

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

JEFF DEITRICH and JESSICA FARRELL
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

AUDIBLE, INC.,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY DEMAND

1 Plaintiffs Jeff Deitrich and Jessica Farrell (“Plaintiffs”), by and through their attorneys,
 2 brings this action on behalf of themselves and all others similarly situated. Plaintiffs make the
 3 following allegations pursuant to the investigation of their counsel and based upon information and
 4 belief, except as to allegations specifically pertaining to themselves and their counsel, which are
 5 based on personal knowledge.

6 **NATURE OF THE ACTION**

7 1. This is a class action suit brought against Audible, Inc. (“Defendant”) for violating
 8 the California Digital Property Rights Transparency Law, California Business & Professions Code
 9 § 17500.6. Audible, Inc., (“Defendant” or “Audible”) is “the leading producer and provider of
 10 audio storytelling,”¹ and sells a variety of its audiobooks through its website, audible.com. On its
 11 website, Defendant tells consumers the option to “buy” digital copies of audiobooks they can
 12 purchase physical copies of. But when consumers “buy” digital versions of audiobooks through
 13 Audible’s website, they do not obtain the full bundle of sticks of rights we traditionally think of as
 14 owning property.

15 2. When consumers “buy” a physical book from a bookstore, they receive an
 16 unrestricted ownership interest over it. They can choose to read it today; they can choose to read it
 17 tomorrow. They can keep it for themselves; they can loan it to their friend. They can place that
 18 book on their bookshelf, and rest assured that if they open the book two years later, the words on
 19 the page will still be there. The same cannot be said when consumers “buy” an audiobook from
 20 Audible. Instead, in many cases, they receive “a limited, non-exclusive, non-transferable, non-
 21 sublicensable license” to access the digital audiobook, which is maintained at Defendant’s sole
 22 discretion.² If Audible loses the rights to the audiobook, it will *disappear* from the consumer’s
 23 digital library.

24 3. California law prohibits this kind of bait and switch. The California legislature
 25 recently enacted digital property rights transparency law that became effective on January 1, 2025.

26
 27 ¹ <https://www.audible.com/about/our-company>

28 ² <https://www.amazon.com/gp/help/customer/display.html/?nodeId=GLSBYFE9MGKKQXXM>

Cal. Bus. & Prof. Code § 17500.6. The law declares that “it shall be unlawful for a seller of a digital good to advertise or offer for sale a digital good to a purchaser with the terms ‘buy,’ ‘purchase,’ or any other term which a reasonable person would understand to **confer an unrestricted ownership interest in the digital good**... unless” one of two conditions is met. Cal. Bus. & Prof. Code § 17500.6(b)(1)(emphasis added). The seller needs to either (A) obtain “**an affirmative acknowledgment from the purchaser** indicating... [t]hat the purchaser is receiving a license to access the digital good [and that]... **access to the digital good may be unilaterally revoked by the seller,**” or (B), give the consumers “a clear and conspicuous statement that ... [s]tates in plain language that ‘buying’ or ‘purchasing’ the digital good is a license.” Cal. Bus. & Prof. Code § 17500.6(b)(1)(A)-(B)(emphasis added). Defendant violated this law by advertising to consumers that they could “buy,” “purchase,” and “Add to Cart,” audiobooks on its website without satisfying either of these two conditions.

4. Accordingly, Plaintiffs bring claims against Defendant individually and on behalf of a class of all others similarly situated for a (1) violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*; (2) violation of California’s False Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.*; and (3) violation of California’s Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*

PARTIES

5. Plaintiff Jeff Deitrich is a citizen of California, residing in Big Bear City California. Plaintiff purchased a digital copy of the audiobook *Untouchable: The Strange Life and Tragic Death of Michael Jackson*, authored by Randall Sullivan and Narrated by Mel Foster on Defendant’s website on July 14, 2025. Prior to making this purchase, he encountered a purchase flow substantially similar to the one depicted in this complaint.

6. Plaintiff Jessica Farrell is a citizen of California, residing in Lake View Terrace, California. Plaintiff purchased a digital copy of the audiobook *Punishment-Free Parenting*, authored and Narrated by Jon Fogel on Defendant’s website in May 20, 2025. Prior to making this

1 purchase, she encountered a purchase flow substantially similar to the one depicted in this
2 complaint.

3 7. Audible Inc. is incorporated in the State of Delaware and has a principal place of
4 business in Newark, New Jersey. Defendant owns and operates the digital audiobook catalog
5 available nationwide and found at audible.com.

6 **JURISDICTION AND VENUE**

7 8. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A), as
8 amended by the Class Action Fairness Act of 2005 (“CAFA”), because this case is a class action
9 where the aggregate claims for all members of the proposed class are in excess of \$5,000,000.00,
10 exclusive of interests and costs, there are over 100 members of the putative class, and at least one
11 class member is a citizen of a state different from Defendant.

12 9. This Court has personal jurisdiction over the parties because both parties consent to
13 this Court’s jurisdiction. Plaintiffs consent by filing suit here, and Defendant consents because the
14 forum selection clause it contends applies designates the federal courts of Kings County,
15 Washington. *See Crowell v. Audible, Inc.*, Case No. 2:25-cv-606-KKE, ECF No. 33 at 4 (W.D.
16 Wash. May 7, 2025).

17 10. Pursuant to 28 U.S.C. § 1391, this Court is the proper venue for this action because
18 a substantial part of the events, omissions, and acts giving rise to the claims herein occurred in this
19 District and Defendant maintains venue is proper here. *See Crowell v. Audible, Inc.*, Case No. 2:25-
20 cv-606-KKE, ECF No. 33 at 4 (W.D. Wash. May 7, 2025).

21 **FACTUAL ALLEGATIONS**

22 **California’s Digital Property Rights Transparency Law**

23 11. In the old days, when consumers “bought” something, they could reasonably
24 assume they would obtain the full ‘bundle of sticks’ we commonly know as property ownership.³

25
26 ³ “The ‘bundle of sticks’ metaphor [is] often is used to describe property, with each stick
27 representing a right, privilege, power or immunity.” *Pac. Gas & Elec. Co. v. Hart High-Voltage*
28 *Apparatus Repair & Testing Co.*, 18 Cal. App. 5th 415, 427 (2017).

1 In other words, if a consumer walked into a brick-and-mortar bookstore and “bought” a physical
 2 book, they knew it was theirs to keep. Consumers could rest reasonably assured that they could
 3 place the book on their shelf and they could retrieve it whenever they wanted. If after a few years,
 4 they wanted to read an old book they purchased, they could open the book, and the words on the
 5 page would still be there.

6 12. However, nowadays, with digital goods, that is no longer a given. Many digital
 7 good providers that “sell” digital goods do not actually transfer full ‘bundle of sticks.’ Instead, they
 8 only grant *licenses* to access the digital content, which may or may not be revoked.

