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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

NANCY ELLEN TEVIS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

DYSON DIRECT, INC.,

Defendant.

Case No.:

**CLASS ACTION COMPLAINT FOR
VIOLATIONS OF:**

- 1. THE SONG BEVERLY CONSUMER
WARRANTY ACT.; AND**
- 2. CALIFORNIA'S UNFAIR
COMPETITION LAW, BUS. &
PROF. CODE §§ 17200 ET SEQ.**

JURY TRIAL DEMANDED

INTRODUCTION

1. Plaintiff Nancy Ellen Tevis (“Plaintiff”), on behalf of herself and others similarly situated, brings this class action suit against, Dyson Direct, Inc., (“Defendant”) for violations of California’s Song Beverly Consumer Warranty Act (“SBA”), Cal. Civ. Code §§ 1790, *et seq.*; and California’s Unfair Competition Law (“UCL”), Cal. Bus & Prof. Code §§ 17200, *et seq.*
2. Defendant manufactures consumer goods which are advertised and accompanied by express warranties. The SBA explicitly requires that “[a] manufacturer, distributor, or retail seller shall not make an express warranty with respect to a consumer good that commences earlier than the date of delivery of the good.”¹ However, Defendant commences their express warranties on the date of *purchase*, not on the date of *delivery*, as required by the SBA.
3. As a result of this unlawful and deceitful business practice, consumers who receive their goods after the date of purchase, such as online shoppers, do not receive the full benefit of their warranty. These consumers are short-changed the full value of their warranties. Furthermore, Defendant unfairly benefit by saving themselves the added time and expense that would be required to properly track and administer their warranties were they to commence on the date of delivery.
4. Through this action, Plaintiff seeks injunctive relief, damages, and restitution based on Defendant’s unlawful and unfair conduct.

PARTIES

5. Plaintiff is, and at all times mentioned herein was, an individual residing in the County of Sacramento, California.
6. Plaintiff is a purchaser of Defendant’s Dyson Big Ball Multi Floor Canister Vacuum (the “Product”).
7. Defendant is an Illinois Corporation with a principal place of business in Chicago, Illinois that does continuous and substantial business throughout the state of California including in the Eastern District of California.

¹ Cal. Civ. Code § 1793.01

8. At all relevant times, Defendant was engaged in the business of marketing, supplying, and selling its products, including the Product purchased by Plaintiff, to the public directly, and through a system of marketers, retailers and distributors.

9. All acts of employees of Defendant as alleged were authorized or ratified by an officer, director, or managing agent of the employer.

JURISDICTION AND VENUE

10. Subject matter jurisdiction of this Court arises pursuant to 28 U.S.C. § 1332, as amended by the Class Action Fairness Act of 2005. Subject matter jurisdiction is proper because: (1) the amount in controversy in this class action exceeds five million dollars (\$5,000,000), excluding interest and costs; (2) there are more than one-hundred Class members; (3) at least one member of the Class is diverse from the Defendant; and (4) Defendant is not a government entity.

11. Personal jurisdiction of this Court arises pursuant to specific jurisdiction. Defendant conducts business in the County of Sacramento, State of California, and Plaintiff was injured in the County of Sacramento, where Plaintiff resides.

12. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of events and injury giving rise to Plaintiff's claims occurred in or originated from this District.

FACTUAL ALLEGATIONS

13. On April 26, 2024, Plaintiff purchased Defendant's Product for \$349.94 (plus tax) online from Amazon.com to be delivered to her home in Rio Linda, California.

14. The Product was delivered to Plaintiff on May 4, 2024.

15. The Product's express limited warranty states: "Your Dyson machine is warranted against original defects in materials and workmanship for a period of 5 years from the date of *purchase*." (emphasis added).

16. Furthermore, under the "Frequently Asked Questions – Dyson Warranty" section of Defendant's website, Defendant states that "[t]he warranty becomes effective at the date of purchase."²

² <https://www.dyson.com/inside-dyson/terms/the-dyson-warranty>; (last accessed 2/5/2025).

