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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

JOSE RODRIGUEZ, individually and  
on behalf of all others similarly  
situated,

Plaintiff,

vs.

SONY ELECTRONICS INC. and  
CAPTURE ONE A/S,

Defendants.

Case No. '25CV2305 WQHSBC

**COMPLAINT**

**CLASS ACTION**

**DEMAND FOR JURY TRIAL**

1 Plaintiff Jose Rodriguez (“Plaintiff”), individually and on behalf of all others  
2 similarly situated, by and through his counsel, brings this Complaint against  
3 Defendants Sony Electronics, Inc. (“Sony Electronics”) and Capture One A/S  
4 (“Capture One”), and based upon personal knowledge with respect to himself, and  
5 on information and belief and the investigation of counsel as to all other matters, in  
6 support thereof alleges as follows:

7 **NATURE OF THE ACTION**

8 1. Plaintiff brings this action on behalf of himself and a class (or classes)  
9 of all other similarly situated persons, as defined below.

10 2. This action concerns Defendants’ deceptive and unfair tactic of  
11 marketing and bundling a perpetual or lifetime license for post-production editing  
12 software called Capture One Express with certain cameras—only to later improperly  
13 terminate this license, depriving users of functionality that had been included with  
14 their cameras, forcing users to pay for continued access to software they believed  
15 was part of their original camera purchase, and/or forcing users to pay for different  
16 replacement software.

17 3. Since at least September 16, 2014, Sony Electronics or its affiliates has  
18 advertised a perpetual bundled license of Capture One Express for Sony software  
19 with Sony camera sales.<sup>1</sup> However, starting February 12, 2024, Defendants reneged  
20 on their promises by terminating the perpetual license.

21 4. Customers like Plaintiff use post-production software to edit, organize  
22 and manage their photo collections. Defendants knew or should have known that the  
23 Capture One Express software was a valuable portion of the camera package sold to  
24 consumers. Defendants knew or should have known that terminating and/or charging  
25 for this valuable software would harm consumers that opted to pay to continue using  
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28 <sup>1</sup> <https://www.sony.com/en/SonyInfo/News/Press/201409/14-087/>

1 the Capture One software (avoiding substantial switching costs), consumers that  
2 paid for substitute software, and even consumers that did not use post-production  
3 software, as the resale value of their cameras would necessarily be less without  
4 bundled, effective, post-production software.

### 5 **PARTIES**

6 5. Plaintiff Jose Rodriguez is a natural person who is a citizen of the  
7 United States and who has been domiciled in the State of Texas since December  
8 2022. Prior to December 2022, he was domiciled in the State of California, residing  
9 in Moreno Valley, Riverside County. He continues to spend 4-5 months per year  
10 living in Moreno Valley, Riverside County, California. He has been a Sony camera  
11 owner since February 2, 2021, and used the bundled Capture One Express for Sony  
12 software from the time of camera purchase until the software was discontinued.

13 6. Defendant Sony Electronics, Inc. is a Delaware corporation  
14 headquartered in San Diego, California. Defendant's mailing address is 16535 Via  
15 Esprillo, San Diego, CA 92127. Defendant is a subsidiary of Sony Corporation  
16 (Japan).

17 7. Defendant Capture One A/S is a Danish corporation headquartered in  
18 Frederiksberg, Copenhagen, Denmark. Formerly known as Phase One, it is owned  
19 by Danish private equity firm Axcel, which acquired it in 2019.

20 8. Sony Electronics markets and sells Sony brand electronic consumer  
21 goods, including headphones and cameras, to consumers throughout the United  
22 States.

### 23 **JURISDICTION AND VENUE**

24 9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §  
25 1332(d), because this action is a class action in which there are 100 or more Class  
26 members; the matter in controversy exceeds the sum of \$5,000,000, exclusive of  
27 interest and costs; and at least one member of the class(es) is a citizen of a state  
28 different from Defendants.

1           10. This Court has personal jurisdiction over Defendants because  
2 Defendant Sony Electronics is headquartered in this District and Defendant Capture  
3 One conducts and/or conducted significant business in this District during the time  
4 period relevant hereto.

5           11. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because  
6 Defendant Sony Electronics is headquartered in this District.

7           12. Upon information and belief, Sony has sold cameras in California and  
8 nationwide.

9           13. Upon information and belief, Capture One has provided software  
10 licenses for its camera-bundled processing software to consumers in California and  
11 nationwide.

12                                   **FACTUAL ALLEGATIONS**

13           14. Sony Corporation (Japan), Sony Electronics, and related affiliates and  
14 subsidiaries began production of Sony-branded cameras in 2006.

15           15. Upon information and belief, at the time Sony Electronics bundled  
16 Capture One Express for Sony with its cameras, established competitors like Canon  
17 and Nikon held dominant positions in the camera market, and consumers were often  
18 tied to these systems with significant investments in lenses and accessories.

19           16. Upon information and belief, early Sony lenses were also perceived by  
20 some users as having shortcomings compared to their long-dominant competitors.

21           17. Upon information and belief, consumers, particularly those identified  
22 as “prosumers” (i.e., amateurs who purchase equipment with quality or features  
23 suitable for professional use), as well as professionals and serious hobbyists, who  
24 had made significant investments in camera equipment from established  
25 manufacturers like Canon and Nikon, were reluctant to switch camera systems to  
26 Sony due to substantial switching costs, which included not only the considerable  
27 expense of purchasing new camera bodies and lenses compatible with the Sony  
28

1 system but also the effort and time required to learn an entirely new post-production  
2 software workflow.

3 18. A crucial feature of many modern digital cameras, including Sony  
4 cameras, is the ability to capture images in a RAW file format.

5 19. RAW files contain significantly more image data than compressed  
6 formats like JPEG, allowing for greater flexibility and quality in post-production  
7 editing, including the potential for lossless editing.

8 20. Sony's RAW file format is, at least in part, proprietary. Sony uses the  
9 ARW (Alpha RAW) format, which is a specific, proprietary version of RAW  
10 tailored to Sony cameras and their internal standards. ARW files include custom  
11 metadata and features unique to Sony, making them distinct from generic RAW files  
12 used by other brands.<sup>2</sup>

13 21. Upon information and belief, for a significant period relevant to this  
14 action, very few, if any, third-party post-production software programs could  
15 natively process or fully utilize Sony's proprietary RAW files without requiring a  
16 specific plugin or license, which often came at an additional cost.

17 22. Capture One is a software application developed and licensed by  
18 Capture One A/S.

19 23. Capture One is post-production software designed for installation and  
20 use on a computer. It helps organize and edit images captured on digital cameras,  
21 and is widely recognized for its professional-grade photo editing and RAW image  
22 processing capabilities

23 24. Capture One A/S has offered its software in various versions or tiers,  
24 including a full-featured professional version known as Capture One Pro, and a more  
25 limited version known as Capture One Express.

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28 <sup>2</sup> <https://docs.fileformat.com/image/arw/>

1           25. Upon information and belief, Sony Electronics, facing significant  
2 market dominance from established competitors like Canon and Nikon,  
3 implemented a marketing plan that strategically bundled Capture One software with  
4 its cameras as a key marketing tactic and value proposition designed to lower the  
5 switching costs (both perceived, financial, and/or technical) for potential customers  
6 invested in those competing ecosystems or to encourage new camera purchasers to  
7 choose Sony cameras over its rivals.

8           26. Under this arrangement, Sony bundled or offered a specific version of  
9 Capture One's software, known as Capture One Express for Sony, with the purchase  
10 of eligible Sony cameras.

11           27. Announced in 2014,<sup>3</sup> the bundling and offering of Capture One Express  
12 for Sony with cameras occurred starting in 2015.<sup>4</sup>

13           28. Capture One Express for Sony was designed to work optimally with  
14 Sony cameras and their proprietary RAW image files. This version offered  
15 significant photo editing and organizing functionalities, including capabilities  
16 specifically beneficial for Sony camera owners, such as native support for Sony  
17 RAW formats, corrections for bundled Sony lenses, specific support for scores of  
18 Sony camera models and superior, accurate, realistic color processing of Sony  
19 camera images.

20           29. The bundling of Capture One Express for Sony provided consumers  
21 with a seamless and effective way to process the high-quality RAW files produced  
22 by their Sony cameras, thus enabling them to utilize the full features and capabilities  
23 for which they purchased the cameras.

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26 <sup>3</sup> <https://www.sony.com/en/SonyInfo/News/Press/201409/14-087/>

27 <sup>4</sup> [https://alphauniverse.com/stories/get-started-with-capture-one-pro-and-express-](https://alphauniverse.com/stories/get-started-with-capture-one-pro-and-express-for-sony/)  
28 [for-sony/](https://alphauniverse.com/stories/get-started-with-capture-one-pro-and-express-for-sony/) (June 22, 2018).

1           30. Capture One Express for Sony was the result of a joint venture between  
2 Sony Electronics and Capture One A/S. On [alphauniverse.com](http://alphauniverse.com) (a website owned  
3 and operated by Sony Electronics), Sony Electronics stated that “Sony and [Capture]  
4 One do something different from the usual in-box bundle. Sony and [Capture] One  
5 have a unique partnership that began in 2015. A special free version of Capture One  
6 (Capture One ‘Express’) is available to any Sony camera owner.”<sup>5</sup>

7           31. Beginning in 2014, numerous public representations were made by or  
8 on behalf of Sony Electronics, including in a press release and on [alphauniverse.com](http://alphauniverse.com)  
9 (a website owned and operated by Sony Electronics), and by Sony staff writers,  
10 confirming that Sony cameras would include a perpetual license for Capture One  
11 Express, including:

- 12           a. “Capture One Express (for Sony) will be provided at no extra charge  
13 to users who purchase an  $\alpha$  interchangeable-lens camera or Cyber-  
14 shot RX digital still camera.”<sup>6</sup>
- 15           b. “Every Sony camera comes with a free version of Capture One  
16 Express for Sony.”<sup>7</sup>
- 17           c. “Capture One Express for Sony is completely free for a lifetime.”<sup>8</sup>
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22           <sup>5</sup> *Id.*

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24           <sup>6</sup> <https://www.sony.com/en/SonyInfo/News/Press/201409/14-087/> (September 16,  
25 2014)

26           <sup>7</sup> [https://www.facebook.com/SonyAlphaUniverse/posts/every-sony-camera-comes-  
27 with-a-free-version-of-capture-one-express-for-sony-foll/1593915177349026/](https://www.facebook.com/SonyAlphaUniverse/posts/every-sony-camera-comes-with-a-free-version-of-capture-one-express-for-sony-foll/1593915177349026/)  
(July 6, 2017)

28           <sup>8</sup> <https://alphauniverse.com/stories/capture-one-11-is-here-/> (November 30, 2017)

1 d. Capture One ‘Express’ (for Sony) is free for Sony camera owners  
 2 and you can use it for as long as you like.”<sup>9</sup>

3 32. The Capture One Express Software License, as of February 1, 2022,  
 4 also described licenses for Capture One Express (for Sony) as “Single user perpetual  
 5 licenses.” Upon information and belief, this language was likely included in prior  
 6 versions of the license as well.

7 33. As regards the “Single user perpetual licenses for Capture One Express  
 8 (for Sony),” the Capture One Express Software Agreement stated, “If the license  
 9 acquired is for Capture One Express (for Sony) and provided that you are the  
 10 legitimate owner of eligible Sony hardware as designated by Capture One in its sole  
 11 discretion you may install and use an unlimited number of Capture One Express (for  
 12 Sony) for your own internal use.” The Agreement provides for termination only of  
 13 access to “Software (incl. any add-ons) [that] are licensed on a non-perpetual basis.”  
 14 It further provides that Capture One may amend the Agreement, but that “[s]uch  
 15 amendments shall not have any effect on already purchased perpetual licenses.”

16 34. The inclusion of the perpetual or lifetime license to Capture One  
 17 Express for Sony software was a material feature of Sony cameras, as it mitigated  
 18 switching costs and provided a necessary tool to utilize the full capabilities of their  
 19 Sony cameras, particularly the processing of RAW files.

20 35. Sony cameras are now second in worldwide market share in the digital  
 21 camera category<sup>10</sup> and lead the global and U.S. market for mirrorless digital  
 22 cameras.<sup>11</sup>

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 24 <sup>9</sup> [https://alphauniverse.com/stories/get-started-with-capture-one-pro-and-express-](https://alphauniverse.com/stories/get-started-with-capture-one-pro-and-express-for-sony/)  
 25 [for-sony/](https://alphauniverse.com/stories/get-started-with-capture-one-pro-and-express-for-sony/) (June 22, 2018)

26 <sup>10</sup>[https://www.statista.com/statistics/1004962/global-leading-manufacturers-digital-](https://www.statista.com/statistics/1004962/global-leading-manufacturers-digital-cameras-market-share-sales-volume/)  
 27 [cameras-market-share-sales-volume/](https://www.statista.com/statistics/1004962/global-leading-manufacturers-digital-cameras-market-share-sales-volume/)

28 <sup>11</sup> <https://www.news.market.us/mirrorless-camera-market-news/>



1           36. Upon information and belief, the bundling of Capture One Express for  
2 Sony and related representations were successful in helping Sony Electronics gain a  
3 dominant position in the U.S. camera market, and helping Capture One develop its  
4 user base.

5           37. In or around December 2023, Capture One announced in an email to  
6 users that Capture One Express for Sony would no longer be free or available.

7           38. Capture One Express for Sony was officially terminated on January 30,  
8 2024, and ceased to function beginning February 12, 2024.

9           39. Capture One stated that Capture One Express users would no longer  
10 have access to the Capture One system software they previously used unless they  
11 paid for a different version of Capture One.<sup>12</sup>

12           40. Upon termination, users who had previously acquired the Capture One  
13 Express for Sony software with their camera purchase found their existing licenses  
14 disabled and the software unable to function.<sup>13</sup>

15           41. Users who had relied on Capture One Express for Sony to organize,  
16 edit, and manage their photographic images were no longer able to open, view, or  
17 modify their images or catalogs within the software after the cutoff date.

18           42. All non-destructive edits, adjustments, and image manipulations  
19 performed within Capture One Express for Sony became inaccessible, as these edits  
20 are stored in proprietary catalog or sidecar files readable only by Capture One  
21 software.

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25 <sup>12</sup> <https://support.captureone.com/hc/en-us/articles/15416245558301-Capture-One-Express-Deprecation-FAQ>

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27 <sup>13</sup> <https://support.captureone.com/hc/en-us/community/posts/15419149985309-Capture-One-Express-is-coming-to-an-end>  
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43. Users' organizational work, including catalogs, albums, ratings, and color tags created within Capture One Express for Sony, was rendered inaccessible due to the software's discontinuation.

44. Although users retained access to their original image files (such as RAW files) stored on their hard drives, they lost the ability to access or export any edited or organized versions of those images unless they had previously exported them to standard formats (e.g., JPEG, TIFF) before termination.<sup>14</sup>

45. The termination of Capture One Express for Sony was not accompanied by any means for users to migrate or recover their edits, organizational structures, or catalog data without upgrading to a paid version of Capture One.

46. Users who obtained Capture One Express for Sony as a bundled product with their camera purchases were not provided with a replacement or continued access, despite the software being marketed as an included benefit with eligible hardware.

47. The termination of the software and disabling of license keys applied irrespective of user compliance with the license agreement and without any reported breach or misconduct by the users.

48. This termination prevented Plaintiff and Class members from using the software they obtained as part of their camera purchase.

49. Defendants' actions in terminating access to the software Plaintiffs and Class Members believed they had purchased or received a perpetual license to use, constitutes an improper revocation of the perpetual license, which was a benefit that was bundled with and induced the purchase of Sony cameras.

50. Defendants' actions effectively rendered Sony cameras that had been bundled with Capture One Express less valuable by removing the promised software

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<sup>14</sup> <https://support.captureone.com/hc/en-us/articles/11019291187997-How-to-access-your-Catalog-images-outside-of-Capture-One>

1 necessary to fully utilize features like RAW file processing and superior color  
2 processing without incurring additional costs.

3 51. To continue processing and organizing their images as they had done  
4 as part of the Capture One ecosystem, Plaintiff and Class Members must purchase a  
5 Capture One Pro license.

6 52. Until mid-2025, a Capture One Pro license subscription cost \$24/month  
7 or \$189/year, and a perpetual license was a one-time cost of \$299. As of August 29,  
8 2025, these costs increased to \$26/month or \$204/year for the subscription, or \$329  
9 for the perpetual license.<sup>15</sup> A perpetual license has a one-time payment with lifetime  
10 access to one version of the software. As of February 14, 2023, a perpetual license  
11 does not include ongoing new feature updates.<sup>16</sup> The subscription version entails  
12 ongoing payment but continuous access to the latest features and updates<sup>17</sup>

13 53. Because of their reliance on Defendants' assurances, related contractual  
14 obligations, and the fact of the availability of Capture One Express as a product  
15 feature until it was terminated by Defendants, Plaintiff and Class Members have  
16 been forced to either abandon their preferred workflow and potentially their prior  
17 editing work, pay for a new license for Capture One Pro, or acquire alternative  
18 software to process their Sony camera's RAW files.

19 54. The requirement to pay for continued access to software previously  
20 represented as perpetually included imposes new unforeseen, unwarranted and  
21 unexpected financial burdens and switching costs on Plaintiff and Class Members.  
22 Plaintiff and Class Members are unable to avoid these switching costs, which have  
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24  
25 <sup>15</sup> <https://www.captureone.com/en/pricing/capture-one-pro>

26 <sup>16</sup> [https://support.captureone.com/hc/en-us/articles/7998068628637-New-License-](https://support.captureone.com/hc/en-us/articles/7998068628637-New-License-Model-Changes-to-the-way-licensing-updates-and-upgrades-work)  
27 [Model-Changes-to-the-way-licensing-updates-and-upgrades-work](https://support.captureone.com/hc/en-us/articles/7998068628637-New-License-Model-Changes-to-the-way-licensing-updates-and-upgrades-work)

28 <sup>17</sup> <https://www.captureone.com/en/pricing/capture-one-pro>

1 been imposed upon them by Defendants’ improper termination of Capture One  
2 Express.

3 55. Class members were upset by Defendants’ conduct. On a forum on  
4 Capture One’s website,<sup>18</sup> customers expressed sentiments including:

- 5 a. “I think they have just made lots of hobbyist photographers very  
6 unhappy especially those who cannot justify the cost of a yet another  
7 subscription software model.”
- 8 b. “I find it strange that I buy a camera with software and then the  
9 software company just stops my license. . . . [I]t [is] absolutely  
10 bullocks to disallow the use of software that I bought. Capture One  
11 stops my license for commercial reasons, why can't they be honest  
12 about that? Legal issues?”
- 13 c. “Why [does] C1’s 2023 model seem to be ‘screw consumers, cheers  
14 to greed & money?’”
- 15 d. “I think it is okay to discontinue a software, But it is pissing me off  
16 that you also kill the activation of software that I got with my Sony  
17 Alpha.”
- 18 e. “The worst part is them needlessly disabling the lisences [sic] that  
19 are already active. The only reason for them to do that is FORCE an  
20 upgrade out of users.”

21 56. Defendants’ conduct was intentional. Capture One’s private equity  
22 owner, Axcel, notes on its website that “Upon investing in Phase One in 2019, Axcel  
23 identified the opportunity to split the company into two standalone businesses: Phase  
24 One, specialising in high-quality image capture systems and Capture One, focusing  
25 on providing image editing software. Capture One continues to grow *by converting*

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27 <sup>18</sup> [https://support.captureone.com/hc/en-us/community/posts/15419149985309-](https://support.captureone.com/hc/en-us/community/posts/15419149985309-Capture-One-Express-is-coming-to-an-end)  
28 [Capture-One-Express-is-coming-to-an-end](https://support.captureone.com/hc/en-us/community/posts/15419149985309-Capture-One-Express-is-coming-to-an-end)

1 *existing customers to subscription* and acquiring new customers through a software  
2 application portfolio that continues to improve and expand.” (Emphasis added).<sup>19</sup>

3 57. Plaintiff bought his camera, a Sony Alpha 7R III (Model  
4 Number/Product code: ILCE7RM3B), online from Abt Electronics in February,  
5 2021, with instructions for it to be delivered to his California address in Moreno  
6 Valley. The camera he purchased included Capture One Express for Sony, which  
7 ultimately was the deciding factor causing Plaintiff to purchase a Sony camera.  
8 Plaintiff considered the inclusion of Capture One Express with the camera to be a  
9 selling point, because it would help him with post production and save him money  
10 that he would otherwise need to spend on post production software. After purchasing  
11 his camera, Plaintiff regularly used Capture One Express for Sony to edit  
12 photographs and manage his photo catalogue. Since his Capture One Express for  
13 Sony license was terminated, Plaintiff has purchased an Adobe Creative Cloud  
14 Subscription at a cost of \$19.99 per month, as well as Luminar AI (now continued  
15 as Luminar Neo from Skylum), to replace the functionality previously provided by  
16 Capture One Express.

17 58. Capture One terminated access to Capture One Express not just for  
18 Sony, but also for Nikon and Fuji cameras, certain models of which also came with  
19 “single use perpetual licenses” pursuant to the Capture One Software License  
20 Agreement. As with the termination of Capture One Express (for Sony), the  
21 termination of the perpetual licenses for Capture One Express (for Nikon) and  
22 Capture One Express Fujifilm were unauthorized and unjustified. As regards the  
23 “Single user perpetual licenses for Capture One Express (for Nikon),” the  
24 Agreement stated: “If the license acquired is for Capture One Express (for Nikon)  
25 and provided that you are the legitimate owner of eligible Nikon hardware as  
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28 <sup>19</sup> <https://axcel.com/company/capture-one/>

1 designated by Capture One in its sole discretion you may install and use an unlimited  
2 number of Capture One Express (for Nikon) for your own internal use.” As regards  
3 the “Single user perpetual licenses for Capture One Express Fujifilm,” the  
4 Agreement stated: “If the license acquired is for Capture One Express Fujifilm and  
5 provided that you are the legitimate owner of eligible Fujifilm hardware as  
6 designated by Capture One in its sole discretion you may install and use an unlimited  
7 number of Capture One Express Fujifilm for your own internal use.” The Agreement  
8 provides for termination only of access to “Software (incl. any add-ons) [that] are  
9 licensed on a non-perpetual basis.” It further provides that Capture One may amend  
10 the Agreement, but that “[s]uch amendments shall not have any effect on already  
11 purchased perpetual licenses.”

12 59. A substantial portion of the conduct giving rise to Plaintiffs’ claims,  
13 including the marketing and sale of the cameras bundled with the software and the  
14 defendants’ corporate presence, took place in and emanated from California.

15 **CLASS ACTION ALLEGATIONS**

16 60. This action is brought by Plaintiff, individually and on behalf of all  
17 others similarly situated, as a class action pursuant to Fed. R. Civ. P. 23(a), (b)(2),  
18 and (b)(3).

19 61. Plaintiff seeks to represent the following classes: (1) all persons in the  
20 United States who owned a Sony camera that was bundled with Capture One Express  
21 (for Sony) on February 12, 2024 (the “Sony Camera Class”); and (2) all persons in  
22 the United States who owned any camera that was bundled with Capture One  
23 Express on February 12, 2024 (the “Capture One Express Class”) (each a “Class”  
24 and collectively the “Classes”).<sup>20</sup> Plaintiff also seeks to represent the following  
25 subclasses: (1) all persons in California who owned a Sony camera that was bundled  
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27 <sup>20</sup>[https://support.captureone.com/hc/en-us/articles/360002718118-Camera-Models-](https://support.captureone.com/hc/en-us/articles/360002718118-Camera-Models-and-RAW-Files-Supported-by-Capture-One#Sony)  
28 [and-RAW-Files-Supported-by-Capture-One#Sony](https://support.captureone.com/hc/en-us/articles/360002718118-Camera-Models-and-RAW-Files-Supported-by-Capture-One#Sony)

1 with Capture One Express (for Sony) on February 12, 2024 (the “California Sony  
2 Camera Subclass”); (2) all persons in Texas who owned a Sony camera that was  
3 bundled with Capture One Express (for Sony) on February 12, 2024 (the “Texas  
4 Sony Camera Subclass”) (collectively the “Sony Camera Subclasses”); (3) all  
5 persons in California who owned any camera that was bundled with Capture One  
6 Express on February 12, 2024 (the “California Capture One Express Subclass”); and  
7 (4) all persons in Texas who owned any camera that was bundled with Capture One  
8 Express on February 12, 2024 (the “Texas Capture One Express Subclass”) (collectively the “Capture One Express Subclasses”) (collectively the “Subclasses”).  
9 Unless otherwise specified, all references to the Class(es) herein also encompass the  
10 Subclasses.  
11

12 62. Upon completion of discovery with respect to the scope of the Classes,  
13 Plaintiff reserves the right to amend the Class definition(s).

14 63. Excluded from each Class are Defendants and any person, firm, trust,  
15 corporation, or other entity related to or affiliated with any of Defendants’ partners,  
16 subsidiaries, affiliates or joint ventures.

17 64. The members of each Class are so numerous and dispersed that it would  
18 be impracticable to join them individually. The precise number of Class members  
19 and their identities are unknown to Plaintiff at this time but can be determined  
20 through discovery.

21 65. Common questions of law and fact exist as to all members of each Class  
22 and predominate over any questions affecting solely individual members of the  
23 Class. Among the questions of law and fact common one or more of the Classes are:

24 i. Whether Defendants offered and then terminated access to the  
25 Capture One Express postproduction software dishonestly, unfairly, and/or in  
26 bad faith;

27 ii. Whether Capture One breached its contract with users or the  
28 implied covenant of good faith and fair dealing therein;



1           iii. Whether Sony Electronics breached a warranty that its cameras  
2 included a perpetual license to use Capture One Express for Sony;

3           iv. Whether Defendants' conduct violates the California Unfair  
4 Competition Law;

5           v. Whether Defendants' conduct violates the California Consumer  
6 Legal Remedies Act;

7           vi. Whether Defendants' conduct violates the Texas Deceptive  
8 Trade Practices Act;

9           vii. Whether Defendants' conduct violates principles of quasi-  
10 contract and/or promissory estoppel;

11           viii. Whether Defendants' wrongful conduct caused Plaintiff and the  
12 Class members damages;

13           ix. The measure and amount of damages suffered by Plaintiff and  
14 Class members;

15           x. Whether Defendants' conduct caused Defendants, or either of  
16 them, to be unjustly enriched;

17           xi. The amount of restitution to which Plaintiff and Class members  
18 are entitled;

19           xii. Whether Plaintiff and the Class members are entitled to punitive  
20 damages;

21           xiii. Whether Plaintiff and the Class members are entitled to equitable  
22 relief, injunctive relief, and/or specific performance;

23           xiv. Whether Plaintiff and Class members are entitled to a reasonable  
24 award of attorney fees, interest, and costs of suit.

25       66. Plaintiff's claims are typical of the claims of the members of each Class  
26 he seeks to represent because they were all owners and users of cameras bundled  
27 with Capture One Express.  
28



1        67. Plaintiff will fairly and adequately protect the interests of members of  
2 each Class and has retained counsel competent and experienced in class actions and  
3 consumer litigation. Plaintiff has no interests antagonistic to or in conflict with those  
4 of any Class.

5        68. A class action is superior to other available methods for the fair and  
6 efficient adjudication of the controversy since joinder of all members of each Class  
7 is impracticable. Furthermore, because the damages suffered by individual Class  
8 members may be relatively small, the expense and burden of individual litigation  
9 make it impossible for the Class members individually to redress the wrongs done  
10 to them. There will be no difficulty in the management of this action as a class action.

11        69. Defendants have acted on grounds that apply generally to each Class,  
12 such that final injunctive relief or corresponding declaratory relief is appropriate  
13 respecting each Class as a whole.

14        70. Class certification is also appropriate because there is a readily  
15 identifiable class on whose behalf this action can be prosecuted. Class members are  
16 readily ascertainable. A notice of pendency or resolution of this class action can be  
17 provided to Class members by direct mail, email, publication notice, or other similar  
18 means.

19                                    **CAUSES OF ACTION**

20                                    **COUNT I**

21                                    Violations of the California Unfair Competition Law

22                                    Cal. Bus. & Prof. Code §§ 17200, et seq.

23                                    *On Behalf of the Sony Camera Class and/or the California Sony Camera Subclass*  
24                                    *against Sony Electronics*

25                                    *On Behalf of the Capture One Express Class and/or the California Capture One*  
26                                    *Express Subclass against Capture One*

27        71. Plaintiff hereby incorporates by reference all factual allegations made  
28 in the previous paragraphs.

1           72. Plaintiff brings this claim individually and on behalf of the members of  
2 the Sony Camera Class and/or the California Sony Camera Subclass against Sony  
3 Electronics, and on behalf of the members of the Capture One Express Class and/or  
4 the California Capture One Express Subclass against Capture One.

5           73. Plaintiff asserts this cause of action against Defendants for unlawful,  
6 unfair and fraudulent business practices; and unfair, deceptive, untrue and  
7 misleading advertising, as defined by California’s Unfair Competition Law, Cal.  
8 Bus. & Prof. Code §§ 17200, et seq. (the “UCL”).

9           74. Defendants’ conduct violates the UCL, as the acts and practices of  
10 Defendants constitute a common and continuing course of conduct by means of  
11 “unlawful,” “unfair,” and “fraudulent” business acts or practices within the meaning  
12 of the UCL.

13           75. Defendants’ conduct is fraudulent, and thus amounts to unfair  
14 competition as set forth in the UCL, in that Defendants offered a perpetual license  
15 for postproduction software only to unilaterally revoke it, and misrepresented the  
16 features and value of cameras bundled therewith. Such misrepresentations and  
17 omissions are likely to deceive, and in fact have deceived, thousands of consumers.

18           76. Defendants’ conduct is unlawful and thus amounts to unfair  
19 competition as set forth in the UCL, in that it violates, among other things, California  
20 Civil Code §§ 1572, 1709 and 1710, as well as California Business & Professions  
21 Code § 17500. As described above, Defendants willfully deceived Plaintiff and  
22 Class members by misrepresenting the goods and services they provided and  
23 misrepresenting the price to use their good and services with the intent to induce  
24 them to alter their positions to their injury. Defendants’ representations were untrue  
25 and misleading, and Defendant knew, or by exercising reasonable care should have  
26 known, such representations were untrue and misleading. Defendant knowingly  
27 received and retained wrongful benefits and funds from Plaintiff and members of the  
28

1 Class. Therefore, the Defendant acted with conscious disregard for the rights of  
2 Plaintiff and members of the Class.

3 77. Defendants' conduct is unfair, and thus amounts to unfair competition  
4 as set forth in the UCL, because its utility to Defendant, if any, is greatly outweighed  
5 by the harm it causes to Plaintiff and members of the Class; because it violates  
6 established public policy as alleged herein; and because it is immoral, unethical,  
7 oppressive, unscrupulous and substantially injurious to Plaintiff and Class members  
8 who end up with a camera and postproduction system that require additional,  
9 undisclosed, ongoing fees to achieve expected functionality.

10 78. As a direct and proximate cause of Defendants' violations of the UCL,  
11 Plaintiff and members of the Class suffered an injury in fact and have suffered  
12 monetary harm. Defendants, on the other hand, have been unjustly enriched. The  
13 Court should impose a constructive trust and should require Defendants to make  
14 restitution to Plaintiffs and the California Subclass and/or disgorge its ill-gotten  
15 profits pursuant to Business & Professions Code § 17203.

16 79. Defendants' unlawful, unfair, and fraudulent business practices, as  
17 described herein, present a continuing threat to Plaintiff and the Class in that the  
18 value of the cameras purchased by Plaintiff and members of the class has been  
19 diminished by Defendants' actions. Plaintiff further seeks an order enjoining  
20 Defendants from engaging in any unlawful or inequitable acts and practices as  
21 alleged herein.

22 80. Plaintiff and the Class seek equitable relief because they have no other  
23 adequate remedy at law.

**COUNT II**

Violations of the California Consumer Legal Remedies Act

Cal. Civ. Code §§ 1750, et seq.

*On Behalf of the Sony Camera Class and/or the California Sony Camera Subclass  
against Sony Electronics*

*On Behalf of the Capture One Express Class and/or the California Capture One  
Express Subclass against Capture One*

81. Plaintiff hereby incorporates by reference all factual allegations made in the previous paragraphs.

82. Plaintiff brings this claim individually and on behalf of the members of the Sony Camera Class and/or the California Sony Camera Subclass against Sony Electronics, and on behalf of the members of the Capture One Express Class and/or the California Capture One Express Subclass against Capture One.

83. The conduct of Defendants alleged above constitutes an unfair method of competition and unfair or deceptive act or practice in violation of the Consumers Legal Remedies Act, Cal. Civ. Code § 1750, et seq. (“CLRA”).

84. Defendants are each persons as defined by Cal. Civ. Code § 1761(c).

85. Plaintiff and Class members are consumers as defined by Cal. Civ. Code § 1761(d).

86. Sony Electronics’ cameras, described above, constitute a good as defined by Cal. Civ. Code § 1761(a).

87. Defendant(s)’ post-production software services, described above, constitute a service as defined by Cal. Civ. Code § 1761(b).

88. Plaintiff’s purchase was a transaction under Cal. Civ. Code § 1761(e).

89. The CLRA prohibits “unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or that results in the sale . . . of goods or services to any consumer,” which, among other instances enumerated in the CLRA, include: “Representing that goods or services have sponsorship,

1 approval, characteristics, ingredients, uses, benefits, or quantities that they do not  
2 have ....” (§ 1770(a)(5)); “Advertising goods or services with intent not to sell them  
3 as advertised” (§ 1770(a)(9)); or “Representing that a transaction confers or involves  
4 rights, remedies, or obligations which it does not have or involve, or which are  
5 prohibited by law” (§ 1770(a)(14)); or “Representing that the subject of a transaction  
6 has been supplied in accordance with a previous representation when it has not”  
7 (§ 1770(a)(16)).

8 90. Defendants violated Cal. Civ. Code § 1770(a)(5) by misrepresenting  
9 that affected cameras were bundled with a lifetime license of post-production  
10 software when in fact they were not.

11 91. Defendants violated Cal. Civ. Code § 1770(a)(9) by falsely advertising  
12 that affected cameras would have an unlimited or lifetime license of post-production  
13 software.

14 92. Defendant violated Cal. Civ. Code § 1770(a)(14) by representing that  
15 its transactions with consumers involve rights to lifetime, included, post-production  
16 software, which, in fact, they do not have or involve.

17 93. Defendant violated Cal. Civ. Code § 1770(a)(16) by representing that  
18 that affected cameras had been supplied in accordance with a previous representation  
19 about bundled postproduction software, when they had not.

20 94. The representations and omissions set forth above are of material facts  
21 that a reasonable person would have considered important in deciding whether to  
22 purchase Defendants’ goods and services. Plaintiff and Class members justifiably  
23 acted or relied upon Defendant’s misrepresentations and omissions to their  
24 detriment.

25 95. Plaintiff and the other members of the Class have been, and continue to  
26 be, injured as a direct and proximate result of Defendant’s violations of the CLRA.

27 96. Plaintiff is entitled to pursue a claim against Defendant on behalf of the  
28 Class to enjoin Defendant from continuing its unfair or deceptive acts or practices

1 under Cal. Civ. Code § 1780(a) and § 1781, as well as to pursue costs and attorneys’  
2 fees under § 1780(e).

3 97. Pursuant to Cal. Civ. Code § 1782, Plaintiff is serving on Defendants a  
4 CLRA notice letter. If Defendants fail to rectify these issues within the time period  
5 specified therein, Plaintiff will amend this Complaint, as permitted thereby, to assert  
6 claims for additional relief, including damages and punitive damages pursuant to  
7 Cal. Civ. Code § 3294.

8 **COUNT III**

9 Breach of Warranty

10 *On Behalf of the Sony Camera Class and/or the Sony Camera Subclasses against*  
11 *Sony Electronics*

12 *On Behalf of the Capture One Express Class and/or the Capture One Express*  
13 *Subclasses against Capture One*

14 98. Plaintiff hereby incorporates by reference all factual allegations made  
15 in the previous paragraphs.

16 99. Plaintiff brings this claim individually and on behalf of the members of  
17 the Sony Camera Class and/or the Sony Camera Subclasses against Sony  
18 Electronics, and on behalf of the members of the Capture One Express Class and/or  
19 the Capture One Express Subclasses against Capture One.

20 100. Defendants expressly warranted that certain cameras included a  
21 perpetual license for Capture One Express, which warranty was part of the basis of  
22 the bargain between Class members and Defendants.

23 101. As of February 12, 2024, Defendants terminated the promised perpetual  
24 license for Capture One Express.

25 102. Plaintiffs and the other members of the Classes were injured and  
26 suffered damages as a direct and proximate result of Defendant’s breach of express  
27 warranty.  
28

**COUNT IV**

**Promissory Estoppel**

*On Behalf of the Sony Camera Class and/or the Sony Camera Subclasses against Sony Electronics*

*On Behalf of the Capture One Express Class and/or the Capture One Express Subclasses against Capture One*

103. Plaintiff hereby incorporates by reference all factual allegations made in the previous paragraphs.

104. Plaintiff brings this claim individually and on behalf of the members of the Sony Camera Class and/or the Sony Camera Subclasses against Sony Electronics, and on behalf of the members of the Capture One Express Class and/or the Capture One Express Subclasses against Capture One.

105. Defendants promised that certain cameras included a perpetual license for Capture One Express, which promises were designed to induce customers to purchase certain cameras and/or continue to use those cameras and/or Capture One software.

106. As of February 12, 2024, Defendants reneged on their promise and terminated the perpetual license for Capture One Express.

107. In reliance on Defendants' conduct as alleged herein, Class members purchased and/or used cameras and the Capture One software bundled therewith and refrained from purchasing and/or using other cameras and software.

108. Plaintiff and Class members were injured by their reliance on Defendants' promise.

**COUNT V**

**Breach of Implied Contract or Quasi-Contract**

*On Behalf of the Sony Camera Class and/or the Sony Camera Subclasses against Sony Electronics*

*On Behalf of the Capture One Express Class and/or the Capture One Express Subclasses against Capture One*

109. Plaintiff hereby incorporates by reference all factual allegations made in the previous paragraphs.

110. Plaintiff brings this claim individually and on behalf of the members of the Sony Camera Class and/or the Sony Camera Subclasses against Sony Electronics, and on behalf of the members of the Capture One Express Class and/or the Capture One Express Subclasses against Capture One.

111. In the absence of an enforceable express contract, a contract is implied by law between the Defendants and the Plaintiff and Class members, entitling Plaintiff and Class members an accurate representation of Defendant's goods and bundled services.

112. Defendant breached the terms of the implied contract by selling goods and bundled services (including a perpetual license to postproduction software) to Plaintiff and Class members and then later unilaterally revoking that perpetual license.

113. As a result of Defendants' wrongful conduct as alleged herein, Defendant has been unjustly enriched at the expense of, and to the detriment of, Plaintiff and members of the Class.

114. Under the common law doctrine of unjust enrichment, it is inequitable for Defendants to be permitted to retain the benefits they received, without justification, from the revocation of the promised license and the related additional charges collected for the bundle from members of the Class in an unfair,



1 unconscionable, and oppressive manner. Defendant's retention of such funds, under  
2 circumstances making it inequitable to do so, constitutes unjust enrichment.

3 115. Defendant knowingly received and retained wrongful benefits and  
4 funds from Plaintiffs and members of the Class. Therefore, the Defendant acted with  
5 conscious disregard for the rights of Plaintiffs and members of the Class.

6 116. Defendant's unjust enrichment is traceable to, and resulted directly and  
7 proximately from, the conduct alleged herein.

8 117. The financial benefits derived by Defendants rightfully belong to  
9 Plaintiffs and members of the Class. Defendants should be compelled to provide  
10 restitution, and to disgorge into a common fund or constructive trust, for the benefit  
11 of Plaintiff and the Class, all proceeds received from Plaintiff and the Class because  
12 of any unlawful or inequitable act described herein that unjustly enriched  
13 Defendants.

14 118. A constructive trust should be imposed upon all wrongful or inequitable  
15 proceeds received by Defendants traceable to Plaintiff and members of the Class.

16 119. Plaintiff further seeks an order enjoining Defendant from engaging in  
17 any unlawful or inequitable acts and practices as alleged herein, if any.

18 120. Plaintiff and members of the Class have no adequate remedy at law.

19 **COUNT VI**

20 **Breach of Contract**

21 *On Behalf of the Capture One Class and/or the Capture One Express Subclasses*  
22 *against Capture One*

23 121. Plaintiff hereby incorporates by reference all factual allegations made  
24 in the previous paragraphs.

25 122. Plaintiff brings this claim individually and on behalf of the members of  
26 the Capture One Express Class and/or the Capture One Express Subclasses against  
27 Capture One.  
28

1       123. As alleged above, the Capture One Software License Agreement stated  
2 that the various versions of Capture One Express were “Single user perpetual  
3 licenses,” pursuant to which, “provided that you are the legitimate owner of eligible  
4 . . . hardware as designated by Capture One in its sole discretion you may install and  
5 use an unlimited number of Capture One Express . . . for your own internal use.”

6       124. Plaintiff and class members were legitimate owners of eligible  
7 hardware, having purchased cameras that were bundled with Capture One Express,  
8 and otherwise performed all of their obligations under the agreement.

9       125. Capture One breached its contract with Class Members by its  
10 unauthorized and unjustified termination of the single user perpetual licenses for  
11 Capture One Express.

12       126. Plaintiffs and the other members of the Class were injured and suffered  
13 damages as a direct and proximate result of Defendant’s breach of contract.

14                                   **COUNT VII**

15                   Breach of the Implied Covenant of Good Faith and Fair Dealing

16       *On Behalf of the Capture One Class and/or the Capture One Express Subclasses*  
17                                   *against Capture One*

18       127. Plaintiff hereby incorporates by reference all factual allegations made  
19 in the previous paragraphs.

20       128. Plaintiff brings this claim individually and on behalf of the members of  
21 the Capture One Express Class and/or the Capture One Express Subclasses against  
22 Capture One.

23       129. A covenant of good faith and fair dealing is implied by law in every  
24 contract. The covenant obligates the parties to a contract not to do anything which  
25 injures the right of the other to receive the benefits of the agreement.

26       130. Where a contract confers on one party a discretionary power affecting  
27 the rights of the other, a duty is imposed to exercise that discretion in good faith and  
28 in accordance with fair dealing. The exercise of discretionary powers is evaluated

1 under the implied covenant to assure that the promises of the contract are effective  
2 and in accordance with the parties' legitimate expectations.

3 131. As alleged above, the Capture One Software License Agreement stated  
4 that the various versions of Capture One Express were "Single user perpetual  
5 licenses," pursuant to which, "provided that you are the legitimate owner of eligible  
6 . . . hardware as designated by Capture One in its sole discretion you may install and  
7 use an unlimited number of Capture One Express . . . for your own internal use."

8 132. Defendant breached the implied covenant of good faith and fair dealing  
9 by exercising its discretion to terminate access to Capture One Express for Sony. In  
10 so doing, Defendant deprived Plaintiff and the Class of the perpetual license it had  
11 promised them, contrary to their legitimate expectations.

12 133. Plaintiff and his fellow Class members have performed all, or  
13 substantially all, of the obligations imposed on them under their contract with  
14 Defendant.

15 134. As described above, Defendant is required to fulfill its obligations  
16 under the terms of the Agreement but has failed to do so.

17 135. Defendant has unfairly interfered with the right of Plaintiff and  
18 members of the Class to receive the benefits of their contracts with Defendant.

19 136. Plaintiff and members of the Class have suffered substantial damages  
20 as a result of Defendant's breaches of the implied covenant of good faith and fair  
21 dealing.

## 22 **COUNT VIII**

23 Violations of the Texas Deceptive Trade Practices Act,

24 Tex. Bus. & Com. Code §§ 17.41 et seq.

25 *On Behalf of the Texas Sony Camera Subclass against Sony Electronics*

26 *On Behalf of the Texas Capture One Express Subclass against Capture One*

27 137. Plaintiff hereby incorporates by reference all factual allegations made  
28 in the previous paragraphs.

1       138.       The Texas Deceptive Trade Practices Act (“Texas DTPA”), Tex. Bus.  
2 & Com. Code §§ 17.41 *et seq.*, prohibits false, misleading, or deceptive acts or  
3 practices in the conduct of any trade or commerce and any unconscionable action or  
4 course of action.

5       139.       The Texas DTPA “shall be liberally construed and applied to promote  
6 its underlying purposes, which are to protect consumers against false, misleading,  
7 and deceptive business practices, unconscionable actions, and breaches of warranty  
8 and to provide efficient and economical procedures to secure such protection.” Tex.  
9 Bus. & Com. Code § 17.44(a).

10       140.       Plaintiff is a “consumer” under Tex. Bus. & Com. Code § 17.45(4), and  
11 Defendants’ actions constitute “trade” and “commerce” under Tex. Bus. & Com.  
12 Code § 17.45(6).

13       141.       Defendants engaged in methods, acts, and practices constitute false,  
14 misleading, or deceptive acts or practices in the conduct of any trade or commerce  
15 in violation of the Texas DTPA, including, but not limited to, the following:

- 16               a. “representing that goods or services have sponsorship, approval,  
17               characteristics, ingredients, uses, benefits, or quantities which they  
18               do not have or that a person has a sponsorship, approval, status,  
19               affiliation, or connection which the person does not” (Tex. Bus. &  
20               Com. Code § 17.46(b)(5));
- 21               b. “advertising goods or services with intent not to sell them as  
22               advertised” (*id.* § 17.46(b)(9));
- 23               c. “representing that an agreement confers or involves rights,  
24               remedies, or obligations which it does not have or involve, or which  
25               are prohibited by law” (*id.* § 17.46(b)(12)); and
- 26               d. “failing to disclose information concerning goods or services which  
27               was known at the time of the transaction if such failure to disclose  
28               such information was intended to induce the consumer into a

1 transaction into which the consumer would not have entered had the  
2 information been disclosed” (*id.* § 17.46(b)(24)).

3 142. Defendants’ conduct also violates the Texas DTPA’s prohibition on  
4 “any unconscionable action or course of action by any person” that causes damages  
5 to a consumer (Tex. Bus. & Com. Code § 17.50(a)(3)).

6 143. Plaintiff, on behalf of himself and the Texas Subclasses, is entitled to  
7 seek economic damages, three times economic damages, costs, attorneys’ fees,  
8 injunctive relief, and any other relief which the Court deems proper.

9 144. Pursuant to Section 17.505 of the Texas DTPA, 60 days’ written notice  
10 is rendered impracticable by reason of the necessity of filing this petition in order to  
11 prevent the potential expiration of the statute of limitations. Nevertheless, pursuant  
12 to Section 17.505 of the Texas DTPA, Plaintiff is providing written notice to  
13 Defendants of the allegations in this Complaint and the amount of his damages and  
14 expenses incurred. Defendants are hereby placed on notice for the reasons set forth  
15 in the DTPA Notice and this Complaint that Plaintiff demands restitution and/or  
16 damages, on behalf of himself and persons similarly situated, pursuant to the Texas  
17 DTPA.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff, on his own behalf and on behalf of each Class,  
20 requests that the Court award the following relief:

21 145. Certify this action as a class action, appoint Plaintiff as the Class  
22 representative, and designate the undersigned as Class counsel;

23 146. Declare Defendants’ conduct unlawful;

24 147. Enjoin Defendants from the unlawful conduct alleged herein, including  
25 by ordering Defendants to immediately provide or restore access to postproduction  
26 software equal to the bundled software that was unilaterally terminated;

27 148. Award Plaintiff and the Class damages under common law and/or by  
28 statute, including treble and/or punitive damages;

1       149.       Award Plaintiff and the Class restitution and/or disgorgement;

2       150.       Award Plaintiff attorneys' fees, costs, and pre-judgment and post-  
3 judgment interest; and

4       151.       Grant such other and further relief as this Court may deem just and  
5 proper.

6                               **DEMAND FOR JURY TRIAL**

7       Plaintiffs hereby demands a jury trial as to all issues so triable in the present  
8 action.

9 DATED: September 4, 2025

10                               Respectfully submitted,

11                               By: /s/ Philip M. Black

12                               Philip M. Black

13                               WOLF POPPER LLP

14                               Philip M. Black (SBN 308619)

15                               pblack@wolfpopper.com

16                               Carl L. Stine (*pro hac vice* forthcoming)

17                               cstine@wolfpopper.com

18                               845 Third Avenue

19                               New York, NY 10022

20                               Telephone: 212.759.4600

21                               *Counsel for Plaintiff and the Proposed Class*

22                               Eric T. Finkel

23                               Admitted in Texas, Texas Bar No. 24002087

24                               (Pro Hac Vice Application Forthcoming)

25                               eric@custom-consulting.com

26                               1590 1<sup>st</sup> Ave W

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28                               Canada

                              Telephone: 213.465.3543

*Counsel for Plaintiff and the Proposed Class*

CIVIL COVER SHEET  
of 2

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**

JOSE RODRIGUEZ, 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)

Wolf Popper LLP, 845 Third Ave., New York, NY 10022,  
212-451-4600

**DEFENDANTS**

SONY ELECTRONICS INC. and CAPTURE ONE A/S

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

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

Attorneys (If Known)

**'25CV2305 WQHSBC**

**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 checked="" 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 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 checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <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 <b>PERSONAL INJURY</b> <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 <b>PERSONAL PROPERTY</b> <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 <b>LABOR</b> <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 <b>IMMIGRATION</b> <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 <b>INTELLECTUAL PROPERTY RIGHTS</b> <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 <b>SOCIAL SECURITY</b> <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)) <b>FEDERAL TAX SUITS</b> <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 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
<b>REAL PROPERTY</b> <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	<b>CIVIL RIGHTS</b> <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 <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <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 <b>Other:</b> <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)

Brief description of cause:

Violations of consumer protection statutes, unjust enrichment, breach of contract, and related causes of action.

**VII. REQUESTED IN COMPLAINT:**

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$  
5,000,000

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

September 4, 2025

SIGNATURE OF ATTORNEY OF RECORD

/s/ Philip M. Black

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.