9 13. This misunderstanding came to a fore in late 2023 and early 2024, when millions of
 10 gamers discovered that their game *The Crew* had been shut down.⁴ Ubisoft, a French video game
 11 publisher, delisted (removed from digital storefronts) and subsequently shut down the servers
 12 (intentionally stopped the operation of the computer systems that host online services or
 13 applications, effectively making them unavailable) of *The Crew*.⁵ Upset by the news of the video
 14 game’s server being shut down, consumers and users of the game to start a movement named “Stop
 15 Killing Games,” in an effort to “protect buyers against having products destroyed by the company
 16 that sold them.”⁶ This caught the attention of the California legislature, which was concerned about
 17 “consumers losing access to content.”⁷

18 14. The State of California addressed this exact concern by passing the Digital Property
 19 Rights Transparency Law, which ensures that “consumers clearly know and understand the nature
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21
 22 ⁴ Kotaku, *New Law Will Force Companies to Admit You Don’t Actually Own Digital Games*, Zack
 23 Zwiezen (Sept. 27, 2024), <https://kotaku.com/california-ab-2426-digital-games-the-crew-new-law-psn-1851659641>.

24 ⁵ <https://www.eurogamer.net/ubisoft-delists-the-crew-with-servers-shutting-next-year>

25 ⁶ <https://www.eurogamer.net/stop-killing-games-aims-to-mount-political-and-legal-challenges-to-games-going-offline>

26 ⁷ The Game File, *New Law Will Change How Digital Games Are Sold, At Least In California*,
 27 Stephen Totilo (Sept. 26, 2024), https://www.gamefile.news/p/california-ab2426-crew-call-of-duty?utm_source=post-email-title&publication_id=66124&post_id=149460139&utm_campaign=email-post-title&isFreemail=true&r=1rwba&triedRedirect=true&utm_medium=email.
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1 of their transactions...includ[ing] the reality that they may not have genuine ownership of their
 2 purchase.” California Bill Comments, A.B. 2426 Assem., 8/23/2024.

3 15. In an effort to protect consumers and require companies to inform consumers that
 4 they are purchasing a license, not the digital good itself on online storefronts, the California
 5 legislature recently passed a law “requiring sellers of digital goods to provide an explicit disclosure
 6 for each purchase of a digital good informing the consumer of the true nature of their purchase,
 7 ensuring that consumers have a full understanding of exactly what they have bought.” California
 8 Bill Analysis, A.B. 2426 Assem., 8/23/2024.

9 16. The California legislature recognized that “[a]s retailers continue to pivot away
 10 from selling physical media, the need for additional consumer protections on the purchase of
 11 digital goods becomes more important.” *Id.* “When a consumer purchases an online digital good
 12 like a movie or TV show, they receive the ability to view the media at their leisure. *Id.* Often times,
 13 the consumer believes that their purchase has given them permanent ownership of that digital good,
 14 similar to how the purchase of movie on a DVD or a paperback book provides access in perpetuity.
 15 *Id.* In reality though, the consumer has only purchased a license, which, according to the seller’s
 16 terms and conditions, the seller can revoke at any point.” *Id.*

17 17. The Law provides that:

18 (1) It shall be unlawful for a seller of a digital good to advertise or offer
 19 for sale a digital good to a purchaser with the terms “buy,”
 20 “purchase,” or any other term which a reasonable person would
 21 understand to confer an unrestricted ownership interest in the digital
 22 good, or alongside an option for a time-limited rental, unless either of
 23 the following occur:

24 (A) The seller receives at the time of each transaction an affirmative
 25 acknowledgment from the purchaser indicating all of the following:

26 (i) That the purchaser is receiving a license to access the
 27 digital good.

28 (ii) A complete list of restrictions and conditions of the
 license.

(iii) That access to the digital good may be unilaterally
 revoked by the seller if they no longer hold a right to the
 digital good, if applicable.

(B) The seller provides to the consumer before executing each
 transaction a clear and conspicuous statement that does both of the
 following:

- (i) States in plain language that “buying” or “purchasing” the digital good is a license.
- (ii) Includes a hyperlink, QR code, or similar method to access the terms and conditions that provide full details on the license.

Cal. Bus. & Prof. Code § 17500.6(b)(1).

18. Under this law, “‘digital good’ means a digital audiovisual work, digital audio work, digital book, digital code, or digital application or game, whether electronically or digitally delivered or accessed.” Cal. Bus. & Prof. Code § 17500.6 (a)(7).

19. “These digital goods are often sold at almost the same price points to the physical copies of a digital good, like a DVD or a paperback book that has given them permanent ownership of that digital good.” California Bill Comments, A.B. 2426 Assem., 8/23/2024. The reality is, “the consumer has only purchased a license, which, according to the seller’s terms and conditions, the seller can revoke at any point.” *Id.*

20. This law expands on the restrictions set forth in California’s False Advertisement Laws that make it unlawful for any person doing business in California to make false or misleading advertising claims. It makes it unlawful to “to advertise or offer for sale a digital good that a reasonable person would understand to cover an unrestricted ownership in the digital good.” *Id.*

Audible Misrepresents the Nature of the Consumer’s Ownership Rights of Digital Goods During The Purchase Process

21. Defendant’s website, Audible.com, is a digital storefront that gives consumers the option to purchase and download their digital audiobook copies. Audible advertises a variety of audiobooks on its website and tells consumers they can “[e]xplore new worlds” and “there are audiobooks for everyone.” *See* Figure 1a and 1b next page.