- 1 17. Thus, Plaintiff has not received the full value of the Product that Plaintiff is entitled to.
- 2 18. Defendant has a uniform warranty policy where warranties are all commenced on the date of
- 3 purchase, rather than the date of delivery or receipt of the Product.
- 4 19. Defendant does this to reduce the effective warranty periods for all purchasers who receive
- 5 delivery of their products. This strategic decision short-changes consumers the full length and
- 6 value of their warranties as permitted by law.
- 7 20. Additionally, this practice saves Defendant the time and expense of warranty administration,
- 8 because Defendant does not need to log and track product delivery dates to commence
- 9 warranties.
- 10 21. Furthermore, this decision creates a chilling effect which prevents consumers who would
- 11 otherwise have valid warranty claims from pursuing them. As a result, Defendant benefits from
- 12 fewer warranty claims.

13 **CLASS ALLEGATIONS**

- 14 22. Plaintiff brings this action on behalf of herself and on behalf of all others similarly situated (the
- 15 “Class”).
- 16 23. Plaintiff represents and is a member of the Class, defined as:
- 17 All persons within California who purchased one or more of
- 18 Defendant’s Products between July 1, 2023 through the date of class
- 19 certification, whose Product(s) were delivered to them after the date of
- purchase. (the “Class”)
- 20 24. Plaintiff also represents and is a member of the Express Warranty Sub-class, defined as:
- 21 All persons within California who purchased one or more of
- 22 Defendant’s Products between July 1, 2023 through the date of class
- 23 certification, who purchased one or more of Defendant’s Products,
- which were accompanied by an express warranty that commenced on
- the date of purchase and not the date of delivery. (the “Sub-class”)
- 24 25. The above-defined Class and Subclass are together referred to herein as the “Class.”
- 25 26. Defendant’s Products that fall within the above Class definition are referred to herein as the
- 26 “Class Products.”
- 27 27. Excluded from the Class is Defendant and any of Defendant’s officers, directors and
- 28 employees. Plaintiff reserves the right to modify or amend the Class definition before the Court

determines whether Certification is appropriate.

28. **Ascertainability.** The members of the Class are readily ascertainable from Defendant's records, Defendant's agents' records, and/or records of the retailers and distributors from which the products were purchased, as well as through public notice.

29. **Numerosity.** The members of the Class are so numerous that their individual joinder is impracticable. Plaintiff is informed and believes, and on that basis alleges, that the proposed class consists of thousands of members.

30. **Existence and Predominance of Common Questions of Law and Fact.** Common questions of law and fact exist as to all members of the class and predominate over any questions affecting only individual Class members. All members of the Class have been subject to the same conduct and their claims are based on the standardized marketing, advertisements, and promotions of Defendant. The common legal and factual questions include, but are not limited to, the following:

- Whether Defendant sold the Class Products with express warranties;
- Whether Defendant sold the Class Products with warranties that commenced on the date of purchase and not the date of delivery;
- Whether Defendant intends for its warranty language to act as a barrier for valid warranty claims;
- Whether Defendant intends to save administrative time and expense through their decision for Class Product warranties to commence on the date of purchase, rather than the date of delivery;
- Whether Defendant violated the SBA by having Class Products' warranties commence on the date of purchase, rather than the date of delivery;
- Whether Defendant violated the UCL by having Class Products' warranties commence on the date of purchase, rather than the date of delivery;
- Whether Defendant is liable for damages, and the amount of such damages; and
- Whether Class members are entitled to equitable relief

31. **Typicality.** Plaintiff's claims are typical of the claims of the members of the Class in that

1 Plaintiff is a member of the Class for which he seeks to represent. Plaintiff, like members of
2 the proposed Class, purchased Defendant's products which provide warranties which begin
3 upon purchase. Plaintiff advances the same claims and legal theories individually and on behalf
4 of all absent members of the Class. Defendant has no defenses unique to Plaintiff.

5 32. ***Adequacy of Representation.*** Plaintiff will fairly and adequately protect the interests of the
6 members of the Class. Plaintiff has retained counsel experienced in consumer protection law,
7 including class actions. Plaintiff has no adverse or antagonistic interest to those in the Class
8 and will fairly and adequately protect the interests of the Class. Plaintiff's attorneys are aware
9 of no interests adverse or antagonistic to those of Plaintiff and the proposed Class.

10 33. ***Superiority.*** Class action is superior to all other available means for the fair and efficient
11 adjudication of this controversy. Individualized litigation would create the danger of
12 inconsistent and/or contradictory judgments arising from the same set of facts. Individualized
13 litigation would also increase the delay and expense to all parties and the court system. The
14 damages or other financial detriment suffered by individual Class members may be relatively
15 small compared to the burden and expense that would be entailed by individual litigation of
16 the claims against Defendant. The injury suffered by each individual member of the proposed
17 class is relatively small in comparison to the burden and expense of individual prosecution of
18 the complex and extensive litigation necessitated by Defendant's conduct. It would be
19 impractical for members of the proposed Class to individually redress the wrongs to them.
20 Even if the members of the proposed Class could afford such litigation, the court system could
21 not. Individualized litigation increases the delay and expense to all parties, and to the court
22 system, presented by the complex legal and factual issues of the case. By contrast, the class
23 action device presents far fewer management difficulties and provides the benefits of single
24 adjudication, economies of scale, and comprehensive supervision by a single court. Therefore,
25 a class action is maintainable and superior pursuant to Fed. R. Civ. P. 23.

26 34. Unless the Class is certified, Defendant will retain monies received as a result of Defendant's
27 unlawful and unfair conduct alleged herein. Unless a class-wide injunction is issued, Defendant
28 will continue to deny consumers their full rights to warranty, and members of the public,

including Class members, will continue to be misled and harmed.

35. Further, Defendant has acted or refused to act on grounds that are generally applicable to the class, so that declaratory and injunctive relief is appropriate to the Class as a whole, making certification appropriate pursuant to Fed. R. Civ. P. 23.

FIRST CAUSE OF ACTION

VIOLATION OF CALIFORNIA'S SONG-BEVERLY CONSUMER WARRANTY ACT

36. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

37. The foregoing acts and omissions constitute numerous and systematic violations of SBA.

38. The products alleged herein are "consumer goods" as defined by Cal. Civ. Code § 1791(a).

39. Plaintiff and putative Class members are "buyers" as defined by Cal. Civ. Code § 1791(b).

40. Pursuant to Cal. Civ. Code § 1793.01, "[a] manufacturer, distributor, or retail seller shall not make an express warranty with respect to a consumer good that commences earlier than the date of delivery of the good. This section does not limit an express warranty made before July 1, 2023."

41. Defendant commences their express warranties on the date of purchase, not on the date of delivery, in violation of the SBA.

42. Defendant values its ability to commence express warranties earlier than required by law.

43. Defendant received, and continue to receive, a benefit at the expense of Plaintiff and Class members.

44. Defendant harmed Plaintiff and Class members by not providing the full value of the warranties for which they are entitled by law. Specifically, their warranties have been cut short by the number of days that elapsed between the date of purchase and the date of delivery of their products. Thus, Plaintiffs and Class members have lost a pro-rata portion of the value of their warranties.

45. Defendant also harmed those Class members who had warranty claims, but reasonably believed or were told that they fell outside their warranty period.

46. Had Plaintiff and Class members been aware that Defendant's warranty practices did not

1 comply with the law, they either would not have purchased their products or would have paid
2 less for them. The premium paid is a benefit received by Defendant and should be returned to
3 Plaintiff and members of the Class.

4 47. Defendant benefits, at the expense of Plaintiff and Class members, in the form of reduced costs
5 for tracking, administering, and repairing products under warranty.

6 48. Pursuant to Cal. Civ. Code §§ 1794(a), (b), Plaintiff and Class members are entitled to damages,
7 including reimbursement of the purchase price of the Class Products.

8 49. Pursuant to Cal. Civ. Code § 1794(c), Plaintiff and Class members are entitled to two-times the
9 amount of actual damages.

10 50. Pursuant to Cal. Civ. Code § 1794(d), Plaintiff and Class members are entitled to recover
11 attorney's fees and costs.

12 **SECOND CAUSE OF ACTION**

13 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**

14 51. Plaintiff incorporates by reference all the above paragraphs of this Complaint as though fully
15 stated herein.

16 52. Plaintiff is a "person" as defined by Cal. Bus. & Prof. Code § 17201.

17 53. The UCL proscribes "unfair competition," defined as "any unlawful, unfair or fraudulent
18 business act or practice and unfair, deceptive, untrue or misleading advertising[.]" Bus. & Prof.
19 Code § 17200. This definition creates three disjunctive "prongs" that operate independently
20 from one another, namely the (1) unlawful, (2) unfair, and (3) fraudulent prongs.

21 54. By and through Defendant's conduct alleged in detail above and herein, Defendant engaged in
22 conduct which constitutes unlawful and unfair business practices as prohibited by the UCL.

23 55. A business act or practice is "unfair" under the UCL if it offends an established public policy
24 or is immoral, unethical, oppressive, unscrupulous or substantially injurious to customers.

25 56. Defendant's actions constitute unfair business practices because Defendant intentionally
26 designed warranties in violation of the law. This reduced the usable length of consumers'
27 warranties and forced consumers to unknowingly pay more for products. These actions
28 benefited Defendant to the detriment of consumers.

- 1 57. The harm to Plaintiff and Class members grossly outweighs the utility, if any, of Defendant's
2 practices.
- 3 58. A business act or practice is "unlawful" under the UCL if it violates any other law or regulation.
- 4 59. Defendant's acts and practices alleged above violate the plain language of the SBA, as described
5 in Plaintiff's First Cause of Action above.
- 6 60. Defendant's practices have misled Plaintiff and Class members and will continue to mislead in
7 the future.
- 8 61. Defendant has unfairly profited off of Plaintiff and Class members through its practices, and
9 will continue to do so in the future.
- 10 62. Pursuant to the UCL Plaintiff is entitled to preliminary and permanent injunctive relief, as well
11 as disgorgement and restitution to Plaintiff and the Class members of all Defendant's revenues
12 associated with its unfair competition, or such portion of those revenues as the Court finds
13 equitable.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays that judgment be entered against Defendant as follows:

- 16 ● That this action be certified as a class action;
- 17 ● That Plaintiff be appointed as the Class Representative;
- 18 ● That Plaintiff's attorneys be appointed Class Counsel;
- 19 ● For an order declaring Defendant's conduct to be unlawful;
- 20 ● For an order declaring Defendant to make restitution to Plaintiff and Class members under the
21 SBA in an amount equal to the total amounts paid and payable for the Class Products;
- 22 ● For actual damages;
- 23 ● For a civil penalty of two-times actual damages;
- 24 ● For punitive damages;
- 25 ● For pre and post -judgment interest at the legal rate;
- 26 ● For injunctive and other equitable relief as necessary to protect the interests of Plaintiff and
27 other Class members, and an order prohibiting Defendant from engaging in the unlawful,
28 unfair, deceptive and fraudulent acts described above;

- For an order that Defendant engage in a corrective campaign to ensure its warranties comport with the SBA;
- For an order of restitution and disgorgement of all profits and unjust enrichment that Defendant obtained from Plaintiff and the Class members as a result of its unlawful, unfair, and fraudulent business practices;
- For attorney's fees, costs of suit, and out of pocket expenses; and
- For such other and further relief that the Court deems proper.

TRIAL BY JURY

63. Plaintiff is entitled to, and demands, a trial by jury.

Dated: March 13, 2025

Respectfully submitted,

KAZEROUNI LAW GROUP, APC

By: /s/Ryan L. McBride
Ryan McBride, Esq.
Attorney for Plaintiff



RECEIPT #	AMOUNT	APPLYING IFP	JUDGE	MAG. JUDGE
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INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.