7 the right to modify the class definitions or add sub-classes as necessary prior to filing a motion
8 for class certification.

9 66. The “Class Period” is the time period beginning on the date established by the
10 Court’s determination of any applicable statute of limitations, after consideration of any tolling
11 and accrual issues, and ending on the date of entry of judgment.

12 67. Excluded from the Class is TCL; any affiliate, parent, or subsidiary of TCL; any
13 entity in which TCL has a controlling interest, any officer, director, or employee of TCL; any
14 successor or assign of TCL; anyone employed by counsel in this action; any judge to whom this
15 case is assigned, his or her spouse and immediate family members; and members of the judge’s
16 staff.

17 68. Numerosity/Ascertainability: The members of the Class are so numerous that
18 joinder of all members would be unfeasible and impracticable. The exact number of Class
19 members is unknown to Plaintiff at this time; however, it is estimated that there are more than one
20 thousand (1,000) individuals in the Class. The identity of such membership is readily
21 ascertainable from TCL’s records and the records of its retailers.

22 69. Common Questions of Law and Fact Predominate: There are common questions
23 of law and fact as to Plaintiff and all other similarly situated individuals, which predominate over
24 questions affecting only individual members including, without limitation, the following:

25 a. Whether TCL’s statements and representations about the quantum dot technology
26 of its televisions are false or misleading.

27 b. Whether TCL violated California’s Unfair Competition Law (“UCL”), Business
28 and Professions Code, § 17200 et seq., by, *inter alia*, (i) advertising its televisions as using

1 technology that they do not use; and (ii) misrepresenting the quantum dot technology of
2 its televisions.

3 c. Whether TCL violated California's False Advertising Law, Business and
4 Professions Code § 17500 et seq., by, *inter alia*, (i) advertising its televisions as using
5 technology that they do not use; and (ii) misrepresenting the quantum dot technology of
6 its televisions.

7 d. Whether TCL violated California's Consumer Legal Remedies Act ("CLRA"),
8 Civil Code § 1770, by, *inter alia*, (i) representing that its televisions have characteristics,
9 uses, or benefits, that they do not have, in violation of Ca. Civil Code § 1770(a)(5); (ii)
10 representing that its televisions are of a particular standard, quality, or grade, when they
11 are not, in violation of Ca. Civil Code § 1770(a)(7); or (iii) advertising its televisions with
12 intent not to sell them as advertised, in violation of Ca. Civil Code § 1770(a)(9).

13 e. Whether TCL has been unjustly enriched by, *inter alia*, (i) advertising its
14 televisions as using technology that they do not use; and (ii) misrepresenting the quantum
15 dot technology of its televisions.

16 f. Whether TCL negligently misrepresented the technological specifications of their
17 televisions by advertising them as having QLED display technology when they contained
18 a QLED Deficiency.

19 70. Typicality: Plaintiff's claims are typical of the claims of the Class because Plaintiff
20 purchased a TCL television that TCL represented and sold at a higher price by claiming it had
21 quantum dot technology, that, in reality, it did not have.

22 71. Adequacy of Representation: Plaintiff is fully prepared to take all necessary steps
23 to represent fairly and adequately the interests of the members of the Class. Moreover, Plaintiff's
24 attorneys are ready, willing and able to fully and adequately represent the members of the Class
25 and Plaintiff. Plaintiff's attorneys are experienced in prosecuting class actions and consumer fraud
26 and product liability cases and are committed to vigorously prosecuting this action on behalf of
27 the members of the Class.
28

1 72. Superiority: The California statutory law on unfair competition is broadly remedial
2 in nature and serves an important public interest in preventing or deterring unfair, deceptive,
3 untrue or misleading advertising. The nature of this action and the format of laws available to
4 Plaintiff and members of the Class make the class action format a particularly efficient and
5 appropriate procedure to redress the violations alleged herein.

6 73. While the aggregate damages sustained by the Class are in the millions of dollars,
7 the individual damages incurred by each member of the Class resulting from Defendant's
8 wrongful conduct are too small to warrant the expense of individual lawsuits. The likelihood of
9 individual Class members prosecuting their own separate claims is remote, and, even if every
10 member of the Class could afford individual litigation, the court system would be unduly
11 burdened by individual litigation of such cases.

12 74. Defendant has acted or refused to act on grounds that apply generally to the Class,
13 thereby making appropriate final injunctive and corresponding declaratory relief with respect to
14 the Class as a whole.

15 75. The prosecution of separate actions by members of the Class would create a risk
16 of establishing inconsistent rulings and/or incompatible standards of conduct for Defendant. For
17 example, one court might enjoin Defendant from performing the challenged acts, whereas another
18 might not. Additionally, individual actions may be dispositive of the interests of the Class,
19 although certain class members are not parties to such actions.

20 76. The conduct of Defendant is generally applicable to the Class as a whole and
21 Plaintiff seeks, *inter alia*, equitable remedies with respect to the Class as a whole. As such, the
22 systematic policies and practices of Defendant make declaratory relief with respect to the Class
23 as a whole appropriate.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**FOR VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION LAW, BUSINESS &
PROFESSIONS CODE SECTION 17200**

77. Plaintiff re-alleges and incorporates by reference each of the preceding paragraphs as though fully set forth herein.

78. Plaintiff brings this claim on behalf of themselves and the Class.

79. The California Unfair Competition Law (“UCL”) prohibits acts of “unfair competition,” including any “unlawful, unfair or fraudulent business act or practice” and “unfair, deceptive, untrue or misleading advertising.” Cal. Bus. & Prof. Code § 17200.

80. TCL is a “person” as defined by Cal. Bus. & Prof. Code § 17201.

81. TCL has engaged and continues to engage in unlawful, fraudulent and/or unfair business acts or practices in California and nationwide, as well as unfair, deceptive, untrue or misleading advertising in California and nationwide, in violation of California’s Unfair Competition Law (“UCL”), Business and Professions Code § 17200 *et seq.*

82. TCL violated the unlawful prong of § 17200 by its violation of Cal. Bus. & Prof. Code § 17500 and the Consumer Legal Remedies Act, Civil Code § 1750 *et seq.*, as alleged below.

83. TCL violated the fraud prong of the UCL by making statements about the quantum dot technology used in its television that are likely to deceive consumers and deceived Plaintiff.

84. TCL violated the unfair prong of the UCL because the acts and practices set forth in the Complaint offend established policy and harm Plaintiff and the Class as well as competition.

85. TCL violated the unfair, deceptive, untrue or misleading advertising prong of the UCL because the acts and practices set forth in the Complaint regarding their misrepresentations and untrue statements to Plaintiff and the Class are intended to deceive them and influence the Plaintiff’s and the Class members’ decision to purchase TCL’s televisions.

86. TCL’s utilization of these unlawful or unfair business practices, and the unfair, deceptive, untrue or misleading advertising practices, injured Plaintiff and the Class because they

1 paid more for their televisions than they otherwise would have paid absent TCL's deceptive
2 practices.

3 87. The acts complained of herein occurred within the last four years immediately
4 preceding the filing of the Complaint in this action.

5 88. All the wrongful conduct alleged herein occurred, and continues to occur, in the
6 conduct of TCL's business. TCL's wrongful conduct is a part of a pattern of generalized course
7 of conduct that is still perpetuated and repeated in the State of California.

8 89. The injuries suffered by Plaintiff and the Class Members are greatly outweighed
9 by any potential countervailing benefit to consumers or to competition, nor are they injuries that
10 Plaintiff and the Class Members could have reasonably avoided.

11 90. Plaintiff requests that this Court enter such orders or judgments as may be
12 necessary to enjoin TCL from continuing its unfair, unlawful and/or deceptive practices, and to
13 restore to Plaintiff and the Class the monies that TCL acquired by means of such unfair
14 competition.

15 91. As a result of Defendant's unlawful, unfair, and deceptive business acts and
16 practices, Plaintiff and the members of the Class are entitled to an order, pursuant to Business and
17 Professions Code § 17203, enjoining such future conduct by Defendant and such other orders and
18 judgments that may be necessary to provide restitutionary disgorgement of Defendant's ill-gotten
19 gains and to restore to any putative Class Member all monies paid as a result of Defendant's
20 conduct.

21 **SECOND CAUSE OF ACTION**

22 **FOR VIOLATION OF CALIFORNIA'S FALSE ADVERTISING LAW, BUSINESS &**
23 **PROFESSIONS CODE SECTION 17500**

24 92. Plaintiff re-alleges and incorporates by reference each of the preceding paragraphs
25 as though fully set forth herein.

26 93. Plaintiff brings this claim on behalf of themselves and the Class.

27 94. The California False Advertising Law ("FAL") states: "It is unlawful for any ...
28 corporation ... with intent directly or indirectly to dispose of real or personal property ... to induce

1 the public to enter into any obligation relating thereto, to make or disseminate or cause to be made
2 or disseminated ... from this state before the public in any state, in any newspaper or other
3 publication, or any advertising device ... or in any other manner or means whatsoever, including
4 over the Internet, any statement ... which is untrue or misleading, and which is known, or which
5 by the exercise of reasonable care should be known, to be untrue and misleading.” Cal. Bus. &
6 Prof. Code § 17500.

7 95. TCL caused to be made or disseminated throughout California and the United
8 States, through advertising, marketing, and other publications, statements that were untrue or
9 misleading, and which were known, or which by exercise of reasonable care should have been
10 known to TCL, to be untrue and misleading to consumers, including Plaintiff and other Class
11 Members.

12 96. TCL has violated the FAL because the misrepresentations regarding the
13 technology and materials used in its televisions as set forth in this Complaint were material and
14 likely to deceive a reasonable consumer. Examples of which include, but are not limited to, TCL’s
15 statements on its website for individual television models stating those televisions have “QLED”
16 technology, statements appearing on packaging and online retailers’ websites stating that its
17 televisions have “QLED” technology, statements representing the benefits of QLED technology
18 when such technology is not present such as that QLED technology provides “Rich, vibrant, and
19 amazingly accurate colors bring images to life”, and other similar advertising where TCL
20 represented that its televisions have “QLED” technology. By misrepresenting the technological
21 components of its televisions when advertising their televisions, TCL’s statements were untrue or
22 misleading.

23 97. Plaintiff and the other Class Members have suffered an injury in fact, including the
24 loss of money or property, as a result of TCL’s unfair, unlawful, and/or deceptive practices. In
25 purchasing their TCL televisions, Plaintiff and the other Class Members relied on TCL’s
26 misrepresentations with respect to the technological and display specifications of their purchased
27 televisions. TCL’s representations were untrue because the televisions were manufactured and
28 sold without containing QLED technology or if such QLED technology was present was present

1 in such minimal amounts where the QLED technology did not enhance the performance or display
 2 technology of the TV, even while being advertised as having such technology or having certain
 3 benefits as a result of that technology being present. Had Plaintiff and other Class Members
 4 known this, they would not have purchased their televisions and/or paid as much as they did for
 5 them. Accordingly, Plaintiff and the other Class Members overpaid for their TCL televisions and
 6 did not receive the benefit of their bargain.

7 98. All the wrongful conduct alleged herein occurred, and continues to occur, in the
 8 conduct of TCL's business. TCL's wrongful conduct is part of a pattern of a generalized course
 9 of conduct that is still perpetuated and repeated throughout the United States.

10 99. Plaintiff, individually and on behalf of other Class Members, request that this
 11 Court enter such orders or judgments as may be necessary to enjoin Defendant from continuing
 12 their unfair, unlawful, and/or deceptive practices, and to restore to Plaintiff and the Class the
 13 monies that TCL acquired by means of such unfair competition.

14 **THIRD CAUSE OF ACTION**
 15 **FOR VIOLATION OF CALIFORNIA'S CONSUMERS LEGAL REMEDIES ACT,**
 16 **CIVIL CODE SECTION 1750**

17 100. Plaintiff re-alleges and incorporates by reference each of the preceding paragraphs
 18 as though fully set forth herein.

19 101. Plaintiff brings this claim on behalf of themselves and the Class.

20 102. The Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.* ("CRLA"),
 21 is a statute that is to be liberally construed to protect consumers against unfair and deceptive
 22 business practices in connection with the conduct of businesses providing goods, property or
 23 services to consumers primarily for personal, family, or household use.

24 103. TCL is a "person," as defined by Cal. Civ. Code §§ 1761(c) & 1770 and has
 25 provided "services," as defined by Cal. Civ. Code §§ 1761(b) & 1770.

26 104. Plaintiff and the Class are "consumers," as defined by Cal. Civ. Code §§ 1761(d)
 27 & 1770, and have engaged in a "transaction," as defined by Cal. Civ. Code §§ 1761(e) & 1770.
 28

1 105. TCL has engaged and continues to engage in unfair methods of competition and
2 unfair or deceptive acts or practices intended to result or that results in the sale of goods, in
3 violation of the CLRA, Civil Code, § 1770.

4 106. As alleged herein, TCL has and continues to represent that its televisions have
5 characteristics, uses, or benefits that they do not have, in violation of Cal. Civ. Code § 1770(a)(5).

6 107. As alleged herein, TCL has and continues to represent that its televisions are of a
7 particular standard, quality, or grade, when they are not, in violation of Cal. Civ. Code §
8 1770(a)(7).

9 108. As alleged herein, TCL has and continues to advertise its televisions with intent
10 not to sell them as advertised, in violation of Cal. Civ. Code § 1770(a)(9).

11 109. TCL's unfair or deceptive acts or practices occurred repeatedly in TCL's trade or
12 business and were capable of deceiving a substantial portion of the purchasing public.

13 110. Throughout the Class period, TCL knew or should have known that the televisions'
14 technology was misrepresented, did not have the display technology advertised to consumers, and
15 that the televisions would not perform as advertised because they contained a QLED Deficiency.

16 111. TCL was under a duty to Plaintiff and Class Members to disclose the fact that its
17 televisions did not have QLED technology or included negligible amounts of the technology as
18 to not provide the advertised benefits to Plaintiff because:

- 19 a. TCL was in a superior position to know the true state of facts about the technology
20 contained in its televisions.
- 21 b. Plaintiff and Class Members could not reasonably have been expected to learn or
22 discover that the televisions were defective and not in accordance with TCL's
23 advertisements and representations.
- 24 c. TCL knew that Plaintiff and the Class Members could not reasonably have been
25 expected to learn or discover the fact that its televisions had a QLED Deficiency
26 despite advertising that its TVs contained QLED technology; and
27
28

1 d. TCL actively concealed and failed to disclose to Plaintiff and Class Members the
2 fact that its televisions advertised as having QLED technology had a QLED
3 Deficiency.

4 112. In failing to disclose that its televisions had a QLED Deficiency, TCL has
5 knowingly and intentionally concealed material facts and breached its duty not to do so.

6 113. The facts concealed or not disclosed by TCL to Plaintiff and the Class Members
7 are material in that a reasonable consumer would have considered them to be important in
8 deciding whether to purchase TCL's televisions or pay a lesser price.

9 114. The concealed or misrepresented facts concerning TCL television's display
10 technology are also material because they concern central functions of the product (*e.g.*, the
11 display performance of the TV).

12 115. Finally, the facts concerning the TCL televisions having the QLED Deficiency that
13 TCL concealed or omitted from its representations to customers are also material because they
14 contradict TCL's advertising and representations about TCL televisions' display technology and
15 performance.

16 116. Had Plaintiff and the Class known about the fact that TCL televisions had a QLED
17 Deficiency, they would not have purchased the televisions or would have paid less for them.

18 117. Plaintiff plausibly would have learned that TCL's televisions had the QLED
19 Deficiency if TCL had disclosed it through ubiquitous advertising or to authorized retailers and
20 carrier service retail locations. Plaintiff and the other Class members' injuries were proximately
21 caused by TCL's fraudulent and deceptive business practices.

22 118. Concurrent with the filing of this complaint, Plaintiff has provided TCL with
23 notice of its violations of the CLRA pursuant to California Civil Code § 1782(a) and is currently
24 seeking injunctive relief under the CLRA. Plaintiff reserves the right to amend this Complaint to
25 seek monetary damages under the CLRA pursuant to California Civil Code § 1782(d).

26 119. Plaintiff's declaration stating facts showing that venue in this District is proper
27 pursuant to Cal. Civ. Code § 1780(c) are attached hereto as **Exhibit 1**.
28

FIFTH CAUSE OF ACTION

FRAUD

131. Plaintiff re-alleges and incorporates by reference all allegations of the preceding paragraphs as though fully set forth herein.

132. The failure to disclose and/or concealment of material facts by TCL to Plaintiff and the Class Members, as set forth above, was known, or through reasonable care should have been known, by TCL to be false or misleading and material, and was intended to mislead Plaintiff and Class Members.

133. Plaintiff and Class Members were actually misled and deceived and were induced by Defendant to purchase the televisions which they would not otherwise have purchased or would have paid substantially less for.

134. As a result of TCL's conduct, Plaintiff and the Class Members have been damaged in an amount to be determined at trial.

SIXTH CAUSE OF ACTION

NEGLIGENT MISREPRESENTATION

135. Plaintiff re-alleges and incorporates by reference all allegations of the preceding paragraphs as though fully set forth herein.

136. TCL had a duty to provide honest and accurate information to its customers so that customers could make informed decisions on the substantial purchase of a television.

137. TCL failed to disclose and/or concealed material facts regarding the display technology of its TVs advertised as being QLED televisions.

138. TCL knew, or in the exercise of reasonable diligence, should have known, that the ordinary and reasonable consumer would be misled by TCL's misleading and deceptive advertisements and statements, which failed to disclose and/or concealed material facts concerning the TCL televisions that TCL knew or should have known would have misled an ordinary and reasonable consumer.

139. Plaintiff and the Class Members justifiably relied on TCL's misrepresentations and have been damaged thereby in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief on behalf of themselves and the Class against the Defendant:

1. Certification of this class action and appointment of Plaintiff and Plaintiff's counsel to represent the Class;

2. A declaratory judgment that Defendant violated California's Unfair Competition Law, Business and Professions Code, § 17200 *et seq.*;

3. A declaratory judgment that Defendant violated California's False Advertising Law, Business and Professions Code, § 17500 *et seq.*;

4. A declaratory judgment that Defendant violated California's Consumer Legal Remedies Act, California Civil Code, § 1750 *et seq.*;

5. That Defendant be permanently enjoined from engaging in the unlawful, unfair, and illegal acts and practices alleged herein;

6. For actual or statutory damages under California's UCL and FAL, and other enhanced damages where available;

7. For an award of all monies owed under Plaintiff's claims of unjust enrichment;

8. For an award of all monies owed under Plaintiff's claims of fraud;

9. For an award of all monies owed under Plaintiff's claims for negligent misrepresentation;

10. For an award of punitive damages;

11. For reasonable attorneys' fees and costs, pursuant to California Code of Civil Procedure § 1021.5 and/or other applicable law;

12. Costs of suit herein;

13. For pre-judgment and post judgment interest; and

14. Such other and further relief as the Court may deem appropriate.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for all the claims asserted in this Complaint so triable.

Dated: February 11, 2024

Respectfully submitted,

/s/ Annick M. Persinger

TYCKO & ZAVAREEI LLP

Annick M. Persinger (CA Bar No. 272996)

18970 Broadway – Suite 1070

Oakland, CA 94612

P: 510-254-6808

F: 202-973-0950

apersinger@tzlegal.com

Andrea R. Gold (*pro hac vice* forthcoming)

David A. McGee (*pro hac vice* forthcoming)

2000 Pennsylvania Avenue, NW

Suite 1010

Washington, DC 20006

P: 202-973-0900

F: 202-973-0950

agold@tzlegal.com

dmcgee@tzlegal.com