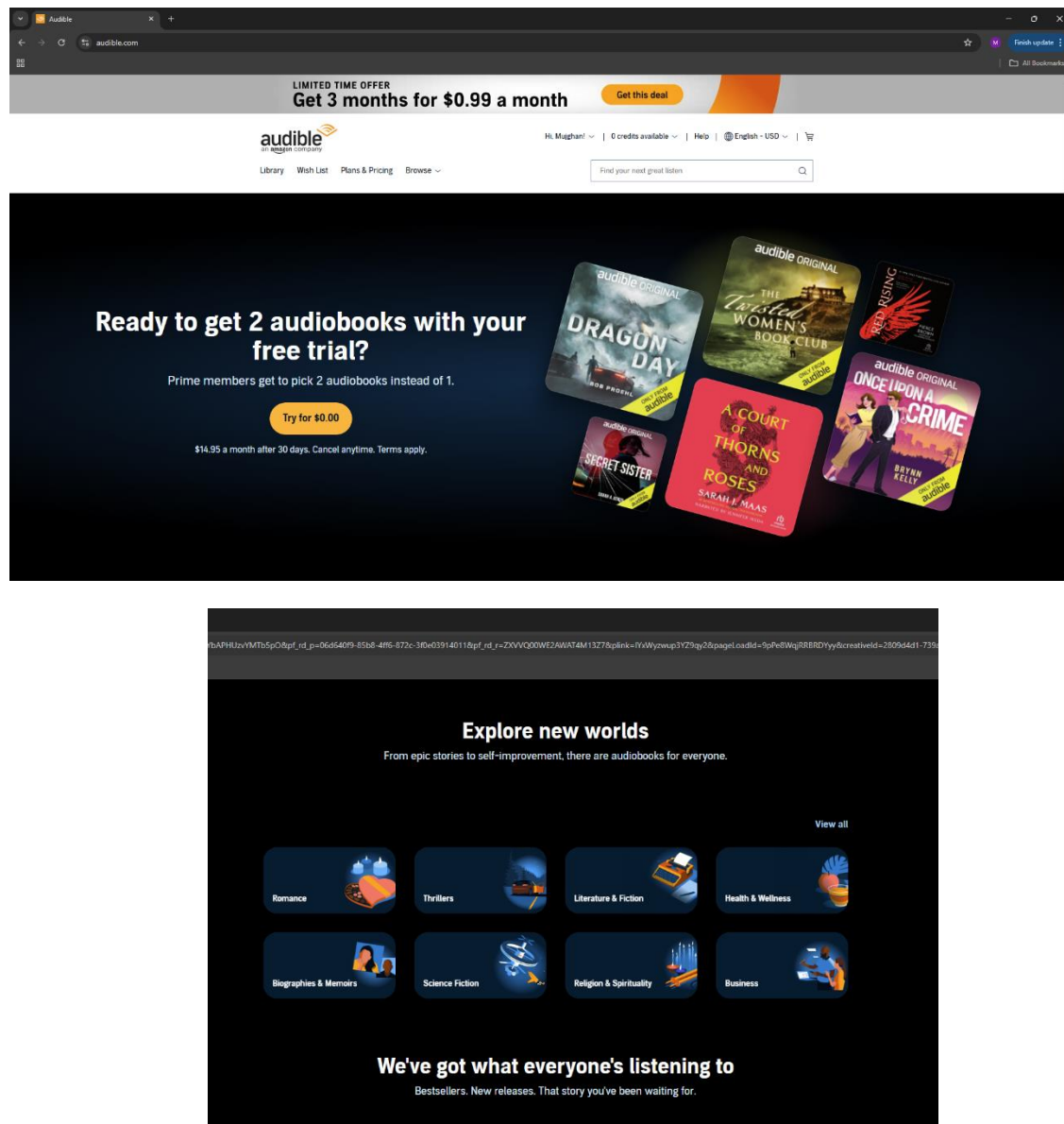


Figure 1a and 1b

22. If a consumer clicks on a particular audiobook's listing, such as Figure 2 below, the consumer is taken to the audiobook's listing page, which allows consumers to "Buy." Nowhere on this page does Defendant indicate that a digital version of the audiobook is fundamentally different than the physical copy. See Figure 2 below.

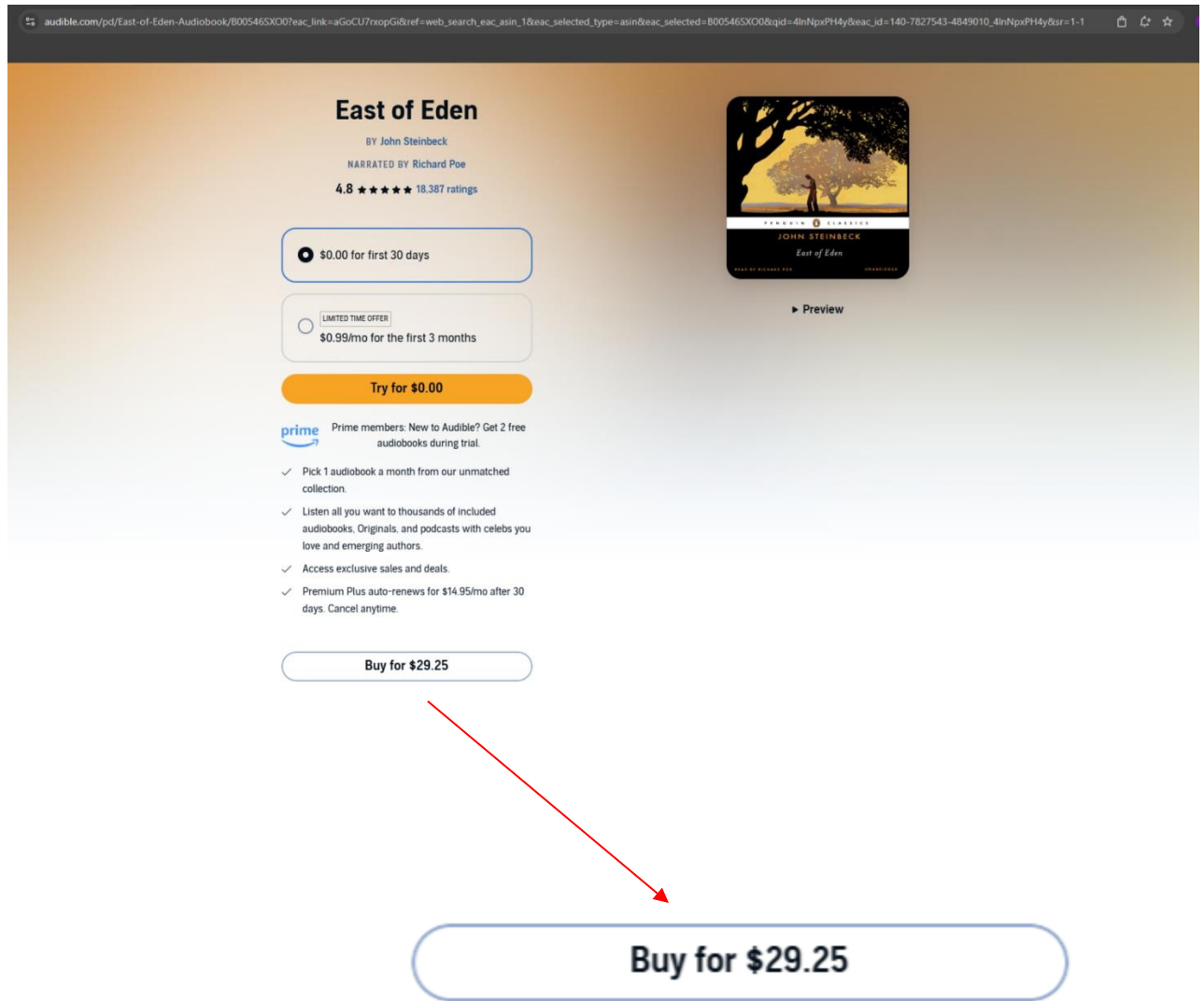


Figure 2

23. After adding a digital audiobook to cart, if the consumer is logged into their amazon account, their payment info is automatically populated. If the consumer is not, he or she is asked “add payment method.” Nowhere on this pre-payment page is there an affirmative acknowledgement that the consumer understands that he or she is receiving a license, or a clear and conspicuous notice that the thing they are purchasing is a revocable license to access the digital good.

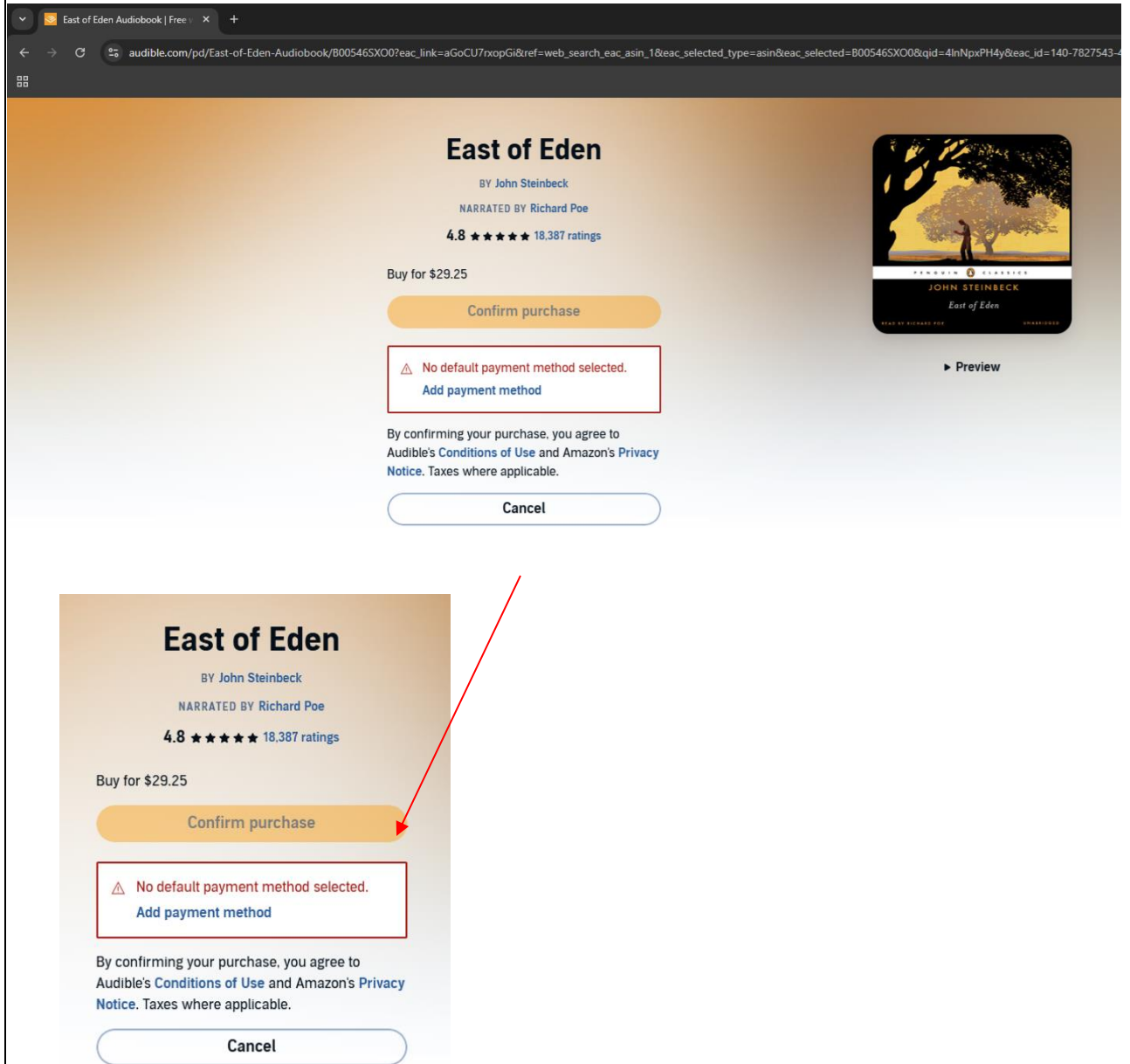


Figure 3

24. After inputting their card info, a consumer is taken to the final page before the execution of the transaction. A consumer can click “confirm purchase” to complete the transaction. Nowhere on this page is there an affirmative acknowledgement that the consumer understands that he or she is receiving a license, or a clear and conspicuous notice that the thing they are purchasing is a revocable license to access the digital good. *See* Figure 4 below.

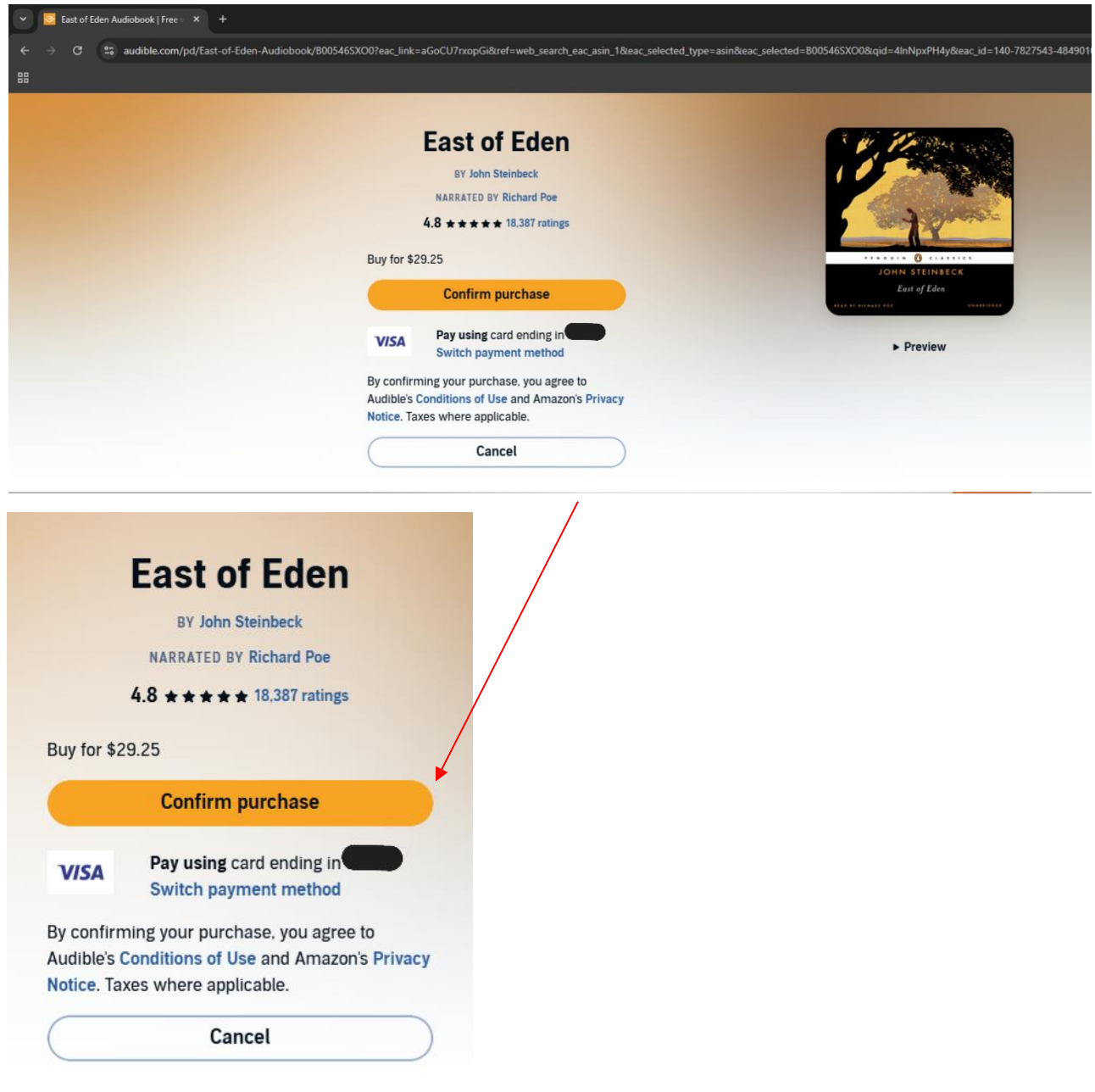


Figure 4

1 25. The digital product's ephemeral nature is confirmed by Audible's terms of use
2 agreement. The example in the Figures above included a copy of the audiobook *East of Eden* by
3 John Steinbeck. Audible's Terms of Use confirms that "[w]hen you purchase content from
4 Audible, you are purchasing a license that is subject to the rights and restrictions provided by
5 Audible's License."⁸ And whereas if consumer purchased a physical copy of the audiobook, he
6 could lend it to someone else to listen to, with a digital copy of the audiobook, the consumer is
7 "limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal
8 and non-commercial use" of the audiobook.⁹

9 26. In other words, at no point prior to the purchase is the consumer ever put on notice,
10 in plain language, that the audiobook he or she is buying is just a license that can be revoked at any
11 time. Nor is the consumer ever required to provide an affirmative acknowledgment that he or she
12 knows the limited property rights he or she is receiving with the purchase of the digital audiobook.

13 27. There are many ways to comply with the law. For example, if a consumer purchases
14 a digital video through Fandango, it provides "a clear and conspicuous statement that ... [s]tates in
15 plain language that 'buying' or 'purchasing' the digital good is a license." Cal. Bus. & Prof. Code §
16 17500.6(b)(1)(B). See Figure 5, next page.

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27 ⁸ <https://www.audible.com/legal/conditions-of-use>

28 ⁹ <https://www.audible.com/legal/license-agreement>

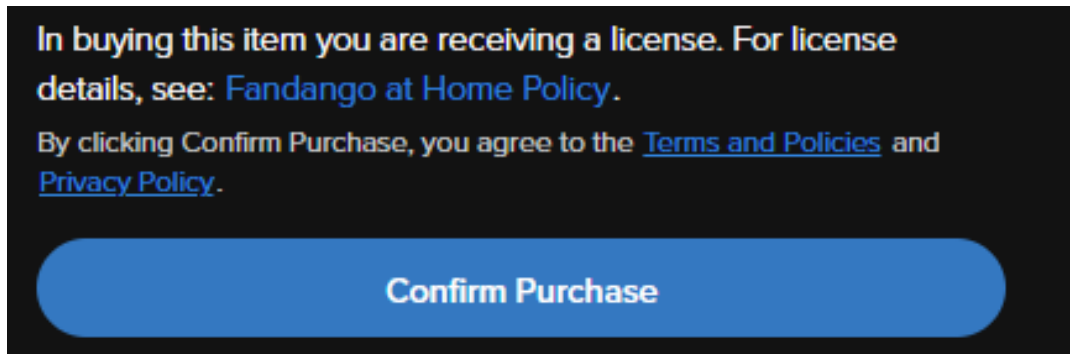
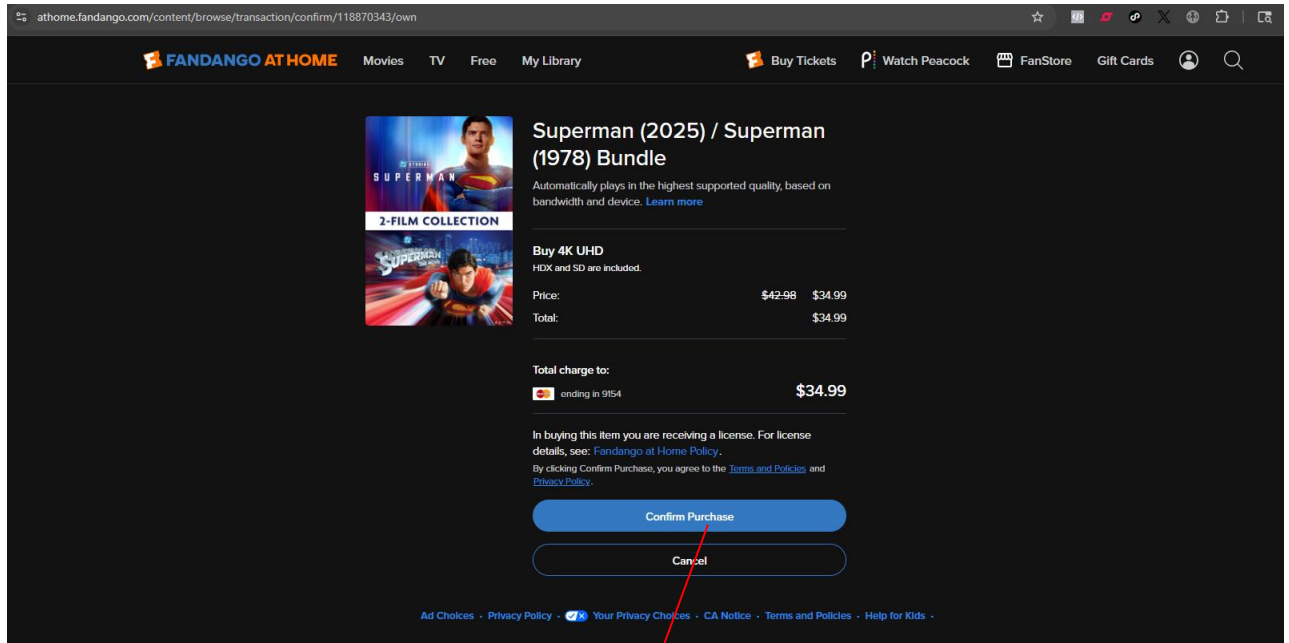


Figure 5

CLASS ALLEGATIONS

28. **Class Definition:** Plaintiffs seek to represent a class of similarly situated individuals defined as all persons in California who have purchased a digital audiobook from Audible.

29. Subject to additional information obtained through further investigation and discovery, the above-described Class may be modified or narrowed as appropriate, including through the use of multi-state subclasses.

30. **Numerosity (Fed. R. Civ. P. 23(a)(1)):** At this time, Plaintiffs do not know the exact number of members of the aforementioned Class. However, given the popularity of Defendant's website, the number of persons within the Class is believed to be so numerous that joinder of all members is impractical.

31. **Commonality and Predominance (Fed. R. Civ. P. 23(a)(2), 23(b)(3)):** There is a well-defined community of interest in the questions of law and fact involved in this case. Questions of law and fact common to the members of the Class that predominate over questions that may affect individual members of the Class include:

- (a) Whether Defendant used terms such as "buy" or "purchase" in connection with the sale of its digital audiobooks;
- (b) Whether Defendant received an affirmative acknowledgment from class members compliant with Cal. Bus. & Prof. Code § 17500.6(b)(1)(A); and
- (c) Whether Defendant provided clear and conspicuous notice to class members with Cal. Bus. & Prof. Code § 17500.6(b)(1)(B).

32. **Typicality (Fed. R. Civ. P. 23(a)(3)):** Plaintiffs' claims are typical of those of the Class because Plaintiffs, like all members of the Class, purchased digital audiobooks from Audible without an express warning that they were receiving a license.

33. **Adequacy (Fed. R. Civ. P. 23(a)(4)):** Plaintiffs have retained and are represented by qualified and competent counsel who are highly experienced in complex consumer class action litigation. Plaintiffs and their counsel are committed to vigorously prosecuting this class action. Moreover, Plaintiffs are able to fairly and adequately represent and protect the interests of the Class. Neither Plaintiffs nor their counsel have any interest adverse to, or in conflict with, the interests of the absent members of the Class. Plaintiffs have raised viable claims or the type reasonably expected to be raised by members of the Class, and will vigorously pursue those claims. If necessary, Plaintiffs may seek leave of this Court to amend this Class Action Complaint to include additional representatives to represent the Class, additional claims as may be appropriate, or to amend the definition of the Class to address any steps that Defendant took.

34. **Superiority (Fed. R. Civ. P. 23(b)(3)):** A class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual litigation of

the claims of all members of the Class is impracticable. Even if every member of the Class could afford to pursue individual litigation, the court system could not. It would be unduly burdensome to the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent, or contradictory judgments, and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same factual issues. By contrast, the maintenance of this action as a class action, with respect to some or all of the issues presented herein, presents few management difficulties, conserves the resources of the parties and of the court system and protects the rights of each member of the Class. Plaintiffs anticipate no difficulty in the management of this action as a class action.

COUNT I

Violations of the California Unfair Competition Law Bus. & Prof. Code §§ 17200 et seq.

35. Plaintiffs incorporate by reference all of the foregoing paragraphs.

36. Plaintiffs bring this claim individually and on behalf of the Class.

37. California Business and Professions Code § 17200 prohibits “any unlawful, unfair, or fraudulent business act or practice.” California’s Unfair Competition Law (“UCL”). The UCL allows “a person who has suffered injury in fact and has lost money or property” to prosecute a civil action for violation of the UCL. Cal. Bus. & Prof. Code § 17204. Such a person may bring an action on behalf of herself or himself and others similarly situated who are affected by the unlawful and/or unfair business practice or act.

38. By committing the acts and practices alleged herein, Defendant has violated Cal. Bus. & Prof. Code §§ 17200–17210 by engaging in unlawful, unfair, and fraudulent conduct. Specifically, Defendant violated the UCL’s proscription against engaging in **Unlawful Business Practices** by violating California Bus. & Prof. Code §§ 17500.6(b)(1).

39. California Business & Professional Code § 17500.6(b)(1) prohibits “a seller of a digital good to advertise or offer for sale a digital good to a purchaser with the terms “buy,”

1 “purchase,” or any other term which a reasonable person would understand to confer an
2 unrestricted ownership interest in the digital good.”

3 40. Defendant is a seller of digital goods because it sells digital audiobooks on its
4 website.

5 41. Defendant’s digital audiobooks are digital goods under the statute. A “digital good”
6 is defined as including a “s a digital audiovisual work, digital audio work, digital book, digital
7 code, or digital application or game, whether electronically or digitally delivered or accessed.” Cal.
8 Bus. & Prof. Code § 17500.6(a)(7). Defendant’s digital audiobooks can be downloaded after
9 purchase.

10 42. Defendant advertises and offers for sale its digital audiobooks in a manner that
11 implies an unrestricted ownership interest in the digital good. Defendant offers its digital
12 audiobooks for sale using the terms “Buy,” and “Add to Cart,” as depicted in Figures 1 through 4
13 of this Complaint. Plaintiff, and members of the Class, as a reasonable person viewing the website
14 in order to make a purchase, would understand that the digital good offered and advertised by
15 Defendant was being offered to consumers with an unrestricted ownership interest.

16 43. California Business & Professional Code § 17500.6(b)(1) has two exceptions to this
17 general prohibition of offering digital goods for sale using the terms like “buy” or “purchase.”
18 However, Defendant cannot fall into either of these exceptions. Defendant never received “an
19 affirmative acknowledgment from the purchaser indicating: (i) that the purchaser is receiving a
20 license to access the digital good; (ii) a complete list of restrictions and conditions of the license;
21 (iii) That access to the digital good may be unilaterally revoked by the seller if they no longer hold
22 a right to the digital good, if applicable.” Cal. Bus. & Prof. Code § 17500.6(b)(1)(A). And
23 Defendant never provided “a clear and conspicuous statement that does both of the following: (i)
24 States in plain language that “buying” or “purchasing” the digital good is a license; (ii) includes a
25 hyperlink, QR code, or similar method to access the terms and conditions that provide full details
26 on the license.” Cal. Bus. & Prof. Code § 17500.6(b)(1)(B).

1 44. Defendant's acts and omissions as alleged herein violate obligations imposed by
2 statute, are substantially injurious to consumers, offend public policy, and are immoral, unethical,
3 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits
4 attributable to such conduct.

5 45. There were reasonably available alternatives to further Defendant's legitimate
6 business interests, other than the conduct described herein.

7 46. Defendant's acts, omissions, nondisclosures, and misleading statements as alleged
8 herein were and are false, misleading, and/or likely to deceive the consuming public.

9 47. Plaintiffs and the members of the Class have suffered an economic injury that
10 flowed from Defendant's violation of the law. Defendant's acts caused Plaintiffs and Class
11 members to overpay for audiobooks under the belief that they owned them outright. Had
12 Defendant properly disclosed the true nature of the limited property rights it was conveying, it
13 could not charge as much as it did for them, and it would need to reduce its prices to compete with
14 other competitors. There are many ways to comply with the statute, for example Steam, who did
15 disclose the true nature of the limited property rights they convey when they sold games. Thus,
16 Plaintiffs and members of the Class were damaged and have suffered economic injuries as a direct
17 and proximate result of Defendant's unlawful and/or unfair business practices.

18 48. Plaintiffs and the members of the Class have suffered a substantial injury in fact and
19 lost money by virtue of Defendant's acts of unfair competition, which caused them to overpay for
20 audiobooks under the belief that they owned them outright. Had Plaintiffs and class members
21 known they were only obtaining revocable licenses to audiobooks, they would have paid
22 substantially less for those licenses. Thus, Plaintiffs and members of the Class were damaged and
23 have suffered economic injuries as a direct and proximate result of Defendant's unlawful and/or
24 unfair business practices.

25 49. Defendant's violations have continuing and adverse effects because Defendant's
26 unlawful conduct is continuing, with no indication that Defendant intends to cease this unlawful
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1 course of conduct. The public and the Class are subject to ongoing harm because the unlawful
2 and/or unfair business practices.

3 50. Plaintiffs and the Class seek restitution pursuant to Cal. Bus. & Prof. Code § 17203
4 of all amounts that Defendant charged or caused to be charged to Plaintiffs' and the Class's
5 accounts in connection with the audiobooks purchased, or at a minimum, the price premium they
6 paid. Defendant should be required to disgorge all the profits and gains they have reaped and
7 restore such profits and gains to Plaintiffs and the Class, from whom they were unlawfully taken.

8 51. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiffs and members of the Class
9 seek a court order enjoining Defendant from such future misconduct, and any other such orders that
10 may be necessary to rectify the unlawful business practices of Defendant.

11 52. Plaintiffs bring this action as private attorneys general and to vindicate and enforce
12 an important right affecting the public interest. Plaintiffs and the Class are therefore entitled to an
13 award of attorneys' fees under Code of Civil Proc. § 1021.5 for bringing this action.

14 53. Plaintiffs have no adequate remedy at law for this claim. There is no commensurate
15 legal remedy for Plaintiffs' requested relief under this count. Alternatively, legal remedies
16 available to Plaintiffs are inadequate because they are not "equally prompt and certain and in other
17 ways efficient" as equitable relief. *American Life Ins. Co. v. Stewart*, 300 U.S. 203, 214 (1937);
18 *see also U.S. v. Bluit*, 815 F. Supp. 1314, 1317 (N.D. Cal. Oct. 6, 1992) ("the 'mere existence' of a
19 possible legal remedy is not sufficient to warrant denial of equitable relief"); *Quist v. Empire Water*
20 *Co.*, 2014 Cal. 646, 643 (1928) ("The mere fact that there may be a remedy at law does not oust the
21 jurisdiction of a court of equity. To have this effect, the remedy must also be speedy, adequate, and
22 efficacious to the end in view ... It must reach the whole mischief and secure the whole right of the
23 party in a perfect manner at the present time and not in the future"). Furthermore:

- 24 a) To the extent damages are available here, damages are not equally certain as
25 restitution because the standard that governs ordering restitution is different than the
26 standard that governs damages. Hence, the Court may award restitution even if it
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determines that Plaintiffs fails to sufficiently adduce evidence to support an award of damages.

b) Damages and restitution are not necessarily the same amount. Unlike damages, restitution is not limited to the amount of money defendant wrongfully acquired plus the legal rate of interest. Equitable relief, including restitution, entitles the plaintiff to recover all profits from the wrongdoing, even where the original funds taken have grown far greater than the legal rate of interest would recognize. Plaintiffs seeks such relief here.

c) Legal claims for damages are not equally certain as restitution because claims under the UCL and unjust enrichment entail few elements.

54. Plaintiffs also lack an adequate remedy at law to prevent future harm.

COUNT II

Violations of California's False Advertising Law ("FAL"), Cal. Bus. & Prof. Code §§ 17500, *et seq.*

55. Plaintiffs re-allege and incorporate by reference every allegation set forth in the preceding paragraphs as though alleged in this Count.

56. Plaintiffs bring this claim individually and on behalf of the members of the proposed Class and Subclass against Defendant.

57. California's False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.*, makes it "unlawful for any person to make or disseminate or cause to be made or disseminated before the public in this state, ...in any advertising device ... or in any other manner or means whatever, including over the Internet, any statement, concerning ... personal property or services, professional or otherwise, or performance or disposition thereof, which is untrue or misleading and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading."

58. Defendant committed acts of false advertising, as defined by § 17500, by intentionally making and disseminating statements to consumers in California and the general public concerning Defendant's digital audiobooks, as well as circumstances and facts connected to

1 such products, which are untrue and misleading on their face and by omission, and which are
2 known (or which by the exercise of reasonable care should be known) by Defendant to be untrue or
3 misleading. Defendant has also intentionally made or disseminated such untrue or misleading
4 statements and material omissions to consumers in California and to the public as part of a plan or
5 scheme with intent not to sell those digital goods as advertised.

6 59. Defendant's statements include but are not limited to representations and omissions
7 that made consumers reasonably believe the digital audiobooks Defendant's offered on sale carried
8 with them an unrestricted property interest. In particular, Defendant offers its digital audiobooks
9 for sale using the terms "Buy," and "Add to Cart," as depicted in Figures 1 through 4 of this
10 Complaint.

11 60. Defendant's actions in violation of § 17500, as described herein, were false and
12 misleading such that the general public is and was likely to be deceived.

13 61. Plaintiffs and the members of the Class were deceived by Defendant's statements
14 and omissions made online when they paid for their digital goods, and there is a strong probability
15 that other California consumers and members of the public were also or are likely to be deceived as
16 well. Any reasonable consumer would be misled by Defendant's false and misleading statements
17 and material omissions. Plaintiffs and other members of the Class did not learn about the true
18 limited nature of the property interests they received until after they had already paid for
19 Defendant's digital goods. They relied on Defendant's statements and omissions to their
20 detriment.

21 62. Plaintiffs and the Class lost money or property as a result of Defendant's FAL
22 violations because they would not have purchased the digital goods on the same terms if the true
23 facts were known about the product and the digital goods do not have the characteristics as
24 promised by Defendant.

25 63. Plaintiffs, individually and on behalf of all similarly situated California consumers,
26 seeks individual, representative, and public injunctive relief and any other necessary orders or
27 judgments that will prevent Defendant from continuing with its false and deceptive advertisements
28

1 and omissions; restitution that will restore the full amount of their money or property;
2 disgorgement of Defendant's relevant profits and proceeds; and an award of costs and reasonable
3 attorneys' fees.

4 64. Plaintiffs also seek equitable relief, including restitution, with respect to their FAL
5 claims. Pursuant to Federal Rule of Civil Procedure 8(e)(2), Plaintiffs make the following
6 allegations in this paragraph as an alternative to any contrary allegations in their other causes of
7 action, in the event that such causes of action will not succeed. Plaintiffs and the California
8 Subclass may be unable to obtain monetary, declaratory and/or injunctive relief directly under
9 other causes of action and will lack an adequate remedy at law, if the Court requires them to show
10 classwide reliance and materiality beyond the objective reasonable consumer standard applied
11 under the FAL, because Plaintiffs may not be able to establish each California Subclass member's
12 individualized understanding of Defendant's misleading representations as described in this
13 Complaint, but the FAL does not require individualized proof of deception or injury by absent class
14 members. *See, e.g., Ries v. Ariz. Bevs. USA LLC*, 287 F.R.D. 523, 537 (N.D. Cal. 2012)
15 ("restitutionary relief under the UCL and FAL 'is available without individualized proof of
16 deception, reliance, and injury.'"). In addition, Plaintiffs and the California Subclass may be
17 unable to obtain such relief under other causes of action and will lack an adequate remedy at law, if
18 Plaintiffs are unable to demonstrate the requisite *mens rea* (intent, reckless, and/or negligence),
19 because the FAL imposes no such *mens rea* requirement and liability exists even if Defendant
20 acted in good faith. Restitution and/or injunctive relief may also be more certain, prompt, and
21 efficient than other legal remedies requested herein. The return of the full premium price, and an
22 injunction requiring adequate disclosure ownership rights conveyed to consumers prior to the
23 execution of purchase will ensure that Plaintiffs and the California Subclass Members are in the
24 same place they would have been in had Defendant's wrongful conduct not occurred, *i.e.*, the
25 position to make an informed decision about the purchase of the digital goods absent omissions and
26 misrepresentations with the full purchase price at their disposal.

65. Plaintiffs seek, on behalf of themselves and those similarly situated, an injunction to prohibit Defendant from continuing to engage in the false, misleading and deceptive advertising and marketing practices complained of herein. Such misconduct by Defendant, unless and until enjoined and restrained by order of this Court, will continue to cause injury in fact to the general public and the loss of money and property in that Defendant will continue to violate the laws of California, unless specifically ordered to comply with the same. This expectation of future violations will require current and future consumers to seek legal redress repeatedly and continuously in order to recover monies paid to Defendant to which they are not entitled. Plaintiffs, those similarly situated and/or other consumers nationwide have no other adequate remedy at law to ensure future compliance with the California Business and Professions Code alleged to have been violated herein.

COUNT III
Violation of California Consumer Legal Remedies Act
Cal. Civil Code § 1750 *et seq.*

66. Plaintiffs re-allege and incorporates by reference every allegation set forth in the preceding paragraphs as though alleged in this Count.

67. Plaintiffs bring this claim individually and on behalf of the members of the proposed Class and Subclass against Defendant.

68. At the time Plaintiffs and members of the Class and Subclasses purchased their audiobooks from Audible, Defendant did not fully disclose the limited property interest it was conveying in the audiobooks.

69. This cause of action is brought pursuant to California's Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750-1785 (the "CLRA").

70. Plaintiffs and members of the Class are consumers who purchased Defendant's digital audiovisual works. Accordingly, Plaintiffs and members of the Class are "consumers," as the term is defined by Cal. Civ. Code § 1761(d).

71. At all relevant times, Defendant's digital audiobooks constituted "goods," as that term is defined in Cal. Civ. Code § 1761(a).

72. At all relevant times, Defendant was a “person,” as that term is defined in Cal. Civ. Code § 1761(e).

73. At all relevant times, Plaintiffs’ purchases of Defendant’s digital audiobooks and the purchases of other Class members, constituted “transactions,” as that term is defined in Cal. Civ. Code § 1761(e).

74. The conduct alleged in this Complaint constitutes unfair methods of competition and unfair and deceptive acts and practices for the purposes of the CLRA, and the conduct was undertaken by Defendant in transactions intended to result in, and which did result in, the sale of goods to consumers.

75. The policies, acts, and practices described in this Complaint were intended to and did result in the sale of Defendant’s Products to Plaintiffs and the Class. Defendant’s practices, acts, policies, and course of conduct violated the CLRA § 1750 *et seq.*, as described above.

76. Defendant advertised goods with intent not to sell them as advertised in violation of California Civil Code § 1770(a)(9).

77. Defendant also represented that a transaction conferred legal rights, remedies, or obligations that it does not have in violation of California Civil Code § 1770(a)(14).

78. Plaintiffs and members of the Class suffered injuries caused by Defendant’s misrepresentations because (a) Plaintiffs and members of the Class would not have purchased the digital audiovisual works on the same terms if they had known the true facts; (b) Plaintiffs and members of the Class paid a price premium for the audiobooks believing they owned them outright.

79. Wherefore, Plaintiffs seek injunctive relief for this violation of the CLRA.

80. On August 21, 2025, a CLRA demand letter was sent to Defendant’s address via certified mail (return receipt requested), that provided notice of Defendant’s violations of the CLRA and demanded that Defendant correct the unlawful, unfair, false and/or deceptive practices alleged here. The letter expressly stated that it was sent on behalf of Plaintiffs and “all other persons similarly situated.”

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs seek a judgment against Defendant, on behalf of themselves and all others similarly situated, as follows:

- (a) For an order certifying the Classes pursuant Fed. R. Civ. P. 23, naming Plaintiffs as representatives of the Classes, and naming Plaintiffs' attorneys as Class Counsel to represent the Classes;
- (b) For an order declaring that Defendant's conduct violates the statutes referenced herein;
- (c) For an order finding in favor of Plaintiffs and the Classes on all counts asserted herein;
- (d) For an award of damages to the extent available;
- (e) For an award of restitution and disgorgement of profits in an amount to be determined at trial;
- (f) For punitive damages, as warranted, in an amount to be determined at trial;
- (g) For prejudgment interest on all amounts awarded; and
- (h) For an order awarding Plaintiffs and the Classes their reasonable attorneys' fees and expenses and costs of suit.

JURY TRIAL DEMANDED

Plaintiffs demand a trial by jury on all claims so triable.

1 Dated: August 28, 2025

2 By: /s/ Wright A. Noel
3 Wright A. Noel

4 Wright A. Noel
5 wright@carsonnoel.com
6 CARSON NOEL PLLC
7 20 Sixth Avenue NE
8 Issaquah, WA 98027
9 Tel: 425.837.4717
10 Fax: 425.837.5396

11 **BURSOR & FISHER, P.A.**

12 By: /s/ Philip L. Fraietta
13 Philip L. Fraietta

14 Philip L. Fraietta (State Bar No. 354768)
15 1330 Avenue of the Americas, 32nd Floor
16 New York, NY 10019
17 Telephone: (646) 837-7150
18 Facsimile: (212) 989-9163
19 E-mail: pfraietta@bursor.com

20 **BURSOR & FISHER, P.A.**

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23 Walnut Creek, CA 94596
24 Telephone: (925) 300-4455
25 Facsimile: (925) 407-2700
26 E-mail: sbogdanovich@bursor.com

27 *Pro hac vice admission to be sought.

28 *Attorneys for Plaintiff*

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

JEFF DEITRICH and JESSICA FARRELL individually
and on behalf of all others similarly situated.

(b) County of Residence of First Listed Plaintiff _____

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Carson & Noel PLLC, 20 Sixth Avenue NE, Issaquah,
WA 98027; (425) 395-7786

DEFENDANTS

AUDIBLE, INC.,

County of Residence of First Listed Defendant _____

(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 ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 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)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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:
Violating the California Digital Property Rights Transparency Law

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** 5,000,000.00 **CHECK YES only if demanded in complaint:**
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

August 28, 2025

/s/ Wright A. Noel

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

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 cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

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

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

UNITED STATES DISTRICT COURT

for the

Western District of Washington 

JEFF DEITRICH and JESSICA FARRELL individually
and on behalf of all others similarly situated,

Plaintiff(s)

v.

AUDIBLE, INC.,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Audible, Inc.
CSC Lawyers Incorporating Service, Registered Agent
2170 Gateway Oaks Gateway Drive, Suite 150N
Sacramento, CA 95833

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Wright A. Noel
Carson & Noel PLLC
20 Sixth Avenue NE
Issaquah, WA 98027

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

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 \$ 0.00 .

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: