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UNITED STATES DISTRICT COURT FOR THE

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

CAROLINA SAUCEDO, an individual, on behalf of herself, the general public, and those similarly situated,

Plaintiff,

v.

BEATS ELECTRONICS, LLC; and APPLE, INC.,

Defendants.

Case No. 3:26-cv-01363-RFL

FIRST AMENDED CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Carolina Saucedo ("Plaintiff") brings this action on behalf of herself and all others similarly situated against Defendants Beats Electronics, LLC and Apple, Inc. (collectively, "Defendants"). Plaintiff's allegations against Defendants are based upon information and belief and upon investigation of her counsel, except for allegations specifically pertaining to Plaintiff, which are based upon her personal knowledge.

INTRODUCTION

1. This case concerns Defendants' false and deceptive marketing and sale of their Solo 4 Headphones, Studio Pro Headphones, and Powerbeats Fit Earbuds (collectively, the

"Headphones"). Although Defendants market the Headphones as being capable of "seamless" compatibility with Android devices, and that consumers with Android devices can utilize the special features advertised for the Headphones, including higher quality "Personalized Spatial Audio," these representations are false. To the contrary, multiple advertised features, including the "Personalized Spatial Audio" feature, are impossible to use with any Android device, depriving consumers with Android devices of key features that were promised by Defendants.

2. Audio quality is a critical factor that consumers consider in determining which headphones to purchase. Headphones with spatial audio are desirable because they provide a more enhanced sound experience. Specifically, spatial audio with head tracking makes "specific movies, shows, and music seem like they are coming from different directions within a soundscape. This gives the audio a sense of direction, allowing the surround sound functionality to react to your head movements to create an immersive experience."[1]

3. Defendants understand the importance of audio quality to consumers, and deliberately market the Headphones in a way that deceives consumers into falsely believing that they will obtain a much higher audio quality than the Headphones can actually provide for many consumers.

4. Defendants made their false claims throughout the Class Period in all of their product marketing, including the product listings on Amazon.com, as well as on the specifications and marketing materials provided to other online merchants and brick and mortar stores.

5. Defendants never disclosed to consumers that the Headphones are incapable of providing Personalized Spatial Audio with Head Tracking to Android device users.

PARTIES

6. Plaintiff Carolina Saucedo is, and at all times alleged in this Class Action Complaint was, an individual and a resident of Pittsburg, California. Plaintiff Saucedo makes her permanent home in California and intends to remain in California.

[1] https://www.dolby.com/experience/home-entertainment/articles/what-is-spatial-audio/#howdoesitwork.

7. Defendant Beats Electronics, LLC is a limited liability company existing under the laws of the State of California, having its principal place of business in Culver City, California.

8. Defendant Apple, Inc. is a corporation existing under the laws of the State of California, having its principal place of business in Cupertino, California.

9. In 2014, Defendant Apple, Inc. acquired Defendant Beats Electronics, LLC. Since that time, Apple, Inc. and Beats Electronics, LLC have worked together closely to develop and market the Headphones.

10. At all times herein mentioned, each of the Defendants was the agent, servant, representative, officer, director, partner or employee of the other Defendants and, in doing the things herein alleged, was acting within the scope and course of his/her/its authority as such agent, servant, representative, officer, director, partner or employee, and with the permission and consent of each Defendant.

11. At all times herein mentioned, each of the Defendants was a member of, and engaged in, a joint venture, partnership and common enterprise, and acted within the course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

12. At all times herein mentioned, the acts and omissions of each of the Defendants concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged.

13. At all times herein mentioned, each of the Defendants ratified each and every act or omission complained of herein.

14. At all times herein mentioned, each of the Defendants aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages, and other injuries, as herein alleged.

JURISDICTION AND VENUE

15. This Court has subject matter jurisdiction over this action pursuant to the Class Action Fairness Act, 28 U.S.C. Section 1332(d)(2)(A) because: (i) there are 100 or more class

members; (ii) there is an aggregate amount in controversy exceeding $5,000,000, exclusive of interest and costs; and (iii) Plaintiff and Defendants are citizens of different states.

16. This Court has supplemental jurisdiction over any state law claims pursuant to 28 U.S.C. Section 1367.

17. The injuries, damages and/or harm upon which this action is based occurred or arose out of activities engaged in by Defendants within, affecting, and emanating from, the State of California. Defendants regularly conduct and/or solicit business in, engage in other persistent courses of conduct in, and/or derive substantial revenue from products provided to persons in the State of California. Defendants have engaged, and continue to engage, in substantial and continuous business practices in the State of California.

18. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in the State of California, including within this District.

19. In accordance with California Civil Code Section 1780(d), Plaintiff concurrently files herewith a declaration establishing that, during the class period, she purchased one or more Headphones while located in California. (*See* Exhibit A).

20. Plaintiff accordingly alleges that jurisdiction and venue are proper in this Court.

SUBSTANTIVE ALLEGATIONS

A. Sound Quality and Compatibility are Both Critical to Purchasers of High-End Headphones.

21. In the high-end headphone industry, sound quality is a top consideration for consumers. In a sea of competition, headphones with "Spatial Audio"—also known as "surround sound"—stand out because of the caliber of the listening experience they profess to offer.

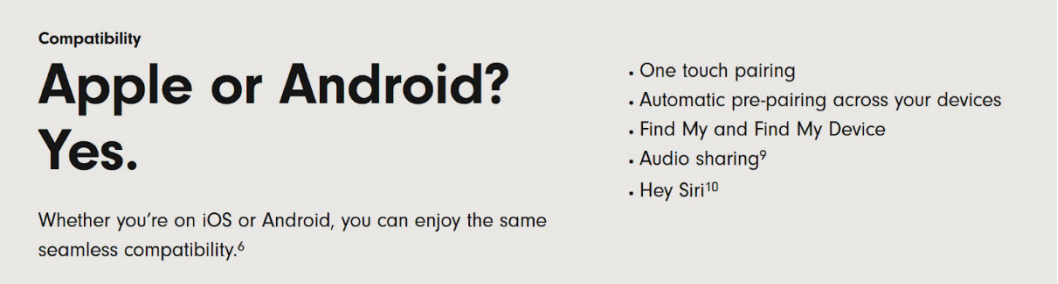
22. To use and enjoy high-quality headphones and their features, device compatibility is critical. Consumers understand that if a product is advertised as being

"compatible" with something else, that means the product is designed to work with another device or system without modification.[2]

B. Defendants Advertise the Headphones as Having "Seamless" Compatible with Android Devices.

1. The Solo 4 Headphones

23. Defendants prominently market the Solo 4 Headphones as having "seamless" compatibility with both Apple and Android devices. Specifically, Defendants claim on the product's page on their website as shown in the image below that "Whether you're on iOS or Android, you can enjoy the **same seamless compatibility**":[3]

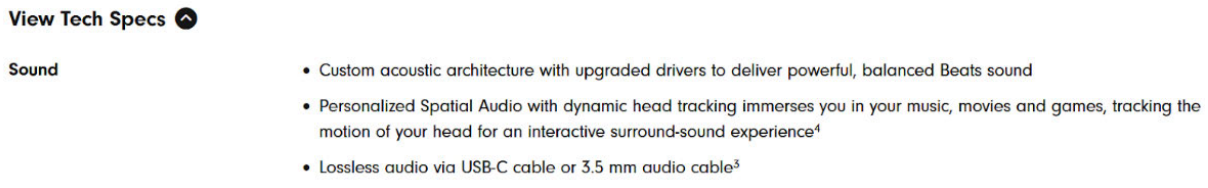


24. Defendants make similar false claims on the Solo 4 Headphones' physical packaging. Without any qualification, Defendants falsely represent to purchasers that the Product offers "Enhanced Apple & Android Compatibility" and "Works with Android." This means that an Android device user must purchase the Solo 4 Headphones, open the packaging, download Defendants' "Beats" application, and provide their personal information before having any chance of knowing that not all of the features of the headphones are available on Android devices. The Solo 4 Headphones' product packaging is shown in the following image:

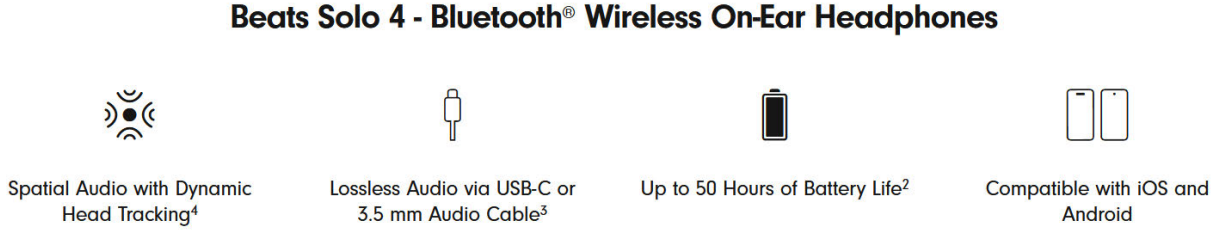
[2] *See, e.g.*, Merriam Webster definition for "compatible": https://www.merriam-webster.com/dictionary/compatible.
[3] https://www.beatsbydre.com/headphones/solo4-wireless (Emphasis added).



25. Online purchasers fare no better. Even when the user scrolls to the "Tech Specs" of the Solo 4 Headphones on Defendants' own webpage, as shown in the screenshot below, there is still no mention that "Personalized Spatial Audio with dynamic head tracking" requires an iPhone device:



26. As shown below, Defendants advertise on the Website that the Headphone's "Personalized Spatial Audio with Dynamic Head Tracking" is a primary feature of the product, simultaneously claiming that the Product is compatible with Android devices, placing each of these claims at the top of the product page and in close proximity to each other. Yet they omit the fact that the "Personalized Spatial Audio with Dynamic Head Tracking" features are unavailable on Android devices.



27. Indeed, buried in a footnote ("Footnote 4") at the very bottom of the Solo 4 Headphones website page, accessible only if the user scrolls through all of the marketing material representing the Product's compatibility with Android devices, Defendants provide the following statement in small, pale, barely legible font: "Compatible hardware and software required. Works with compatible content in supported apps. Not all content available in Dolby Atmos. iPhone with TrueDepth camera required to create a personal profile for Spatial Audio, which will sync across Apple devices running the latest operating system software, including iOS, iPadOS, macOS, and tvOS." Likewise, Footnote 6, also buried at the bottom of the webpage, disclaims Defendants' "seamless compatibility" claim with the following language: "Requires an iCloud account and a compatible Apple device running the latest operating system software or a compatible Android device running the latest operating system software with Google Play Services enabled." The size and font Defendants use for this disclosure at the bottom of the webpage is shown below:

1. Product may vary in color, details, and dimensions from 3D rendering. View on a device running the latest hardware and software for best results.
2. Testing conducted by Apple in March 2024 using preproduction Beats Solo 4 and software paired with iPhone 15 Pro units and prerelease software. The playlist consisted of 358 unique audio tracks purchased from the iTunes Store (256-Kbps AAC encoding). Volume was set to 50%. Testing consisted of full Beats Solo 4 battery discharge while playing audio until Beats Solo 4 stopped playback. Battery life depends on device settings, environment, usage, and many other factors.
3. Requires compatible lossless content from supported apps/services. Not all content is available in lossless format.
4. Compatible hardware and software required. Works with compatible content in supported apps. Not all content available in Dolby Atmos. iPhone with TrueDepth camera required to create a personal profile for Spatial Audio, which will sync across Apple devices running the latest operating system software, including iOS, iPadOS, macOS, and tvOS.
5. Apple Music offer is available for new subscribers with an eligible device for a limited time only. Plan automatically renews at your region's price per month until cancelled. Compatible hardware and software required. Service availability varies by region. Restrictions and other terms apply. See apple.com/promo
6. Requires an iCloud account and a compatible Apple device running the latest operating system software or a compatible Android device running the latest operating system software with Google Play Services enabled.
7. Testing conducted by Apple in March 2024 using preproduction Beats Solo 4 units and software paired with iPhone 15 Pro units and pre-release software. The playlist consisted of 358 unique audio tracks purchased from the iTunes Store (256-Kbps AAC encoding). Volume was set to 50%. 10-minute charge testing conducted with drained Beats Solo 4 that were charged for 10 minutes, then audio playback was started until Beats Solo 4 stopped playback. Battery life depends on device settings, environment, usage and many other factors.
8. Breakdown of U.S. retail packaging by weight. Adhesives, inks, and coatings are excluded from our calculations of plastic content and packaging weight.
9. Requires an iCloud account and a compatible Apple device running the latest operating system software.
10. Siri may not be available in all languages or in all areas, and features may vary by area. Compatible device and internet access required. Cellular data charges may apply. Devices must support and have the latest operating system software.

28. These disclaimers—even assuming that any consumers read it, given its illegibility and buried placement—do not cure the false and misleading unqualified claims Defendants make elsewhere. At most, a consumer reading the disclaimers would conclude that an Android phone may not be able to "create" a personal profile that will "sync across Apple devices." The consumer would still believe (incorrectly) that they can enjoy Personalized Spatial Audio without creating a sync-able personal profile. In reality, a consumer with an Android device cannot enjoy Personalized Spatial Audio ***at all***; the feature is entirely unavailable to Android users. Defendants' disclaimer does ***not*** disclose that fact. Indeed, by including a disclaimer regarding Personalized Spatial Audio without disclosing the simple fact that Personalized Spatial Audio is completely unavailable to Android users, Defendants guarantee that consumers will conclude that Android users can enjoy Personalized Spatial Audio.

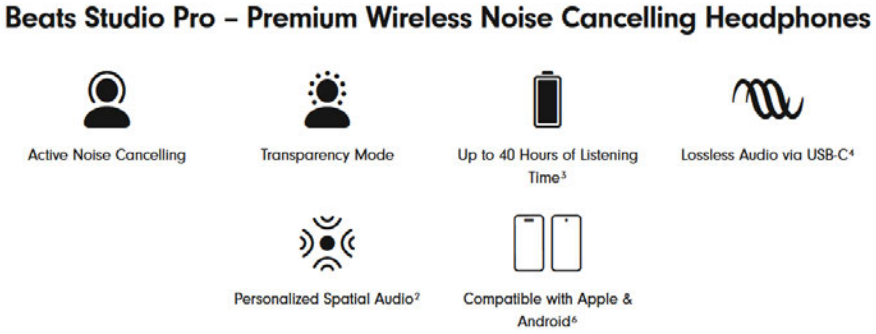
29. Further, having read Defendants' prominent marketing of "seamless" compatibility with Android phones, a consumer seeing the "Compatible hardware and software required" disclaimer language would reasonably believe it applies to other non-Android, non-iPhone mobile devices, such as cheaper, basic mobile devices like Tracfones, and certain flip phones.

30. Based on these representations, consumers reasonably believe that when they use the Solo 4 Headphones, they will be able to use all of the features of the Headphones—including key features that pertain to sound quality—regardless of whether they use the Solo 4 Headphones with an Apple or Android device.

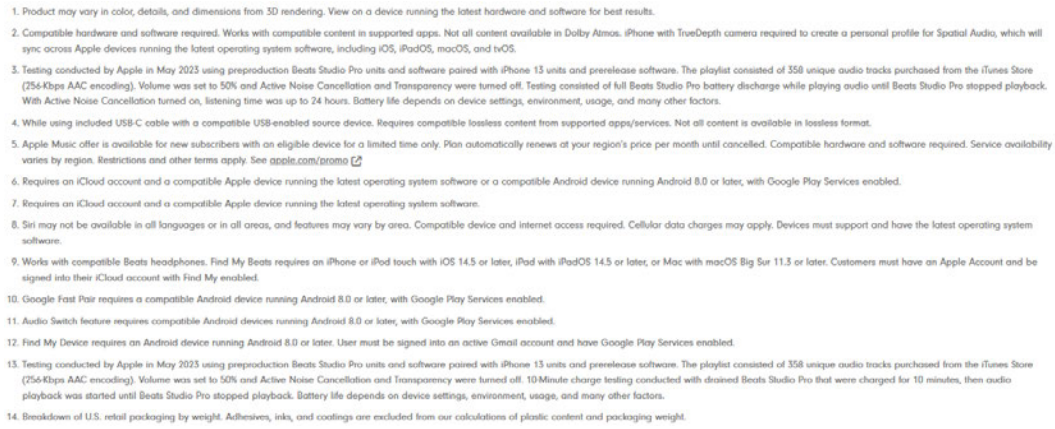
2. The Beats Studio Pro Headphones

31. Defendants also falsely market the Beats Studio Pro Headphones as being compatible with both Apple and Android devices and offering "Personalized Spatial Audio."

32. Just like the webpage for the Solo 4 Headphones, the webpage for the Beats Studio Pro Headphones emphasizes both the Personalized Spatial Audio feature and Android compatibility at the top of the product page, placing each of these claims right next to each other, but without noting it is impossible to use Personalized Spatial Audio with Android devices as shown in the following screenshot:



33. Again, Defendants hide the incompatibility of Android devices in footnotes ("Footnote 2" and "Footnote 6," respectively) at the very bottom of the Beats Studio Pro Headphones website page, accessible only if the user scrolls through all of the marketing material advertising the Product's compatibility with Android devices, in small, inconspicuous font, as shown in the screenshot below:



1. Product may vary in color, details, and dimensions from 3D rendering. View on a device running the latest hardware and software for best results.
2. Compatible hardware and software required. Works with compatible content in supported apps. Not all content available in Dolby Atmos. iPhone with TrueDepth camera required to create a personal profile for Spatial Audio, which will sync across Apple devices running the latest operating system software, including iOS, iPadOS, macOS, and tvOS.
3. Testing conducted by Apple in May 2023 using preproduction Beats Studio Pro units and software paired with iPhone 13 units and prerelease software. The playlist consisted of 358 unique audio tracks purchased from the iTunes Store (256-Kbps AAC encoding). Volume was set to 50% and Active Noise Cancellation and Transparency were turned off. Testing consisted of full Beats Studio Pro battery discharge while playing audio until Beats Studio Pro stopped playback. With Active Noise Cancellation turned on, listening time was up to 24 hours. Battery life depends on device settings, environment, usage, and many other factors.
4. While using included USB-C cable with a compatible USB-enabled source device. Requires compatible lossless content from supported apps/services. Not all content is available in lossless format.
5. Apple Music offer is available for new subscribers with an eligible device for a limited time only. Plan automatically renews at your region's price per month until cancelled. Compatible hardware and software required. Service availability varies by region. Restrictions and other terms apply. See apple.com/promo
6. Requires an iCloud account and a compatible Apple device running the latest operating system software or a compatible Android device running Android 8.0 or later, with Google Play Services enabled.
7. Requires an iCloud account and a compatible Apple device running the latest operating system software.
8. Siri may not be available in all languages or in all areas, and features may vary by area. Compatible device and internet access required. Cellular data charges may apply. Devices must support and have the latest operating system software.
9. Works with compatible Beats headphones. Find My Beats requires an iPhone or iPod touch with iOS 14.5 or later, iPad with iPadOS 14.5 or later, or Mac with macOS Big Sur 11.3 or later. Customers must have an Apple Account and be signed into their iCloud account with Find My enabled.
10. Google Fast Pair requires a compatible Android device running Android 8.0 or later, with Google Play Services enabled.
11. Audio Switch feature requires compatible Android devices running Android 8.0 or later, with Google Play Services enabled.
12. Find My Device requires an Android device running Android 8.0 or later. User must be signed into an active Gmail account and have Google Play Services enabled.
13. Testing conducted by Apple in May 2023 using preproduction Beats Studio Pro units and software paired with iPhone 13 units and prerelease software. The playlist consisted of 358 unique audio tracks purchased from the iTunes Store (256-Kbps AAC encoding). Volume was set to 50% and Active Noise Cancellation and Transparency were turned off. 10-Minute charge testing conducted with drained Beats Studio Pro that were charged for 10 minutes, then audio playback was started until Beats Studio Pro stopped playback. Battery life depends on device settings, environment, usage, and many other factors.
14. Breakdown of U.S. retail packaging by weight. Adhesives, inks, and coatings are excluded from our calculations of plastic content and packaging weight.

34. Footnote 2 reads "Compatible hardware and software required. Works with compatible content in supported apps. Not all content available in Dolby Atmos. iPhone with TrueDepth camera required to create a personal profile for Spatial Audio, which will sync across

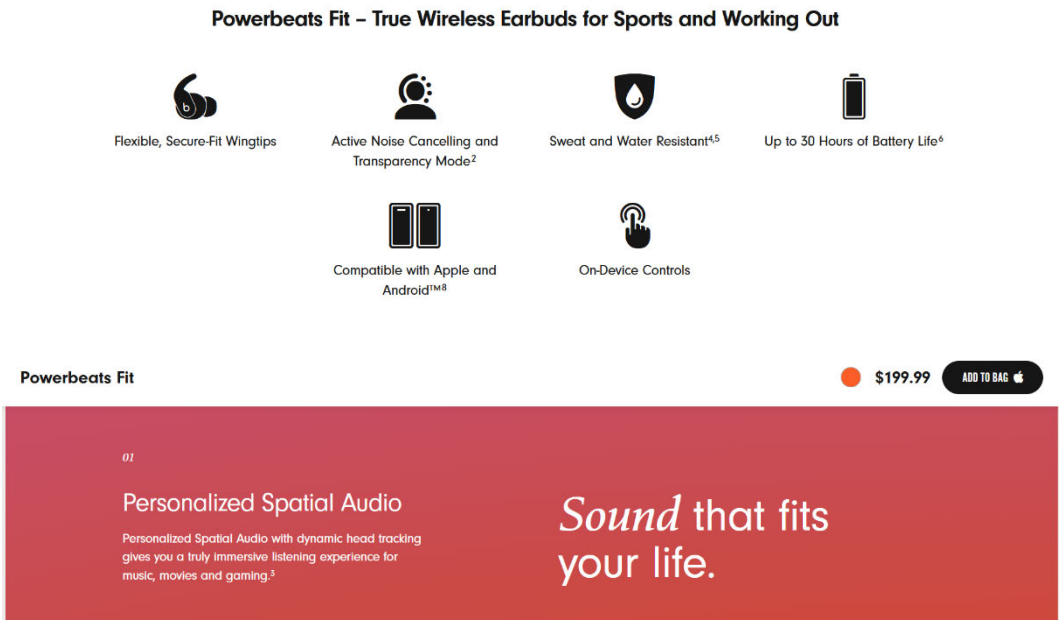
Apple devices running the latest operating system software, including iOS, iPadOS, macOS, and tvOS." Like its counterpart on the Solo 4 Headphones page, the language of Footnote 2—assuming that consumers can read it, given its illegibility and buried placement—does not cure Defendants' misrepresentations and omissions. At most, a consumer reading the disclaimer would conclude that an Android phone may not be able to "create" a personal profile that will "sync across Apple devices." The consumer would still believe (incorrectly) that they can enjoy Personalized Spatial Audio without creating a sync-able personal profile. Having read Defendants' prominent marketing of "seamless" compatibility with Android phones, a consumer seeing the "Compatible hardware and software required" disclaimer language would reasonably believe it applies to other non-Android, non-iPhone mobile devices, such as cheaper, basic mobile devices like Tracfones, and certain flip phones.

35. In reality, a consumer with an Android device cannot enjoy Personalized Spatial Audio ***at all***; the feature is entirely unavailable to Android users. Defendants' disclaimer does ***not*** disclose that fact. Indeed, by including a disclaimer regarding Spatial Audio without disclosing the simple fact that Personalized Spatial Audio is completely unavailable to Android users, Defendants guarantee that consumers will conclude that Android users can enjoy Personalized Spatial Audio.

36. Likewise, Footnote 6 disclaims that compatibility requires "a compatible Android device running Android 8.0 or later." If anything, this language tells consumers that if they want full compatibility with the Headphones' features, all they need to do is ensure they are running version 8.0 or later. In reality, however, ***no*** version of Android devices allows access to the Personalized Spatial Audio feature. Thus, even if Footnote 6 were both locatable and legible to consumers, its contents are false and misleading.

3. The Powerbeats Fit Earbuds

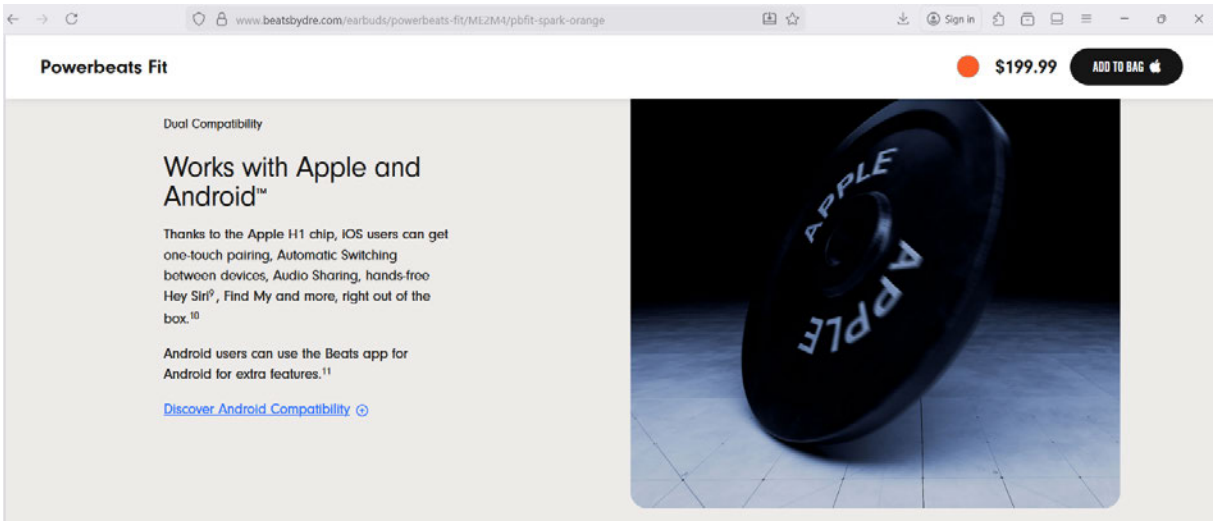
37. The same deceptive marketing strategy is used for the Powerbeats Fit Earbuds ("Powerbeats Fit"), which boldly claim "Compatible with Apple & Android" and advertise the "Personalized Spatial Audio with dynamic headtracking" as shown in the two screenshots below:



38. Like their Studio 4 Headphones, Defendants again advertise Personalized Spatial Audio for the Powerbeats Fit as a primary feature of the product, simultaneously claiming that Powerbeats Fit are compatible with Android devices. The relevant footnotes, once again hidden at the bottom of the webpage, use the same deficient, misleading language as those Defendants use for the Solo 4 Headphones:

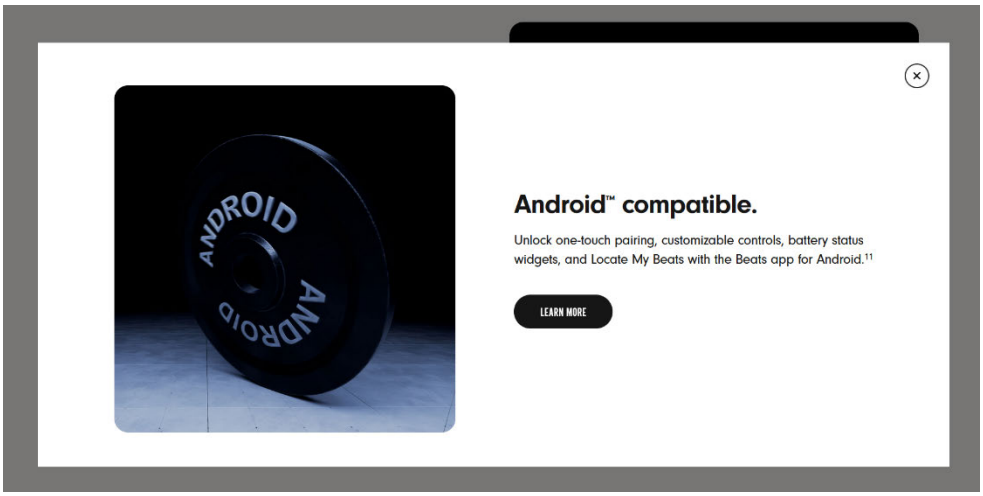
- Footnote 3: "Compatible hardware and software required. Works with compatible content in supported apps. Not all content available in Dolby Atmos. iPhone with TrueDepth camera required to create a personal profile for Spatial Audio, which will sync across Apple devices running the latest operating system software, including iOS, iPadOS, macOS, and tvOS."
- Footnote 8: "Requires an iCloud account and a compatible Apple device running the latest operating system software or a compatible Android device running the latest operating system software with Google Play Services enabled."

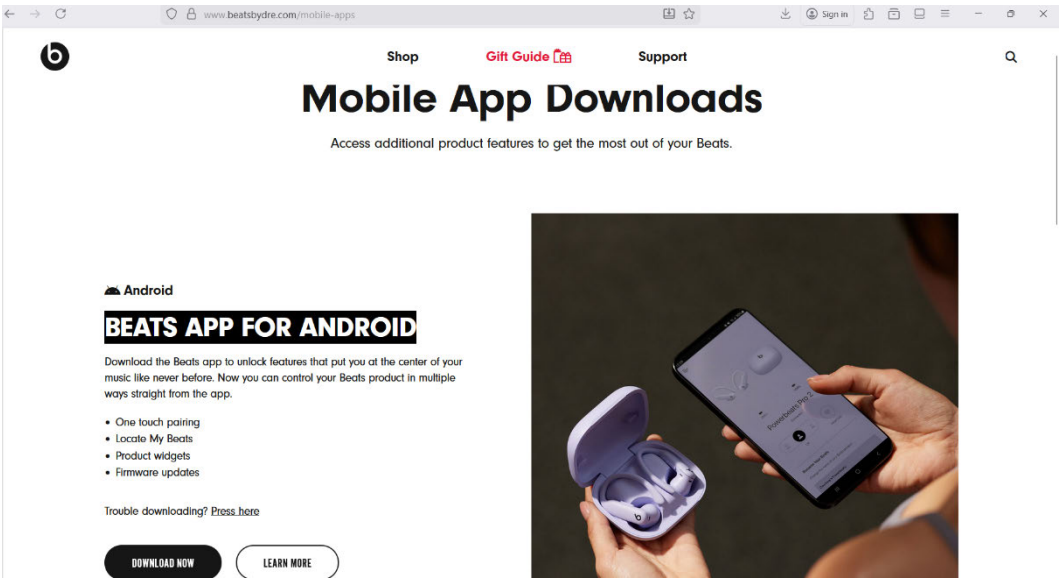
39. The product webpage for the Powerbeats Fit further states that "Android users can use the Beats app for Android for extra features"[4] with an option to click a link titled "Discovery Android Compatibility" as shown below:



40. Instead of providing further information to consumers, however, Defendants' link titled "Discover Android Compatibility" first directs the consumer to a webpage that boldly states "Android Compatible."—then, after consumers click a link titled "Learn More"—on to an additional webpage encouraging them to download the "Beats App for Android" in order "to unlock features that put you at the center of your music like never before." These claims are depicted in the screenshots below:

[4] A footnote ("Footnote 11") in small print at the bottom of the webpage provides no context to consumers (even if those consumers could locate and read the footnote language). Instead, Footnote 11 merely states that "Beats app requires Android 13 or later. App is available on the Google Play Store and on beatsbydre.com/mobile-apps. Android and Google Play are trademarks of Google LLC."

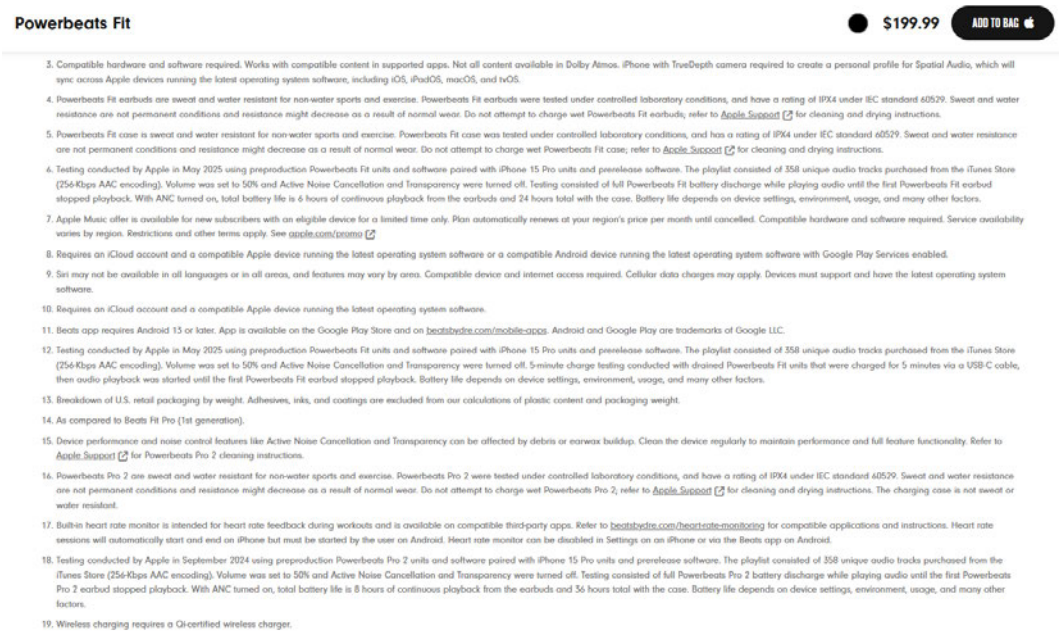




41. Defendants do not disclose that Personalized Spatial Audio will not be available upon downloading Defendants' software onto their personal devices, only promising that consumers can "[a]ccess additional product features to get the most out of your Beats[.]"

42. Yet again, even in footnotes Defendants fail to inform consumers that a key feature of the Powerbeats Fit is in fact *impossible* to use with Android devices.

43. Once again, Defendants employ the same tactic of burying the true incompatibility of the Powerbeats Fit in fine print at the bottom of the product's webpage. Even if these footnotes were accurate or otherwise provided meaningful context to the reader—which they do not—they are designed to be so obscured by their small font size, pale color and inconspicuous location at the bottom of the webpage, that they are effectively inaccessible to readers, as demonstrated below:



Powerbeats Fit

$199.99 ADD TO BAG

3. Compatible hardware and software required. Works with compatible content in supported apps. Not all content available in Dolby Atmos. iPhone with TrueDepth camera required to create a personal profile for Spatial Audio, which will sync across Apple devices running the latest operating system software, including iOS, iPadOS, macOS, and tvOS.

4. Powerbeats Fit earbuds are sweat and water resistant for non-water sports and exercise. Powerbeats Fit earbuds were tested under controlled laboratory conditions, and have a rating of IPX4 under IEC standard 60529. Sweat and water resistance are not permanent conditions and resistance might decrease as a result of normal wear. Do not attempt to charge wet Powerbeats Fit earbuds; refer to Apple Support for cleaning and drying instructions.

5. Powerbeats Fit case is sweat and water resistant for non-water sports and exercise. Powerbeats Fit case was tested under controlled laboratory conditions, and has a rating of IPX4 under IEC standard 60529. Sweat and water resistance are not permanent conditions and resistance might decrease as a result of normal wear. Do not attempt to charge wet Powerbeats Fit case; refer to Apple Support for cleaning and drying instructions.

6. Testing conducted by Apple in May 2025 using preproduction Powerbeats Fit units and software paired with iPhone 15 Pro units and prerelease software. The playlist consisted of 358 unique audio tracks purchased from the iTunes Store (256-Kbps AAC encoding). Volume was set to 50% and Active Noise Cancellation and Transparency were turned off. Testing consisted of full Powerbeats Fit battery discharge while playing audio until the first Powerbeats Fit earbud stopped playback. With ANC turned on, total battery life is 6 hours of continuous playback from the earbuds and 24 hours total with the case. Battery life depends on device settings, environment, usage, and many other factors.

7. Apple Music offer is available for new subscribers with an eligible device for a limited time only. Plan automatically renews at your region's price per month until cancelled. Compatible hardware and software required. Service availability varies by region. Restrictions and other terms apply. See apple.com/promo

8. Requires an iCloud account and a compatible Apple device running the latest operating system software or a compatible Android device running the latest operating system software with Google Play Services enabled.

9. Siri may not be available in all languages or in all areas, and features may vary by area. Compatible device and internet access required. Cellular data charges may apply. Devices must support and have the latest operating system software.

10. Requires an iCloud account and a compatible Apple device running the latest operating system software.

11. Beats app requires Android 13 or later. App is available on the Google Play Store and on beatsbydre.com/mobile-apps. Android and Google Play are trademarks of Google LLC.

12. Testing conducted by Apple in May 2025 using preproduction Powerbeats Fit units and software paired with iPhone 15 Pro units and prerelease software. The playlist consisted of 358 unique audio tracks purchased from the iTunes Store (256-Kbps AAC encoding). Volume was set to 50% and Active Noise Cancellation and Transparency were turned off. 5-minute charge testing conducted with drained Powerbeats Fit units that were charged for 5 minutes via a USB-C cable, then audio playback was started until the first Powerbeats Fit earbud stopped playback. Battery life depends on device settings, environment, usage, and many other factors.

13. Breakdown of U.S. retail packaging by weight. Adhesives, inks, and coatings are excluded from our calculations of plastic content and packaging weight.

14. As compared to Beats Fit Pro (1st generation).

15. Device performance and noise control features like Active Noise Cancellation and Transparency can be affected by debris or earwax buildup. Clean the device regularly to maintain performance and full feature functionality. Refer to Apple Support for Powerbeats Pro 2 cleaning instructions.

16. Powerbeats Pro 2 are sweat and water resistant for non-water sports and exercise. Powerbeats Pro 2 were tested under controlled laboratory conditions, and have a rating of IPX4 under IEC standard 60529. Sweat and water resistance are not permanent conditions and resistance might decrease as a result of normal wear. Do not attempt to charge wet Powerbeats Pro 2; refer to Apple Support for cleaning and drying instructions. The charging case is not sweat or water resistant.

17. Built-in heart rate monitor is intended for heart rate feedback during workouts and is available on compatible third-party apps. Refer to beatsbydre.com/heart-rate-monitoring for compatible applications and instructions. Heart rate sessions will automatically start and end on iPhone but must be started by the user on Android. Heart rate monitor can be disabled in Settings on an iPhone or via the Beats app on Android.

18. Testing conducted by Apple in September 2024 using preproduction Powerbeats Pro 2 units and software paired with iPhone 15 Pro units and prerelease software. The playlist consisted of 358 unique audio tracks purchased from the iTunes Store (256-Kbps AAC encoding). Volume was set to 50% and Active Noise Cancellation and Transparency were turned off. Testing consisted of full Powerbeats Pro 2 battery discharge while playing audio until the first Powerbeats Pro 2 earbud stopped playback. With ANC turned on, total battery life is 8 hours of continuous playback from the earbuds and 36 hours total with the case. Battery life depends on device settings, environment, usage, and many other factors.

19. Wireless charging requires a Qi-certified wireless charger.

44. Based on Defendants' representations, consumers reasonably believe that when they use any of the Headphones, they will be able to enjoy Personalized Spatial Audio regardless of whether they use the Headphones with an Apple or Android device. Defendants go to great lengths to conceal this fact.

C. Third-Party Retailers

45. Although Defendant Beats Electronics, LLC is the primary retailer of Headphones, they are also sold on other websites, such as Amazon (www.amazon.com). Defendants provide these third-party retailers with specifications and marketing materials representing that the Headphones are compatible with Android devices. (*See, e.g.*, Beats Solo 4 Headphones listing on www.amazon.com (stating that "Whether you're on iOS or Android, you can enjoy the same seamless compatibility."). Indeed, as shown in the screenshots below, even the product titles on Amazon for each of the Beats Solo 4, Beats Studio Pro, and Powerbeats Fit Headphones include the phrase "Apple & Android Compatible":



Beats Solo 4 - Wireless Bluetooth On-Ear Headphones, Apple & Android Compatible, Up to 50 Hours of Battery Life - Matte Black

Visit the Beats Store

4.6 ★★★★½ 8,173 ratings | Search this page

Amazon's Choice

10K+ bought in past month

-35% $129.95

List Price: $199.95

Add Prime to get Fast, Free delivery

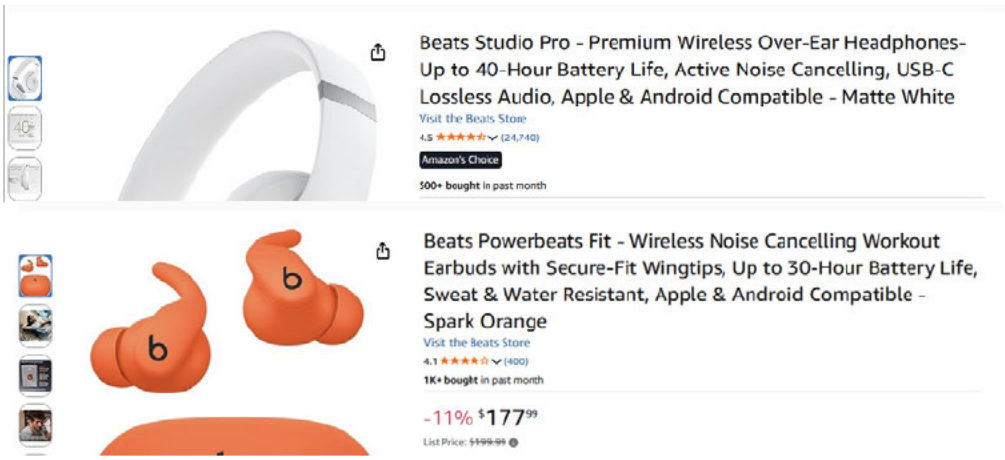
Buy new:

$129.95

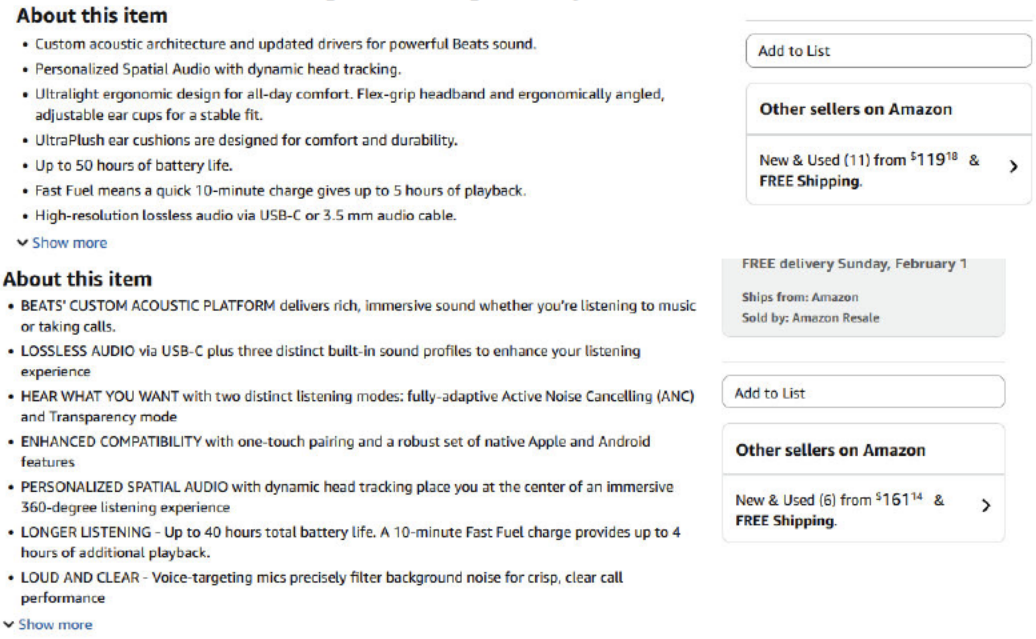
FREE Returns

FREE delivery Tuesday, March 11

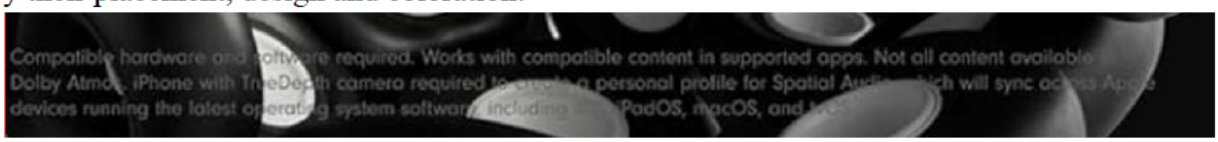
Or Prime members get FREE delivery Saturday, March 8. Order within 14 hrs 32 mins. Join Prime

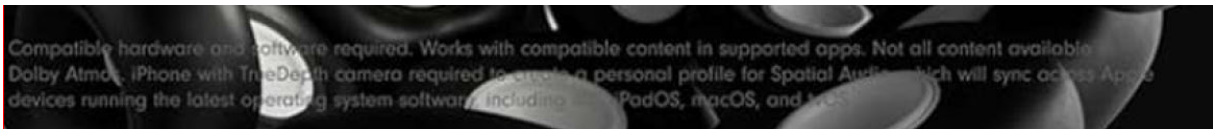


46. When consumers review the "About this item" section at the top of the Amazon product page, they see the Headphones advertise "Personalized Spatial Audio" with no disclaimers and no indication that the Personalized Spatial Audio feature is completely unavailable for Android device users. Information on the products' pages for the Solo 4 Headphones and Studio Pro Headphones, respectively, are shown below:



47. Like the disclaimers found on the Defendants' website, disclaimers that appear on the Amazon product pages regarding the limited availability of Personalized Spatial Audio are buried far down the product page, appear in small font, and are rendered virtually illegible by their placement, design and coloration:





48. The above disclaimer states: "Compatible hardware and software required. Works with compatible content in supported apps. Not all content available in Dolby Atmos. iPhone with TrueDepth camera required to create a personal profile for Spatial Audio, which will sync across Apple devices running the latest operating system software, including iOS, iPadOS, macOS, and tvOS."

49. Because of Defendants' inaccurate specifications and marketing material, every retailer who sells Headphones represents that they are compatible with Android devices. Accordingly, any consumer who purchases the Headphones reasonably believes, based on Defendants' representations, that they will be able to use all of the features of the Headphones, regardless of whether they use the Headphones with an Apple or Android device.

D. Plaintiff's Experience

50. On November 29, 2024, Plaintiff Carolina Saucedo was shopping for headphones. She was specifically looking for headphones that had high quality audio and compatibility with her Android device, while still being within her budget.

51. During her shopping process, she visited Amazon.com and located the Solo 4 Headphones. She read the representations that the Headphones provided "Personalized Spatial Audio with dynamic head tracking." She also viewed the claim on the Amazon product page that the Solo 4 Headphones were compatible with Android devices. She also saw that the Headphones were within her budget.

52. Based on the representations she saw on Amazon.com, Ms. Saucedo purchased two pairs of the Solo 4 Headphones from Amazon on November 29, 2024, for a total cost of $199.98.

53. After she received and used the Headphones, Ms. Saucedo realized that she could not use the Personalized Spatial Audio feature of the Headphones, because this feature was not usable with her Android device. She had believed, based on the "compatibility" representations

she had read on Amazon, that the Headphones would have "seamless compatibility" with her Android Samsung Galaxy device.

54. Had Ms. Saucedo known that the Headphones were not actually compatible with her Android device, she would not have purchased them or, at a minimum, would have paid less for them.

55. Ms. Saucedo continues to desire to purchase headphone products that feature high quality audio, including those marketed and sold by Defendants, and would like to purchase headphones with personalized spatial audio features that are compatible with her Android device. If the Products were remanufactured to actually provide compatibility with Android devices, or truthfully represented the compatibility with Android devices, Ms. Saucedo would likely purchase them again in the future. Ms. Saucedo regularly visits stores or browses websites where the Products and other headphone products are sold. Because Ms. Saucedo does not know the intricacies of the technology and capabilities behind Defendants' products, which can change over time, and cannot test whether the Products provide the Personalized Spatial Audio capability as represented on the Products advertising materials without first purchasing the Products, Ms. Saucedo will be unable to rely on Defendants' advertising when shopping for headphone products in the future absent an injunction that prohibits Defendants from misrepresenting the Products.. Should Defendants begin to market and sell a new line of products, Ms. Saucedo could also be at risk of buying another one of Defendants' products in reliance on the same or similar misrepresentation and omissions. And because of Defendants' unlawful and misleading labels on its Products, Ms. Saucedo cannot make informed choices between headphone products offered by Defendants and headphone products offered by other manufacturers, such as choices based on price, audio quality, and device compatibility.

CLASS ALLEGATIONS

56. In addition to her individual claims, Plaintiff brings this action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

57. Plaintiff brings this class action lawsuit on behalf of a proposed class of similarly situated persons, pursuant to Rule 23(b)(2) and (b)(3) of the Federal Rules of Civil Procedure, defined as follows:

> "The Class": All natural persons who, between February 13, 2022 and the present, purchased Solo 4 Headphones, Berats Studio Pro Headphones, and/or Powerbeats Fit Earbuds while located in California.

58. This action has been brought and may properly be maintained as a class action against Defendants because there is a well-defined community of interest in the litigation and the proposed class is easily ascertainable.

59. Numerosity: Plaintiff does not know the exact size of the Class, but she estimates that the Class is composed of more than 5,000 persons. The persons in the Class are so numerous that the joinder of all such persons is impracticable and the disposition of their claims in a class action rather than in individual actions will benefit the parties and the courts.

60. Common Questions Predominate: This action involves common questions of law and fact to the Class because each class member's claim derives from the deceptive, unlawful and/or unfair statements and omissions that led consumers to believe that the Headphones are capable of full compatibility with Android devices. The common questions of law and fact predominate over individual questions, as proof of a common or single set of facts will establish the right of each member of the Class to recover. The questions of law and fact common to the Class are:

- whether the Headphones, including all features, are fully compatible with Android devices;
- whether Defendants unfairly, unlawfully and/or deceptively misrepresented that the Headphones are fully compatible with all Android devices and that consumers can use all of the Headphones' features with Android devices;
- whether the use of the phrase "seamless compatibility" in Defendants' marketing violated Federal and/or California state law;

- whether the advertising of the Headphones as being compatible with Android devices caused them to command a premium in the market as compared with similar products that do not make such a claim;
- whether Defendants' advertising and marketing regarding the Headphones sold to the class members was likely to deceive the class members and/or was unfair;
- whether a "compatibility" claim on product advertising is material to a reasonable consumer;
- whether Defendants engaged in the alleged conduct knowingly, recklessly, or negligently;
- the amount of profits and revenues earned by Defendants as a result of the conduct;
- whether class members are entitled to restitution, injunctive and other equitable relief and, if so, what is the nature (and amount) of such relief; and
- whether class members are entitled to payment of actual, incidental, consequential, exemplary and/or statutory damages plus interest thereon, and if so, what is the nature of such relief.

61. Typicality: Plaintiff's claims are typical of the claims of other members of the Class because, among other things, all such claims arise out of the same unlawful course of conduct in which Defendants engaged. Plaintiff and those similarly situated purchased the Headphones in reliance on Defendants' misrepresentations and omissions that the Headphones are compatible with Android devices, capable of providing the same features that are available for iOS devices. Thus, they and the class members sustained the same injuries and damages arising out of Defendants' conduct in violation of the law. The injuries and damages of each class member were caused directly by Defendants' wrongful conduct in violation of law as alleged.

62. Adequacy of Representation: Plaintiff will fairly and adequately protect the interests of all class members because it is in their best interests to prosecute the claims alleged herein to obtain full compensation due to them for the unfair and illegal conduct of which they

complain. Plaintiff also has no interests that are in conflict with, or antagonistic to, the interests of class members. Plaintiff has retained highly competent and experienced class action attorneys to represent their interests and those of the classes. By prevailing on her own claims, Plaintiff will establish Defendants' liability to all class members. Plaintiff and their counsel have the necessary financial resources to adequately and vigorously litigate this class action, and Plaintiff and counsel are aware of their fiduciary responsibilities to the class members and are determined to diligently discharge those duties by vigorously seeking the maximum possible recovery for class members.

63. Superiority: There is no plain, speedy, or adequate remedy other than by maintenance of this class action. The prosecution of individual remedies by members of the classes will tend to establish inconsistent standards of conduct for Defendants and result in the impairment of class members' rights and the disposition of their interests through actions to which they were not parties. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Furthermore, as the damages suffered by each individual member of the classes may be relatively small, the expenses and burden of individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action.

64. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

CAUSES OF ACTION

First Cause of Action

(Violation of the Consumers Legal Remedies Act (the "CLRA"), California Civil Code § 1750, *et seq.*)

(On Behalf of Plaintiff and the Class)

65. Plaintiff realleges and incorporates by reference all paragraphs alleged herein.

66. Defendants' actions, representations and conduct have violated, and continue to violate the CLRA, because they extend to transactions that are intended to result, or which have resulted, in the sale or lease of goods or services to consumers.

67. Plaintiff and other class members are "consumers" as that term is defined by the CLRA in California Civil Code § 1761(d).

68. The Headphones that Plaintiff (and other similarly situated class members) purchased from Defendants constitute "goods" within the meaning of California Civil Code § 1761(a).

69. Defendants' acts and practices, set forth in this Class Action Complaint, led customers to falsely believe that the Headphones are fully compatible for use with Android devices, meaning that all features available for iOS devices would also be available for Android devices. By engaging in the actions, representations and conduct set forth in this Class Action Complaint, Defendants have violated, and continue to violate, § 1770(a)(2), § 1770(a)(5), § 1770(a)(7), § 1770(a)(8), and § 1770(a)(9) of the CLRA. In violation of California Civil Code § 1770(a)(2), Defendants' acts and practices constitute improper representations regarding the source, sponsorship, approval, or certification of the goods they sold. In violation of California Civil Code § 1770(a)(5), Defendants' acts and practices constitute improper representations that the goods they sell have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities, which they do not have. In violation of California Civil Code § 1770(a)(7), Defendants' acts and practices constitute improper representations that the goods they sell are of a particular standard, quality, or grade, when they are of another. In violation of California Civil Code § 1770(a)(8), Defendants have disparaged the goods, services, or business of another by false or misleading representation of fact. In violation of California Civil Code § 1770(a)(9), Defendants have advertised goods or services with intent not to sell them as advertised. Finally, regarding California Civil Code § 1770(a)(8), Defendants falsely or deceptively market and advertise that the Headphones have "seamless compatibility" with both iOS and Android devices, when they do not.

70. Plaintiff requests that this Court enjoin Defendants from continuing to employ the unlawful methods, acts and practices alleged herein pursuant to California Civil Code § 1780(a)(2). If Defendants are not restrained from engaging in these types of practices in the future, Plaintiff and the other members of the Class will continue to suffer harm.

71. On or around March 11, 2025, Plaintiff provided Defendants with notice and demand that Defendants correct, repair, replace or otherwise rectify the unlawful, unfair, false and/or deceptive practices complained of herein. Despite receiving the aforementioned notice and demand, Defendants failed to do so in that, among other things, it failed to identify similarly situated customers, notify them of their right to correction, repair, replacement or other remedy, and/or to provide that remedy. Accordingly, Plaintiff seeks, pursuant to California Civil Code § 1780(a)(3), on behalf of herself and those similarly situated class members, compensatory damages, punitive damages and restitution of any ill-gotten gains due to Defendant's acts and practices.

72. Plaintiff also requests that this Court award her costs and reasonable attorneys' fees pursuant to California Civil Code § 1780(d).

Second Cause of Action
False Advertising, Business and Professions Code § 17500, *et seq.* ("FAL")
(On Behalf of Plaintiff and the Class)

73. Plaintiff realleges and incorporates by reference all paragraphs alleged herein.

74. Beginning at an exact date unknown to Plaintiff, but within three (3) years preceding the filing of the Class Action Complaint, Defendants made untrue, false, deceptive and/or misleading statements in connection with the advertising and marketing of the Headphones.

75. Defendants made representations and statements (by omission and commission) that led reasonable customers to believe (i) that the Headphones are capable of equally compatible use with Android devices; (ii) that all of the Headphones' features were available with Android devices; and (iii) that Android device users could therefore access and use the Headphones' Personalized Spatial Audio feature.

76. Plaintiff and those similarly situated relied to their detriment on Defendants' false, misleading and deceptive advertising and marketing practices, including each of the misrepresentations and omissions set forth above. Had Plaintiff and those similarly situated been adequately informed and not intentionally deceived by Defendants, she would have acted

differently by, without limitation, refraining from purchasing the Headphones, or paying less for them.

77. Defendants' acts and omissions are likely to deceive the general public.

78. Defendants engaged in these false, misleading and deceptive advertising and marketing practices to increase their profits. Accordingly, Defendants have engaged in false advertising, as defined and prohibited by section 17500, *et seq.* of the California Business and Professions Code.

79. These practices, which Defendants used, and continue to use, to their significant financial gain, also constitute unlawful competition and provides an unlawful advantage over Defendants' competitors as well as injury to the general public.

80. As a direct and proximate result of such actions, Plaintiff and the other class members have suffered, and continue to suffer, injury in fact and have lost money and/or property as a result of such false, deceptive and misleading advertising in an amount which will be proven at trial, but which is in excess of the jurisdictional minimum of this Court.

81. Plaintiff seeks, on behalf of herself and those similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies acquired by Defendants from them, the general public, or those similarly situated by means of the false, misleading and deceptive advertising and marketing practices complained of herein, plus interest thereon.

82. Plaintiff seeks on behalf of herself and those similarly situated, a declaration that the above-described practices constitute false, misleading and deceptive advertising.

83. Plaintiff seeks, on behalf of herself and those similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies acquired by Defendants from Plaintiff, the general public, or those similarly situated by means of the false, misleading and deceptive advertising and marketing practices complained of herein, plus interest thereon. Pursuant to Federal Rule of Civil Procedure 8(e)(2), Plaintiff makes the following allegations in this paragraph only hypothetically and as an alternative to any contrary allegations in their other causes of action, in the event that such causes of action do not succeed. Plaintiff

and the Class may be unable to obtain monetary, declaratory and/or injunctive relief directly under other causes of action and will lack an adequate remedy at law, if the Court requires them to show classwide reliance and materiality beyond the objective reasonable consumer standard applied under the FAL, because Plaintiff may not be able to establish each Class member's individualized understanding of Defendants' misleading representations as described in this Complaint, but the FAL does not require individualize proof of deception or injury by absent Class members. *See, e.g., Ries v. Ariz. Bevs. USA LLC*, 287 F.R.D. 523, 537 (N.D. Cal. 2012) ("restitutionary relief under the UCL and FAL 'is available without individualized proof of deception, reliance, and injury.'"). In addition, Plaintiff and the Class may be unable to obtain such relief under other causes of action and will lack an adequate remedy at law, if Plaintiff is unable to demonstrate the requisite *mens rea* (intent, reckless, and/or negligence), because the FAL imposes no such *mens rea* requirement and liability exists even if Defendants acted in good faith.

84. Plaintiff seeks, on behalf of herself and those similarly situated, a declaration that the above-described practices constitute false, misleading and deceptive advertising.

85. Plaintiff seeks, on behalf of herself and those similarly situated, an injunction to prohibit Defendants from continuing to engage in the false, misleading and deceptive advertising and marketing practices complained of herein. Such misconduct by Defendants, 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 Defendants 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 repeatedly and continuously seek legal redress in order to recover monies paid to Defendants to which they are not entitled. Plaintiff, 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.

Third Cause of Action
Common Law Fraud, Deceit and/or Misrepresentation
(On Behalf of Plaintiff and the Class)

86. Plaintiff realleges and incorporates by reference all paragraphs alleged herein.

87. Continuously throughout the last four years, Defendants fraudulently and deceptively represented to Plaintiff and those similarly situated that the Headphones were capable of "seamless" compatibility with Android devices, and that consumers with Android devices could utilize the higher quality "Personalized Spatial Audio" advertised for the Headphones.

88. These misrepresentations and omissions were known exclusively to, and actively concealed by, Defendants, not reasonably known to Plaintiff, and material at the time they were made. Defendants knew the true capabilities of the Headphones, and they knew that the Headphones were not capable of "seamless" compatibility with Android devices, and that consumers with Android devices could not utilize the higher quality "Personalized Spatial Audio" advertised for the Headphones. Defendants' misrepresentations and omissions concerned material facts that were essential to the analysis undertaken by Plaintiff as to whether to purchase the Headphones. In misleading Plaintiff and not so informing her, Defendants breached their duty to them. Defendants also gained financially from, and as a result of, their breach.

89. Plaintiff and those similarly situated relied to their detriment on Defendants' misrepresentations and fraudulent omissions. Had she and those similarly situated been adequately informed and not intentionally deceived by Defendants, they would have acted differently by, without limitation: (i) declining to purchase the Headphones, or (ii) paying less for the Headphones.

90. By and through such fraud, deceit, misrepresentations and/or omissions, Defendants intended to induce Plaintiff and those similarly situated to alter their position to their detriment. Specifically, Defendants fraudulently and deceptively induced them and those similarly situated to, without limitation, to purchase the Headphones, including the price premium they paid for the false "compatibility" representations.

91. Plaintiff and those similarly situated justifiably and reasonably relied on Defendants' misrepresentations and omissions, and, accordingly, were damaged by Defendants.

92. As a direct and proximate result of Defendants' misrepresentations and/or omissions, Plaintiff and those similarly situated have suffered damages, including, without limitation, the amount they paid for the Headphones.

93. Defendants' conduct as described herein was willful and malicious and was designed to maximize Defendants' profits even though Defendants knew that their conduct would cause loss and harm to Plaintiff and those similarly situated.

Fourth Cause of Action
Unlawful, unfair, and fraudulent trade practices violation of Business and Professions Code § 17200, *et seq.*
(On Behalf of Plaintiff and the Class)

94. Plaintiff realleges and incorporates by reference all paragraphs alleged herein.

95. Within four (4) years preceding the filing of this lawsuit, and at all times mentioned herein, Defendants have engaged, and continue to engage, in unlawful, unfair, and fraudulent trade practices in California by engaging in the unlawful, unfair, and fraudulent business practices outlined in this complaint.

96. In particular, Defendants have engaged, and continue to engage, in unlawful practices by, without limitation, violating the following state and federal laws: (i) the CLRA as described herein; and (ii) the FAL as described herein.

97. In particular, Defendants have engaged, and continue to engage, in unfair and fraudulent practices by, without limitation, misrepresenting in their marketing that the Headphones are capable of "seamless" compatibility with Android devices, and that consumers with Android devices could utilize the higher quality "Personalized Spatial Audio" advertised for the Headphones, and failing to inform Plaintiff, and those similarly situated, that these representations are false.

98. Plaintiff and those similarly situated relied to their detriment on Defendants' unlawful, unfair, and fraudulent business practices. Had Plaintiff and those similarly situated been adequately informed and not deceived by Defendants, they would have acted differently

by, without limitation: (i) declining to purchase the Headphones, or (ii) paying less for the Headphones.

99. Defendants' acts and omissions are likely to deceive the general public.

100. Defendants engaged in these deceptive and unlawful practices to increase their profits. Accordingly, Defendants have engaged in unlawful trade practices, as defined and prohibited by section 17200, *et seq.* of the California Business and Professions Code.

101. These practices, which Defendants used to their significant financial gain, also constitute unlawful competition and provide an unlawful advantage over Defendants' competitors as well as injury to the general public.

102. As a direct and proximate result of such actions, Plaintiff and the other class members have suffered and continue to suffer injury in fact and have lost money and/or property in an amount which will be proven at trial, but which is in excess of the jurisdictional minimum of this Court. Among other things, Plaintiff and the class members lost the amount they paid for the Headphones, and/or the price premium they paid for the Headphones based on Defendants' false representations.

103. As a direct and proximate result of such actions, Defendants have enjoyed, and continues to enjoy, significant financial gain in an amount which will be proven at trial, but which is in excess of the jurisdictional minimum of this Court.

104. Plaintiff seeks, on behalf of herself and those similarly situated, equitable relief, including the restitution for the premium and/or full price that they or others paid to Defendants as a result of Defendants' conduct. Pursuant to Federal Rule of Civil Procedure 8(e)(2), Plaintiff makes the following allegations in this paragraph only hypothetically and as an alternative to any contrary allegations in her other causes of action, in the event that such causes of action do not succeed. Plaintiff and the Class may be unable to obtain monetary, declaratory and/or injunctive relief directly under other causes of action and will lack an adequate remedy of law, if the Court requires them to show classwide reliance and materiality beyond the objective reasonable consumer standard applied under the UCL, because Plaintiff may not be able to establish each Class member's individualized understanding of Defendants' misleading

representations as described in this Complaint, but the UCL does not require individualized proof of deception or injury by absent class members. *See, e.g., Stearns v Ticketmaster*, 655 F.3d 1013, 1020, 1023-25 (distinguishing, for purposes of CLRA claim, among class members for whom website representations may have been materially deficient, but requiring certification of UCL claim for entire class). In addition, Plaintiff and the Class may be unable to obtain such relief under other causes of action and will lack an adequate remedy at law, if Plaintiff is unable to demonstrate the requisite *mens rea* (intent, reckless, and/or negligence), because the UCL imposes no such *mens rea* requirement and liability exists even if Defendants acted in good faith.

105. Plaintiff seeks, on behalf of herself and those similarly situated, a declaration that the above-described trade practices are fraudulent, unfair, and/or unlawful.

106. Plaintiff seeks, on behalf of herself and those similarly situated, an injunction to prohibit Defendants from continuing to engage in the deceptive and/or unlawful trade practices complained of herein. Such misconduct by Defendants, 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 Defendants 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 repeatedly and continuously seek legal redress in order to recover monies paid to Defendants to which they were not entitled. Plaintiff and those similarly situated have no other adequate remedy at law to ensure future compliance with the California Business and Professions Code alleged to have been violated herein.

Plaintiff's Fifth Cause of Action
Unjust Enrichment
(On Behalf of Plaintiff and the Class)

107. Plaintiff realleges and incorporates by reference all paragraphs alleged herein.

108. Plaintiff and members of the Class conferred a benefit on the Defendants by purchasing the Headphones.

109. Defendants have been unjustly enriched in retaining the revenues from Plaintiff's and Class members' purchases of the Headphones, which retention is unjust and inequitable, because Defendants misrepresented in their marketing that the Headphones are capable of

"seamless" compatibility with Android devices, provide all users "Personalized Spatial Audio," and failed to inform Plaintiff, and those similarly situated, that these representations were false. This harmed Plaintiff and Class members because they paid a price premium as a result.

110. Because Defendants' retention of the non-gratuitous benefit conferred on it by Plaintiff and Class members is unjust and inequitable, Defendants must pay restitution to Plaintiff and the Class members for their unjust enrichment, as ordered by the Court. Plaintiff and those similarly situated have no adequate remedy at law to obtain this restitution.

111. Plaintiff, therefore, seeks an order requiring Defendants to make restitution to them and other members of the Class.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and those similarly situated, respectfully requests that the Court enter judgment against Defendants as follows:

A. Certification of the proposed Class, including appointment of Plaintiff's counsel as class counsel;

B. An award of compensatory damages, including statutory damages where available, to Plaintiff and the Class Members against Defendants for all damages sustained as a result of Defendants' wrongdoing, in an amount to be proven at trial, including both pre- and post-judgment interest thereon;

C. An order for full restitution;

D. An order requiring Defendants to disgorge revenues and profits wrongfully obtained;

E. An order temporarily and permanently enjoining Defendants from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint;

F. For reasonable attorneys' fees and the costs of suit incurred; and

G. For such further relief as this Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury.

Dated: August 21, 2026

GUTRIDE SAFIER LLP

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