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7 **UNITED STATES DISTRICT COURT**  
8 **FOR THE WESTERN DISTRICT OF NEW YORK**

9 Adam Mitchell, on behalf of himself and  
10 all others similarly situated,

**Class Action Complaint**

11 *Plaintiff,*

12 v.

13 TTE Technology, Inc., dba TCL North  
America,

14 *Defendant.*

15 **CLASS ACTION COMPLAINT**

16  
17 1. Plaintiff Adam Mitchell, individually and on behalf of all others similarly situated,  
18 by and through counsel, brings this action against TTE Technology, Inc., d/b/a TCL North  
19 America (“TCL”). Plaintiff’s allegations herein are based upon personal knowledge and belief as  
20 to his own acts and upon the investigation of their counsel, including information received from  
21 putative class members who have experienced TCL televisions either (i) failing to have quantum  
22 dot light-emitting diode technology (“QLED”) or (ii) having QLED technology present in such  
23 minimal amounts that it does not meaningfully contribute to the performance or display output of  
24 the television thereby making the QLED technology functionally irrelevant to the performance or  
25 display of the television (collectively the “QLED Deficiency”) despite being advertised as having  
26 such technology as described herein, and information and belief as to all other matters.

**INTRODUCTION**

1  
2           2. Plaintiff brings this action, individually and on behalf of a Class of similarly  
3 situated owners of TCL QLED televisions (“TV(s)”). This action arises from TCL’s concealment  
4 of the technical specifications and display performance of its QLED televisions, and its related  
5 false advertising that certain of its QLED televisions, while advertised as having QLED  
6 technology, do not actually contain QLED technology or, if QLED technology is present, it is  
7 present in such minimal amounts that it does not meaningfully contribute to the performance or  
8 display output of the television, thereby making a claim the television is a QLED television and  
9 the advertised benefits of the QLED technology false, deceptive, and/or misleading.

10           3. TCL has been aware that its QLED televisions do not have the advertised QLED  
11 technology (or include negligible amounts of the technology as to not provide the advertised  
12 benefits). Notwithstanding its knowledge, TCL continues to advertise that certain of its QLED  
13 televisions have QLED technology when they, in fact, do not contain QLED technology or include  
14 the technology in such negligible amounts as to fail to provide the advertised benefits. Through  
15 this conduct, TCL engages in unfair, deceptive, and fraudulent conduct with the intent to deceive  
16 the consuming public.

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

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

24           6. TCL advertises that its televisions include QLED technology, despite its  
25 knowledge to the contrary, in order to charge a premium price to consumers. Accordingly,  
26 Plaintiff and putative Class Members paid a premium for technology that the televisions did not  
27 contain (or contained in such negligible amounts so as not to provide the advertised benefits).

28

1 Plaintiff and the putative Class Members suffered an injury in fact, incurred damages, and  
2 otherwise have been harmed by TCL’s conduct.

3 7. Accordingly, Plaintiff brings this action to redress TCL’s violations of New York’s  
4 consumer fraud statutes, New York’s false advertising statutes, fraud, and negligent  
5 misrepresentation.

6 **THE PARTIES**

7 8. Plaintiff Adam Mitchell is a resident and citizen of the state of New York who  
8 resides in Canandaigua (Ontario County), New York. On or about May 29, 2025, while a resident  
9 of New York, Plaintiff Mitchell purchased a new TCL television for personal use that TCL sold  
10 through Target. Target delivered the TCL TV to Mr. Mitchell’s apartment in Canandaigua, New  
11 York.

12 9. Defendant TTE Technology, Inc., dba TCL North America (hereafter, “TCL” or  
13 “Defendant”), is a Delaware Corporation, with its principal place of business located within  
14 Orange County at 189 Technology Dr., Irvine, CA 92618. Accordingly, Defendant is a resident  
15 of the states of Delaware and California.

16 **JURISDICTION AND VENUE**

17 10. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A),  
18 as amended by the Class Action Fairness Act of 2005 (“CAFA”), because this is a class action  
19 where the aggregate claims of the proposed class are in excess of \$5,000,000.00, exclusive of  
20 interest and costs, there are over 100 members of the putative class, and there are members of the  
21 proposed class whose citizenship differs from Defendant, including Plaintiff Mitchell.

22 11. This Court has personal jurisdiction over Defendant because (i) Defendant  
23 regularly conducts business or solicits business, engages in other persistent courses of conduct  
24 and/or derives substantial revenue from products and/or services provided to individuals in this  
25 District and in the State of New York; and (ii) Defendant has purposefully established substantial,  
26 systematic, and continuous contacts with this District and expect, or reasonably should expect, to  
27 be brought to court here. Thus, Defendant has sufficient minimum contacts with this District, and  
28 this Court’s exercise of jurisdiction over Defendant will not offend traditional notions of fair play

1 and substantial justice. Exercise of jurisdiction by this Court is just and proper because Defendant,  
2 through its business operations, intentionally availed itself of the markets within this District.

3 12. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) because a  
4 substantial part of the events or omissions giving rise to the claim, including Plaintiff's purchase  
5 of Defendant's QLED television, occurred in this District. TCL is authorized to conduct business  
6 in this District; it has availed itself of the laws and markets within this District; it does substantial  
7 business in this District; and it is subject to personal jurisdiction in this District.

8 **GENERAL ALLEGATIONS**

9 **A. TCL Televisions**

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

12 14. 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.<sup>1</sup>

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

16 16. 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 17. Consumer demand is affected by the technical specifications of televisions,  
21 including the display technology specifications.

22 18. 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

25  
26 <sup>1</sup> TCL, *TCL Celebrates its Five-Year Anniversary in North America with Stronger Than Ever*  
27 *Sales and a New Line of Premium TVs*, Business Insider,  
28 <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 August 15, 2025).

1 televisions as less technologically advanced and choose another brand, it would have a materially  
2 adverse effect on TCL's sales and its financial condition.

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

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

7 20. LEDs serve as the backlight for the television, emitting different colors and  
8 brightness levels when electrical currents pass through them.

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

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

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

17 24. A recent development in LED televisions has been the implementation of quantum  
18 dot technology.

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

21 26. Quantum dots are made using semiconductor materials such as metals, like indium  
22 and/or cadmium.

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

25 28. Quantum dots absorb the blue light from LEDs and re-emit pure red and green  
26 color to improve the capabilities of the LCD and allow it to reveal a wider and more saturated  
27 range of colors compared to a standard LED television.

28

1 29. As a result of the improvement in color and saturation from quantum dot  
2 technology, several major television brands have implemented this technology into their  
3 televisions including Samsung, Vizio, Sony, and LG.

4 30. QLED televisions command a higher price because of their more advanced  
5 technology, and QLED televisions generally are more expensive than their LED counterparts,  
6 which has stratified the television market between cheaper LED televisions and more expensive  
7 QLED televisions.

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

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

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

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

27 **C. Industry Tests on TCL Televisions**

28 35. As reported by various news services, on September 5, 2024, Hansol Chemical, a

1 manufacturer of materials used in television technology, commissioned tests of TCL televisions  
2 by third-party global testing and certification agencies SGS and Intertek.<sup>2</sup>

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

5 37. The models tested were the C655, C655 Pro, and the C755.

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

7 39. The results of the testing done on the TCL televisions found that the televisions  
8 did not contain any traces of indium or cadmium, which are both primary elements utilized for  
9 the creation of quantum dots.<sup>3</sup>

10 40. More recently, Samsung conducted testing of three televisions that TCL markets  
11 as QLED televisions in the US: the 65Q651G (the same model as Plaintiff's TCL television),  
12 65Q681G, and 75Q651G (the same model family as Plaintiff's TCL television) and provided the  
13 results of this testing to Ars Technica.<sup>4</sup> Per Ars Technica, Samsung commissioned Intertek, a  
14 London-headquartered testing and certification company, and the testing by Interlink revealed  
15 that none of the tested TVs had enough cadmium to be detected at a minimum detection standard  
16 of 0.5 mg/kg.<sup>5</sup> Further, the televisions reportedly lacked sufficient indium for detection at a  
17 minimum detection standard of 2mg/kg. Intertek is said to have tested each TV set's optical sheet,  
18 diffuser plate, and LED modules, with testing occurring in the US.<sup>6</sup>

19 \_\_\_\_\_  
20 <sup>2</sup> See Ryan Whitwam, *Testing Shows TCL Quantum Dot TVs May Not Have Quantum Dots*,  
21 Extreme Tech, [https://www.extremetech.com/electronics/testing-shows-tcl-quantum-dot-tvs-  
22 may-not-have-quantum-  
23 dots#:~:text=TCL%20claims%20to%20have%20quantum,to%20have%20no%20quantum%20dots](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 August 15, 2025).

24 <sup>3</sup> See Nam Hyun-woo, *Display panel material maker files complaint against China's TCL for QD panel claim*, The Korea Times, [https://www.koreatimes.co.kr/www/tech/2024/12/129\\_386091.html#:~:text=According%20to%  
25 20officials%2C%20Hansol%20Chemical,their%20sheets%20and%20diffuser%20plates](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  
26 visited August 15, 2025).

27 <sup>4</sup> See Scharon Harding, *Overblown quantum dot conspiracy theories make important points about QLED TVs*, ArcTehnica, [https://arstechnica.com/gadgets/2025/03/overblown-quantum-  
28 dot-conspiracy-theories-make-important-points-about-qled-tvs/?comments-page=1#comments](https://arstechnica.com/gadgets/2025/03/overblown-quantum-dot-conspiracy-theories-make-important-points-about-qled-tvs/?comments-page=1#comments) (last visited August 15, 2025).

<sup>5</sup> *Id.*

<sup>6</sup> *Id.*

1 41. TCL’s representations concerning the fact that its televisions contain QLED  
2 technology, and that the QLED technology provides the advertised benefits, have been reviewed  
3 by organizations like Rtings.com, which tested the TCL Q651G model.<sup>7</sup> Rtings.com specifically  
4 “bought and tested the 75-inch TCL Q6/Q651G QLED,” which is the same model as the television  
5 Plaintiff purchased.<sup>8</sup>

6 42. Rtings.com’s optical testing, which utilized Rtings.com’s V2.0.01 methodology<sup>9</sup>,  
7 undermines TCL’s representations. As part of its testing methodology, Rtings.com tests the panel  
8 technology in the televisions it reviews and produces spectral power distribution graphs. To  
9 perform the tests, and create the associated spectral power distribution graphs, Rtings.com utilizes  
10 a CR-250 Spectroradiometer to capture the intensity of light across all visible wavelengths.<sup>10</sup> This  
11 allows Rtings.com to evaluate how the panel emits light of different colors, and the technologies  
12 employed by the panel to emit light.<sup>11</sup> The resulting spectral power distribution graphs are the  
13 expression of the readings captured by the spectroradiometer.

14 43. Rtings.com identified that that the TCL Q651G uses a “KSF phosphor coating” to  
15 produce red light, not quantum dots. The unique optical signature of KSF phosphor enables easy  
16 identification, with multiple sharp peaks between 600-650 nm. This alone supports the conclusion  
17 that TCL’s televisions, and in particular, the Q651G, do not contain QLED or QD technology.

18 44. The spectral power distribution graph Rtings.com published confirms this fact as  
19 the graph shows that the spectral power distribution for red-light emission shows color emission  
20 consistent with phosphor-based technology, not QLED or QD technology.

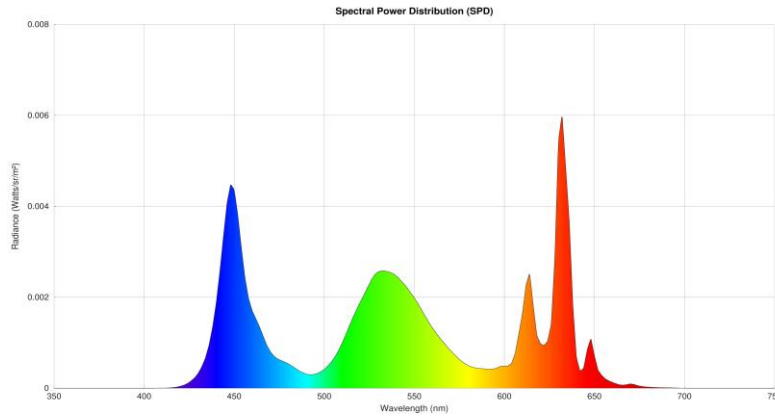
21 \_\_\_\_\_  
22 <sup>7</sup> See Jacob Falato Rodrigues, Ben Trudeau, and Yannick Khong, *TCL Q6/Q651G QLED TV*  
23 *Review*, Rtings.com <https://www.rtings.com/tv/reviews/tcl/q6-q651g-qled> (last visited August  
15, 2025).

24 <sup>8</sup> *Id.*

25 <sup>9</sup> See Adam Babcock, *Test Bench 2.0 Changelog*, Rtings.com,  
<https://www.rtings.com/tv/tests/changelogs/2-0> (describing the changes to Rtings.com made to  
its testing when developing the 2.0 testing protocol) (last visited August 15, 2025).

26 <sup>10</sup> See Adam Babcock, *QD-OLED vs. WOLED What Type of OLED Should You Buy?*,  
27 Rtings.com, <https://www.rtings.com/tv/learn/qd-oled-vs-woled#:~:text=The%20structures%20of%20these%20TVs,more%20precise%20on%20the%20S95C>. (last visited August 15, 2025).

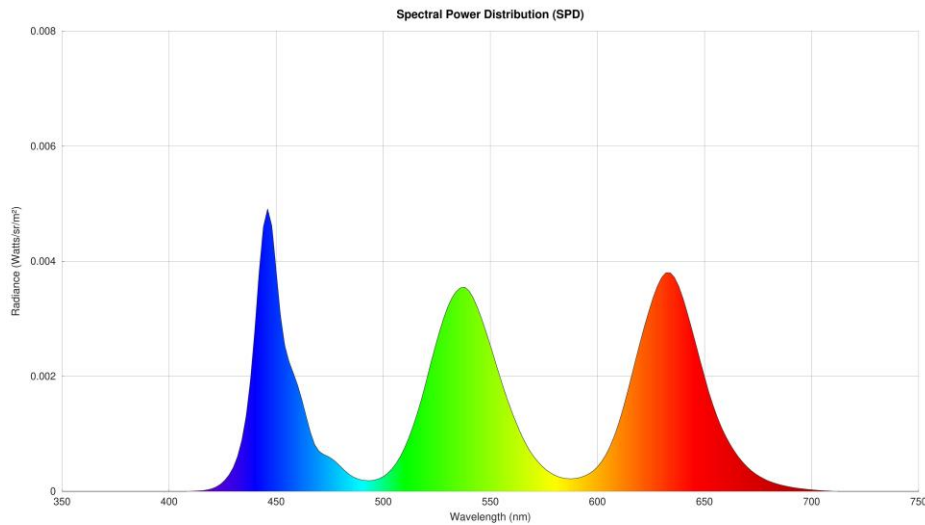
28 <sup>11</sup> See *supra* n. 9.



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7 45. Rtings.com’s testing of a purported QLED TCL television is in stark contrast to  
8 other QLED televisions Rtings.com has tested, which appear to be QLED televisions that do not  
9 have the QLED Deficiency.

10 46. For example, Rtings.com’s testing of the Sony Bravia 9 QLED television does not  
11 conclude that the television uses a KSF phosphor coating to produce red light.<sup>12</sup>

12 47. Similarly, the spectral power distribution results Rtings.com posted for the Sony  
13 Bravia 9 QLED television are consistent with a television utilizing QLED or QD technology to  
14 produce red light, as opposed to a KSF phosphor.<sup>13</sup>



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

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27 <sup>12</sup> Samuel Breton, Ben Trudeau, and John Peroramas, *Sony Bravia 9 QLED TV Review*,  
Rtings.com, <https://www.rtings.com/tv/reviews/sony/bravia-9-qled> (last visited August 15,  
2025).

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

1 49. Quantum dot technology cannot be implemented or be believed to be implemented  
2 without the existence of indium and/or cadmium materials.

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

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

9 51. TCL claims that it “introduced the world’s first big-screen QLED TV in 2014,  
10 pioneering quantum dot color technology.”<sup>14</sup>

11 52. In TCL’s own words “QLED, or Quantum Dot Light-Emitting Diode, represents  
12 a groundbreaking innovation in TV display technology. Powered by a Quantum Dot layer, QLED  
13 TVs improve brightness, color vividness, and overall vibrancy in ways that were previously  
14 unattainable. The technology works by using a backlight, which interacts with the quantum dots  
15 to provide purer and more dynamic colors than traditional LED models.”<sup>15</sup>

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

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

25 <sup>14</sup> See TCL, *Our Story*, TCL.com, <https://www.tcl.com/us/en/about-us/our-story> (last visited  
26 August 15, 2025).

27 <sup>15</sup> TCL, *QLED vs. UHD: Which TV Technology is Best?*, TCL.com,  
28 [https://www.tcl.com/global/en/blog/guides/qled-vs-uhd-which-tech-is-  
best#:~:text=Unveiling%20QLED%20%2D%20The%20Next%20Evolution,also%20affordable  
%20and%20environmentally%20conscious](https://www.tcl.com/global/en/blog/guides/qled-vs-uhd-which-tech-is-best#:~:text=Unveiling%20QLED%20%2D%20The%20Next%20Evolution,also%20affordable%20and%20environmentally%20conscious) (last visited August 15, 2025).

1 55. Upon information and belief, TCL formulates, approves, controls, and  
 2 disseminates its advertising and marketing to its retailer and distributors, including the statements  
 3 about the quantum dot technology at issue here, at its headquarters in Irvine, California. Upon  
 4 information and belief, TCL’s executives and marketing personnel are employed at TCL’s  
 5 California headquarters.

6 56. For example, on TCL’s website, the product page for a model Q651G QLED  
 7 Television states that it is a “QLED Pro” with “Quantum Dot Technology” and the product page  
 8 contains additional representations extolling the benefits of a QLED TV and QLED technology:  
 9 “QLED PRO – QUANTUM DOT TECHNOLOGY Rich, vibrant colors covering nearly the  
 10 entire DCI-P3 color space to bring images to life.”<sup>16</sup>

11 MODEL 43Q651G

12 **TCL 43" Q CLASS 4K UHD HDR QLED SMART TV**  
**WITH GOOGLE TV - 43Q651G**

13 ★★★★★ 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



19 57. TCL makes additional misleading and false statements in specification sheets –  
 20 “Spec Sheets” on their website. For example, its specification sheet for the TCL Q651G  
 21 television, TCL describes the television’s display as having the following capabilities:

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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)

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28 <sup>16</sup> See TCL, *55Q651G Product Page*, TCL.com, <https://www.tcl.com/us/en/products/home-theater/q6-class/55-class-4k-qled-hdr-google-tv-55q651g> (last visited August 15, 2025).

1 58. Given at least the foregoing, TCL’s marketing and listing of technical  
 2 specifications of televisions that contain a QLED Deficiency as QLED or QD is misleading and  
 3 untrue.

4 59. Not only are TCL’s statements untrue and misleading, but whether a television has  
 5 quantum dot technology cannot be readily verified by the consumer. As such, a reasonable  
 6 consumer would not be able to determine prior to purchasing whether a TCL television actually  
 7 contains quantum dot technology or instead has the QLED Deficiency. Given this, consumers  
 8 must rely on TCL’s advertising to accurately describe its products, including the display  
 9 technology of its products. A reasonable consumer would believe that when TCL advertises  
 10 display specifications, they are accurate, but for TCL televisions with the QLED Deficiency,  
 11 TCL’s advertising is instead deceptive and misleading as it informs a reasonable consumer that  
 12 the televisions have a display technology they do not have and also omits the true display  
 13 technology used.

14 60. TCL markets the Q672G and A300W televisions in the same way, both stating that  
 15 the televisions have quantum dot technology or QLED technology and stating the same in their  
 16 respective “Spec sheets,” despite none of these television models containing QLED technology  
 17 or the QLED technology that is present does not meaningfully contribute to the television’s  
 18 performance or display technology.

Model	QLED Representations on Product Page	QLED Representations on Spec Sheet
Q672G	“QLED PRO – Quantum Dot Technology” “QLED PRO – QUANTUM DOT TECHNOLOGY Rich, vibrant colors covering nearly the entire DCI-P3 color space to bring images to life” <sup>17</sup>	“An Easy Choice for QLED” “QLED” <sup>18</sup>

17 See TCL, *98Q672G Product Page*, TCL.com, <https://www.tcl.com/us/en/products/home-theater/q6-class/98-class-4k-qled-hdr-google-tv-98q672g> (last visited August 15, 2025).

18 *Id.* under “Specifications”.

1 2 3 4 5 6	A300W “QLED PRO – Quantum Dot Technology” “QLED PRO – Quantum Dot Technology Rich, vibrant, and amazingly accurate colors bring images to life.” “QLED PRO – Quantum Dot Technology Rich, vibrant accurate colors bring images to life.” <sup>19</sup>	“QLED” <sup>20</sup>
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7 61. TCL’s misleading and untrue statements about the quantum dot technology of its  
 8 televisions are likely to deceive consumers and are intended to try and influence their decisions  
 9 to purchase a TCL television.

10 62. By making misleading and untrue statements about the quantum dot technology of  
 11 its televisions, TCL makes material omissions as TCL omits the true nature of the display  
 12 technology of its televisions from its marketing and advertising and the fact that certain of its  
 13 QLED televisions have the QLED Deficiency.

14 63. Upon information and belief, TCL also made these misleading and untrue  
 15 statements so that retailers would offer TCL’s televisions for sale in store and online and to  
 16 motivate them to recommend TCL’s televisions to consumers. If TCL’s retailers did not  
 17 adequately display or offer for sale TCL’s televisions, then TCL’s net sales would have decreased,  
 18 and its business would have been harmed.

19 64. TCL’s misleading and untrue statements about the technical specifications and  
 20 performance of its televisions allowed TCL to sell its lesser-quality product at a higher price and  
 21 allowed TCL to realize a profit it may not have otherwise made if it were truthful regarding the  
 22 performance and display capabilities of its televisions.

23 **PLAINTIFF’S FACTUAL ALLEGATIONS**

24 65. TCL markets and sells its televisions through retail stores, retail store websites,  
 25 and other online sellers, such as Amazon.

26 \_\_\_\_\_  
 27 <sup>19</sup> See TCL, A300W Product Page, TCL.com, [https://www.tcl.com/us/en/products/home-](https://www.tcl.com/us/en/products/home-theater/nxtframe-tv/tcl-65-class-nxtframe-4k-qlcd-smart-tv-with-google-tv-65a300w)  
 28 [theater/nxtframe-tv/tcl-65-class-nxtframe-4k-qlcd-smart-tv-with-google-tv-65a300w](https://www.tcl.com/us/en/products/home-theater/nxtframe-tv/tcl-65-class-nxtframe-4k-qlcd-smart-tv-with-google-tv-65a300w) (last  
 visited August 15, 2025).

<sup>20</sup> *Id.* under “Specifications”.

1           66.     TCL markets the Q651G television on its website and on other retailers' websites  
2 as being a QLED television; however, the television does not contain QLED technology, or if it  
3 does, the QLED technology does not meaningfully contribute to the television's performance or  
4 display technology despite being advertised as such.

5           67.     In marketing the 65Q651G TV, which is the model Plaintiff purchased, TCL  
6 makes the following statements about the model's QLED technology "QLED Pro – Quantum Dot  
7 Technology Rich, vibrant colors covering nearly the entire DCI-P3 color space to bring images  
8 to life."<sup>21</sup>

9           68.     In the "Spec Sheets," TCL markets the Q651G TV as being a QLED television.<sup>22</sup>

10          69.     On or about May 29, 2025, while a resident and citizen of the State of New York,  
11 Plaintiff Adam Mitchell purchased a new TCL QLED TV, model number 65Q651G from Target.  
12 Plaintiff Mitchell purchased his TCL QLED TV for approximately \$379.61. Plaintiff Mitchell  
13 purchased this TCL QLED TV in part because it was supposedly a QLED television, which is  
14 supposed to provide a higher picture quality than an LED television. In fact, Mr. Mitchell was  
15 looking to specifically purchase a QLED television because he understood that the quantum dot  
16 technology would provide for enhanced picture quality, and Mr. Mitchell was looking for a  
17 television with better picture quality than his existing LED was offering.

18          70.     Before he purchased this TCL television, Plaintiff Mitchell reviewed the product  
19 page for the 65Q651G TCL QLED television on Target's website.<sup>23</sup> On the product page, Plaintiff  
20 Mitchell saw that the television was "QLED PRO – Quantum Dot Technology – Rich, vibrant  
21 colors covering nearly the entire DCI-P3 color space to bring images to life."<sup>24</sup> *Id.* Further, that  
22 with "QLED Quantum Dot technology and HDR Pro+ with Dolby Vision you can enjoy enhanced  
23

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24 <sup>21</sup> See TCL, *TCL 55Q651G Produce Page*, TCL.com,  
25 [https://www.tcl.com/us/en/products/home-theater/q6-class/55-class-4k-qled-hdr-google-tv-  
55q651g](https://www.tcl.com/us/en/products/home-theater/q6-class/55-class-4k-qled-hdr-google-tv-55q651g) (last visited August 15, 2025).

26 <sup>22</sup> *Id.*

27 <sup>23</sup> Target, *TCL 65" Class Q-6 Series 4K UHD HDR QLED Smart Google TV Product Page*,  
Target.com, [https://www.target.com/p/tcl-65-34-4k-hdr-qled-google-smart-tv-65q651g/-/A-  
90381693](https://www.target.com/p/tcl-65-34-4k-hdr-qled-google-smart-tv-65q651g/-/A-90381693) (last visited August 15, 2025)

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

1 contrast, accurate colors, and fine details utilizing the most advanced HDR formats with Motion  
2 Rate 240 and MEMC frame insertion for exceptional motion clarity.” *Id.* Additionally, Mr.  
3 Mitchell researched various televisions before purchasing his television, including competitor  
4 televisions from Samsung. As part of this pre-purchase research, Mr. Mitchell also visited TCL’s  
5 website and reviewed the product page for the TCL 65” Q Class 4K UHD QLED Smart TV with  
6 Google TV.<sup>25</sup> On TCL’s website, Mr. Mitchell saw that the television he intended to purchase  
7 was “QLED PRO – Quantum Dot Technology” and “QLED PRO – QUANTUM DOT  
8 TECHNOLOGY Rich, vibrant colors covering nearly the entire DCI-P3 color space to bring  
9 images to life.”<sup>26</sup>

10 71. One of the reasons Mr. Mitchell purchased a TCL 65Q651G TV was that it was  
11 advertised as QLED as he intended to purchase a QLED television because Mr. Mitchell  
12 understood that a QLED TV ostensibly provided better picture quality, including more vivid  
13 colors, than a standard LED television. However, because of the QLED Deficiency, the 65Q651G  
14 television Mr. Mitchell purchased did not have the advertised QLED technology, or if it is present,  
15 is not present in amounts that the television should be advertised as a QLED television.

16 72. Mr. Mitchell relied on the fact that TCL’s advertising regarding the technological  
17 specifications was accurate and accurately informed him of the television’s display technology  
18 and the advertised benefits. As a result of TCL’s false and misleading statements, Mr. Mitchell  
19 paid more for his TCL television than he would have paid had the television not had the QLED  
20 Deficiency and TCL’s advertising and representations concerning the television’s QLED  
21 technology been truthful.

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

26 \_\_\_\_\_  
27 <sup>25</sup> TCL, *TCL 65” Q Class 4K UHD HDR QLED SMART TV WITH GOOGLE TV – 65Q651G*  
28 *Product Page*, TCL.com, <https://www.tcl.com/us/en/products/home-theater/q6-class/65-class-4k-qled-hdr-google-tv-65q651g> (last visited August 15, 2025).

<sup>26</sup> *Id.*

**CLASS ACTION ALLEGATIONS**

1  
2 74. Plaintiff incorporates and realleges the above paragraphs.

3 75. Plaintiff brings this suit as a class action on behalf of himself and on behalf of  
4 himself and the members of the proposed Class.

5 76. Plaintiff seeks to represent the following “Class”:

6 All New York citizens who, during the Class Period, purchased a TCL television,  
7 including but not limited to, model numbers Q651G, Q672G, or A300W advertised  
8 and labeled as having a “QLED” or “QD-Mini LED” display in the state of New  
9 York.

10 77. Plaintiff seeks certification of the Class for all causes of action. Plaintiff reserves  
11 the right to modify the Class definitions or add sub-classes as necessary prior to filing a motion  
12 for class certification.

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

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

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

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

- 1 a. Whether TCL’s statements and representations about the quantum dot
- 2 technology of its televisions are false or misleading.
- 3 b. Whether TCL violated NY GBL § 349 through its deceptive and
- 4 misleading representations and conduct.
- 5 c. Whether TCL violated NY GBL § 350 through its deceptive and
- 6 misleading representations and conduct.
- 7 d. Whether TCL committed fraud by deceptively advertising the display
- 8 technology of its televisions.
- 9 e. Whether TCL has been unjustly enriched by, inter alia, (i) advertising its
- 10 televisions as using technology that they do not use; and (ii)
- 11 misrepresenting the quantum dot technology of its televisions.
- 12 f. Whether TCL negligently misrepresented the technological specifications
- 13 of their televisions by advertising them as having QLED display
- 14 technology when they contained a QLED Deficiency.

15 82. Typicality: Plaintiff’s claims are typical of the claims of the Class because Plaintiff

16 purchased a TCL television that TCL represented and sold at a higher price by claiming it had

17 quantum dot technology, that, in reality, it did not have.

18 83. Adequacy of Representation: Plaintiff is fully prepared to take all necessary steps

19 to represent fairly and adequately the interests of the members of the Class. Moreover, Plaintiff’s

20 attorneys are ready, willing and able to fully and adequately represent the members of the Class

21 and Plaintiff. Plaintiff’s attorneys are experienced in prosecuting class actions and consumer fraud

22 and product liability cases and are committed to vigorously prosecuting this action on behalf of

23 the members of the Class.

24 84. Superiority: Plaintiff and Class Members have all suffered and will continue to

25 suffer risk of harm and damages as a result of TCL’s unlawful and wrongful conduct. A class

26 action is superior to other available methods for the fair and efficient adjudication of the

27 controversy. Absent a class action, Class Members would likely find the cost of litigating their

28 claims prohibitively high given the average price point of the televisions and would therefore have

1 no effective remedy at law. Because of the relatively small size of Class Members' individual  
2 claims, it is likely that few Class members could afford to seek legal redress for TCL's  
3 misconduct. Absent a class action, Class Members will continue to incur damages, and TCL's  
4 conduct will continue without remedy. Class treatment of common questions of law and fact  
5 would also be a superior method to multiple individual actions or piecemeal litigation in that class  
6 treatment will conserve the resources of the courts and the litigations and will promote consistency  
7 and efficiency of adjudication.

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

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

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

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

26 ///

27 ///

28 ///

1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **Violation of the New York General Business Law (“GBL”)**  
4 **NY GBL § 349**

5 **(On behalf of Plaintiff and the Proposed Class)**

6 89. Plaintiff, individually and on behalf of the proposed Class, brings this cause of  
7 action and hereby adopts and incorporates by reference the allegations contained in all preceding  
8 paragraphs as though fully set forth herein.

9 90. Plaintiff and Class members are “persons” within the meaning of GBL § 349(h).

10 91. TCL is a “person, firm, corporation or association or agent or employee thereof”  
11 within the meaning of GBL § 349(b).

12 92. Under GBL § 349(a), “deceptive acts or practices in the conduct of any business,  
13 trade or commerce are unlawful.”

14 93. In its sale of goods throughout New York, TCL conducts business and trade within  
15 the meaning and intention of GBL § 349(a).

16 94. The practices alleged herein—namely, TCL’s deceptive marketing of the  
17 televisions as containing QLED technology, when in fact the televisions did not contain QLED  
18 or QD technology, or otherwise contained the technology in such negligible amounts as to not  
19 provide the advertised benefits—are unfair, deceptive, and misleading in violation of GBL § 349.

20 95. TCL’s deceptive practices, which have been described extensively herein, were  
21 directed at Plaintiff and the Class Members.

22 96. TCL’s deceptive acts and practices, including its misrepresentations and  
23 omissions, were material, in part, because they concerned central functions of the televisions (*e.g.*,  
24 the included technology that directly impacts the television’s display and performance). A  
25 reasonable consumer attaches great importance to such representations about the central  
26 functionality and performance of a television and is induced to act thereon in making purchasing  
27 decisions.

28 97. TCL did not disclose the fact that its televisions contained the QLED Deficiency.

1 98. TCL's foregoing deceptive and unfair acts and practices, including its omissions,  
2 were and are deceptive acts or practices which violated the GBL § 349 by:

3 a. Misrepresenting that the televisions contained QLED technology, and

4 b. Omitting and failing to disclose its knowledge that the televisions, in fact,  
5 did not contain QLED technology, or otherwise contained the technology  
6 in such negligible amounts as to not provide the advertised benefits.

7 99. TCL's business practices, in advertising, marketing, and selling the televisions  
8 while concealing, failing to disclose, suppressing or omitting material information, including the  
9 true quality, character, and nature of the televisions, constitutes the use of fraud,  
10 misrepresentation, and deceptive practices. These practices deceived Plaintiff and Class  
11 Members, causing them to lose money by purchasing the televisions or paying more than they  
12 otherwise would, as herein alleged, and deceived and are likely to deceive the consuming public.  
13 Accordingly, TCL's business acts and practices, as alleged herein, have caused injury to Plaintiff  
14 and Class Members.

15 100. Plaintiff and Class Members suffered damages when they purchased the  
16 televisions. TCL's deceptive and/or unfair practices caused actual damages to Plaintiff and Class  
17 Members who were unaware of the true quality, character, and nature of the televisions. TCL's  
18 foregoing deceptive acts and practices, including its omissions, were likely to deceive, and did  
19 deceive, consumers acting reasonably under the circumstances when purchasing a TCL QLED  
20 television.

21 101. Consumers, including Plaintiff and Class Members, either would not have  
22 purchased the televisions had they known the true quality, character, and nature of the televisions,  
23 or else would have paid substantially less for them.

24 102. As a direct and proximate result of TCL's deceptive acts and practices, including  
25 its omissions, Plaintiff and Class Members have been damages as alleged herein, and are entitled  
26 to recover actual damages or \$50, whichever is greater, on a per-violation basis; reasonable  
27 attorneys' fees and costs; and any other just and proper relief available under GBL § 349.  
28

**SECOND CAUSE OF ACTION**

**Violation of the New York General Business Law (“GBL”)  
NY GBL § 350**

**(On behalf of Plaintiff and the Proposed Class)**

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

104. Plaintiff brings this claim on behalf of himself and the Class.

105. GBL § 350 provides in relevant part: “False advertising in the conduct of any business, trade, or commerce ... in this state is hereby declared unlawful.”

106. In turn, GBL § 350-a defines false advertising as:

“[A]dvertising, including labelling, of a commodity... if such advertising is misleading in a material respect. In determining whether any advertising is misleading, there shall be taken into account (among other things) not only representations made by the statement, word, design, device, sound or any combination thereof, but also the extent to which the advertising fails to reveal facts material in the light of such representations with respect to the commodity... to which the advertising relates under the conditions prescribed in said advertisement, or under such conditions are customary or usual.”

107. In its sales of good throughout New York, TCL conducts business and trade within the meaning and intention of GBL § 350.

108. The practices alleged herein—namely, TCL’s deceptive marketing of televisions as containing QLED or QD technology, when in fact the televisions did not contain QLED or QD technology, or otherwise contained the technology in such negligible amounts as to not provide the advertised benefits—are unfair, deceptive, and misleading in violation of GBL § 350.

109. TCL’s foregoing deceptive acts and practices were directed at consumers, including Plaintiff and Class Members.

1 110. Through the acts and conduct alleged herein, TCL committed unfair or deceptive  
2 acts and practices, by falsely advertising and misleadingly representing that the televisions contain  
3 QLED or QD technology, or otherwise contain non-negligible QLED or QD technology sufficient  
4 to provide the advertised benefits. TCL also committed unfair or deceptive acts and practices by  
5 omitting material information from its advertising and representations, including its material  
6 misrepresentations regarding the display technology and its omission of material information  
7 from its advertising and representations, including its failure to disclose that the televisions did  
8 not contain QLED or QD technology (or otherwise contained the technology in such negligible  
9 amounts as to not provide the advertised benefits).

10 111. TCL's foregoing deceptive acts and practices, including its misrepresentations and  
11 omissions, were material, in part, because they concerned central functions to the televisions (*e.g.*,  
12 the included technology that directly implicates the television's display and performance). A  
13 reasonable consumer attaches great importance to such representations about the central  
14 functionality and performance of a television and is induced to act thereon in making purchasing  
15 decisions.

16 112. TCL did not disclose the QLED Deficiency in its advertising or representations.

17 113. TCL's foregoing, consumer-oriented, unfair or deceptive acts and practices,  
18 including its advertising, representations, and omissions, constitutes false and misleading  
19 advertising in a material way in violation of New York's General Business Law § 350.

20 114. TCL's false, misleading, and deceptive advertising and representations include:

- 21 a. Misrepresenting that the televisions contained QLED or QD technology,  
22 and
- 23 b. Omitting and failing to disclose its knowledge that the televisions, in fact,  
24 did not contain QLED or QD technology, or otherwise contained the  
25 technology in such negligible amounts as to not provide the advertised  
26 benefits.

27 115. TCL's false, misleading, and deceptive advertising and representations of fact  
28 were and are directed at consumers, including Plaintiff and Class Members.

1 116. TCL's false, misleading, and deceptive advertising and representations of fact have  
2 resulted in consumer injury and/or harm to the public interest.

3 117. Plaintiff and Class Members were injured because: (a) they would not have  
4 purchased the televisions on the same terms if the true quality, character, and nature of the  
5 televisions had been disclosed; (b) they would have paid substantially less for the televisions if  
6 the true quality, character, and nature of the televisions had been disclosed; and (c) the televisions  
7 did not and cannot perform as advertised.

8 118. TCL's business practices, in advertising, marketing and selling the televisions  
9 while concealing, failing to disclose, suppressing or omitting material information, including the  
10 true quality, character, and nature of the televisions, constitutes the use of fraud,  
11 misrepresentation, and deceptive practices. These practices deceived Plaintiff and Class  
12 Members, causing them to lose money by purchasing the televisions or paying more than they  
13 otherwise would, as herein alleged, and deceived and are likely to deceive the consuming public.  
14 Accordingly, TCL's business acts and practices, as alleged herein, have caused injury to Plaintiff  
15 and Class Members.

16 119. Plaintiff and Class Members suffered damages when they purchased the  
17 televisions. TCL's deceptive and/or unfair practices caused actual damages to Plaintiff and Class  
18 Members who were unaware of the true quality, character, and nature of the televisions. TCL's  
19 foregoing deceptive acts and practices, including its omissions, were likely to deceive, and did  
20 deceive, consumers acting reasonable under the circumstances.

21 120. Consumers, including Plaintiff and Class Members, either would not have  
22 purchased the televisions had they known the true quality, character, and nature of the televisions,  
23 or else would have paid substantially less for them.

24 121. As a direct and proximate result of TCL's deceptive acts and practices, including  
25 its omissions, Plaintiff and Class Members have been damaged as alleged herein, and are entitled  
26 to recover actual damages or \$500, whichever is great, on a per-year violation basis; reasonable  
27 attorneys' fees and costs; and any other just and proper relief under GBL § 350.

28

1 122. In addition, Plaintiff and Class Members seek equitable and injunctive relief  
2 against TCL on terms the Court considers reasonable, and reasonable attorneys' fees and costs.

3 **THIRD CAUSE OF ACTION**

4 **UNJUST ENRICHMENT – NEW YORK LAW**

5 **(On behalf of Plaintiff and the Proposed Class)**

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

8 124. Plaintiff brings this claim on behalf of himself and the Class.

9 125. As alleged herein, TCL advertised and sold televisions to consumers with false  
10 display technology specifications, intending that consumers would rely on those  
11 misrepresentations and purchase the televisions from TCL.

12 126. Had TCL advertised and sold televisions to consumers with the true display  
13 technology advertised, Plaintiff would not have purchased the television or would not have paid  
14 as much for the television.

15 127. TCL's material misrepresentations allowed it to sell at a higher price while saving  
16 money on the cost of a TV with actual quantum dot technology which led to profits that otherwise  
17 would not have been realized and harmed Plaintiff and the Class.

18 128. TCL has been knowingly and unjustly enriched to the detriment of Plaintiff by  
19 collecting excess profits to which they have no right.

20 129. TCL's retention of profits is unjust because Plaintiff was deceived by false  
21 advertisements and did not receive the benefit of his bargain – a television with performing  
22 quantum dot technology.

23 130. TCL has unjustly retained profits and should be required to make Plaintiff whole.

24 **FOURTH CAUSE OF ACTION**

25 **FRAUD**

26 **(On behalf of Plaintiff and the Proposed Class)**

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

1 132. TCL, through its conduct as described above, made fraudulent statements in its  
2 advertising that was disseminated throughout the United States, including, on information and  
3 belief, supplying retailers such as Target with the false and deceptive advertising used to market  
4 TCL televisions to the public, including Plaintiff.

5 133. As Plaintiff alleged, TCL has made false statements through its advertising,  
6 including that its televisions contained QLED technology and were “QLED PRO – QUANTUM  
7 DOT TECHNOLOGY Rich, vibrant colors covering nearly the entire DCI-P3 color space to bring  
8 images to life.” Further, as Plaintiff alleged, TCL omitted key and material aspects of its  
9 televisions’ display technology, namely that the televisions did not contain QLED technology or  
10 contained the technology in such negligible amounts that it did not provide the advertised display  
11 benefits.

12 134. As alleged, Plaintiff viewed TCL’s false advertising prior to purchase when he  
13 reviewed them on Target and TCL’s websites. Hence, he viewed the statement in or around April  
14 or May 2025 and viewed them in multiple places.

15 135. As alleged, the statements Plaintiff reviewed concerning the display technology of  
16 the TCL televisions he purchased were false because the television Plaintiff purchased was  
17 manufactured and sold without containing QLED technology or if such QLED technology was  
18 present, was present in such minimal amounts where the QLED technology did not enhance the  
19 performance or display technology of the TV, even when it was advertising as having such  
20 technology and the associated benefits. These are not just Plaintiff’s allegations: Intertek and  
21 Rtings.com tested the television that Plaintiff purchased. In the case of Intertek, testing revealed  
22 that there was not sufficient indium or cadmium found in the televisions—known chemical  
23 markers evidencing QLED technology—to show that the televisions contained QLED  
24 technology, and in the case of Rtings.com, Rtings.com identified that the television Plaintiff  
25 purchased used a phosphor to produce red light, not quantum dot technology.

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

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

3 **FIFTH CAUSE OF ACTION**

4 **NEGLIGENT MISREPRESENTATION**

5 **(On behalf of Plaintiff and the Proposed Class)**

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

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

10 140. TCL failed to disclose and/or concealed material facts as well as making  
11 affirmative misrepresentations regarding the display technology of its televisions advertised as  
12 being QLED televisions.

13 141. TCL knew, or in the exercise of reasonable diligence, should have known, that the  
14 ordinary and reasonable consumer would be misled by TCL’s affirmative misrepresentations of  
15 the display technology contained in its QLED televisions, which failed to disclose, concealed, and  
16 affirmatively misrepresented material facts concerning the TCL televisions that TCL knew or  
17 should have known would have misled an ordinary and reasonable consumer.

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

20 **PRAAYER FOR RELIEF**

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

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

25 2. A declaratory judgment that Defendant violated New York General Business Law  
26 (“GBL”) NY GBL § 349;

27 3. A declaratory judgment that Defendant violated New York General Business  
28 Law (“GBL”) NY GBL § 350;

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

3 5. For actual or statutory damages under New York law, and other enhanced damages  
4 where available;

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

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

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

9 9. For reasonable attorneys' fees and costs, pursuant the New York General Business  
10 Law and/or other applicable law;

11 10. Costs of suit herein;

12 11. For pre-judgment and post judgment interest; and

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

14 **DEMAND FOR JURY TRIAL**

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

16  
17 Dated: August 15, 2025

Respectfully submitted,

18 */s/ Jonathan K. Tycko*

19 Jonathan K. Tycko (N.Y. Bar # 2568483)

20 Andrea R. Gold (*pro hac vice to be sought*)

21 David A. McGee (*pro hac vice to be sought*)

*Attorneys for Plaintiff*

**TYCKO & ZAVAREEI LLP**

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25 dmcgee@tzlegal.com

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Adam Mitchell

(b) County of Residence of First Listed Plaintiff Ontario County (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Jonathan K. Tycko, Tycko & Zavareei LLP, 2000 Pennsylvania Ave NW, Suite 1010, Washington, D.C. 20006 202-973-0950

DEFENDANTS

TTE Technology, Inc., dba TCL North America

County of Residence of First Listed Defendant Orange County (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and incorporation status. Includes options for Citizen of This State, Citizen of Another State, and Citizen or Subject of a Foreign Country.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Large table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and codes.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332(d)(2)(A)
Brief description of cause: False advertising and fraud action based on alleged false advertising of product specifications.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 6,000,000 CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [ ] No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 08/15/2025 SIGNATURE OF ATTORNEY OF RECORD /s/ Jonathan K. Tycko

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE



AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: