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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

SARAH DESHAZO, on behalf of herself and all others similarly situated, Plaintiff, v. AMAZON.COM, INC. and AMAZON.COM SERVICES LLC, Defendants.	Case No.: '26CV4229 GPC DDL **NOTICE OF REMOVAL OF AMAZON.COM, INC. AND AMAZON.COM SERVICES LLC** [Removed from the Superior Court of the State of California for the County of San Diego, Case No. 26CU031548C]

Pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453, defendants Amazon.com, Inc. and Amazon.com Services LLC (together, "Amazon") submit this Notice of Removal of the state court civil action filed by Plaintiff Sarah DeShazo titled *DeShazo v. Amazon.com, Inc., et al.*, Case No. 26CU031548C, from the Superior Court of the State of California, County of San Diego to the United States District Court for the Southern District of California. This Court has jurisdiction over this action under the Class Action Fairness Act of 2005 ("CAFA"). 28 U.S.C. § 1332(d); *see also id.* § 1453(b). Pursuant to 28 U.S.C. § 1446(a), Amazon provides the following "short and plain statement of the grounds for removal." 28 U.S.C. § 1446(a).

I. BACKGROUND

1. On June 9, 2026, DeShazo filed a civil action in the Superior Court for the State of California for the County of San Diego, captioned *DeShazo v. Amazon.com, Inc., et al.*, Case No. 26CU031548C. A true and correct copy of the Complaint is attached as Exhibit A to this Notice of Removal ("Compl."). *See id.* § 1446(a).

2. On June 24, 2026, DeShazo served on Amazon a copy of the Complaint and summons. (Compl.; Exhibit B (summons).)

3. DeShazo alleges that Amazon began selling Kindle e-reader devices in November 2007 and since then has introduced several generations of the devices. (Compl. ¶¶ 20, 24.)

4. She asserts that Amazon advertised the Kindle devices as making a "vast selection of content available to Kindle device owners for download through Amazon's Kindle Store." (*Id.* ¶ 22.)

5. DeShazo alleges that on December 27, 2013, she purchased a first-generation Kindle Paperwhite. (*Id.* ¶ 51.)

6. DeShazo further alleges that on May 20, 2026, Amazon "discontinue[d] support for Kindle devices released in 2012 or earlier," (*id.* ¶ 28), such that users

would "not be able to purchase, borrow, or download new content on [these] Kindle devices and would not be able to re-register or use these devices in any way," (*id.* ¶ 29 (citation modified).)

7. DeShazo alleges she would not have purchased her Kindle device or would have paid substantially less for it had she known its core functionality would be removed before the end of its useful physical life. (*Id.* ¶ 56.)

8. DeShazo asserts claims for (1) breach of contract, including breach of the implied covenant of good faith and fair dealing; (2) violation of California's Unfair Competition Law ("UCL"), under the unfair, fraudulent, and unlawful prongs of the statute, Cal. Bus. & Prof. Code § 17200, *et seq.*; and (3) violation of California's Consumers Legal Remedies Act ("CLRA"), Cal. Civ. Code § 1770, *et seq.* (*Id.* ¶¶ 69–120.)

9. DeShazo purports to assert those claims on behalf of a proposed class of "all persons residing in the United States who purchased an Affected Kindle device" and a "California Subclass" of "all persons residing in the State of California who purchased an Affected Kindle device." (*Id.* ¶¶ 57–58.) DeShazo defines "Affected Kindle devices" as "Kindle devices [that] include the first- and second-generation Kindle, Kindle DX and DX Graphite, Kindle Keyboard, Kindle 4, Kindle Touch, Kindle 5, first-generation Kindle Paperwhite, first- and second-generation Kindle Fire, Kindle Fire HD 7, and Kindle Fire HD 8.9." (*Id.* ¶ 28.)

10. On behalf of herself and the proposed classes, DeShazo seeks actual damages, restitution, disgorgement of profits, statutory damages, declaratory relief, injunctive relief, and attorneys' fees. (*Id.* ¶ 13 and at Prayer for Relief.)

11. Pursuant to 28 U.S.C. § 1332(d), this is a civil action of which this Court has original jurisdiction. Moreover, this is an action that may be removed to this Court pursuant to 28 U.S.C. §§ 1441(b) and 1446(b)(3).

12. Amazon now timely and properly removes this case pursuant to 28 U.S.C. §§ 1332, 1441, and 1446.

II. THIS CASE IS REMOVABLE PURSUANT TO 28 U.S.C. § 1441 BECAUSE THE COURT HAS ORIGINAL JURISDICTION UNDER THE CLASS ACTION FAIRNESS ACT

13. "[A]ny civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant." 28 U.S.C. § 1441(a). This action is removable pursuant to 28 U.S.C. § 1441 because this Court has original jurisdiction under CAFA. *See id.* § 1332(d); *see also id.* § 1453(b) (setting the procedure for removing class actions).

14. CAFA gives federal courts original jurisdiction over putative class actions in which (1) the number of members of all proposed plaintiff classes in the aggregate is at least 100 members; (2) at least one plaintiff class member is diverse in citizenship from any defendant; and (3) the aggregate amount in controversy exceeds $5 million, exclusive of interest and costs. *Id.* §§ 1332(d)(2), (d)(5)(B).

A. This action is a proposed class action with more than 100 members.

15. This action is a proposed class action within the meaning of CAFA. CAFA defines a "class action" as "any civil action filed under rule 23 of the Federal Rules of Civil Procedure or similar State statute or rule of judicial procedure authorizing an action to be brought by 1 or more representative persons as a class action." *Id.* § 1332(d)(1)(B).

16. California law provides that class actions may be brought "when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court[.]" Cal. Code Civ. Proc. § 382. Because the requirements of California Code of Civil Procedure § 382 are similar to those of Federal Rule of Civil Procedure 23, Section 382 is a "similar State statute" under CAFA. *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1121 (9th Cir. 2014).

17. DeShazo seeks certification of a proposed "Nationwide Class" and a "California Subclass" of purchasers of allegedly "Affected Kindle devices." (Compl. ¶ 57.)

18. The aggregate number of members in the proposed classes exceeds 100. *See* 28 U.S.C. § 1332(d)(5)(B). The Complaint defines the proposed class as "all persons residing in the United States who purchased an Affected Kindle device (the 'Nationwide Class')." (Compl. ¶ 57.) In just a 180-day period (July 2025 to January 2026) predating the alleged software discontinuation, hundreds of thousands of alleged "Affected Kindle devices" were in use. Declaration of Erin Pursell Wuelfing in Support of Notice of Removal ("Pursell Wuelfing Decl.") ¶ 8. In addition, DeShazo alleges that "[t]he Class members are so numerous that joinder of each is impracticable." (Compl. ¶ 62.)

B. There is minimal diversity.

19. Minimal diversity under CAFA exists if "any member of a class of plaintiffs is a citizen of a State different from any defendant." 28 U.S.C. § 1332(d)(2)(A).

20. DeShazo alleges that she is a citizen of California. (Compl. ¶ 14.)

21. DeShazo names two Amazon entities as defendants, neither of which is a citizen of California.

a. Amazon.com, Inc. is a corporation. For the purposes of diversity jurisdiction, a corporation is a citizen of its state of incorporation and of the state in which it has its principal place of business. 28 U.S.C. § 1332(c)(1). Amazon.com, Inc. is a Delaware corporation with its principal place of business in Washington State. Pursell Wuelfing Decl. ¶ 3. Amazon is therefore a citizen of Delaware and Washington. 28 U.S.C. § 1332(c)(1) (noting that a corporation is a citizen of the state in which it is incorporated and maintains its principal place of business).

b. Amazon.com Services LLC is a Delaware limited liability company. Pursell Wuelfing Decl. ¶ 4. For the purposes of diversity jurisdiction, a limited liability company is a citizen of every state of which its members are citizens. *See Americold Realty Tr. v. Conagra Foods, Inc.*, 577 U.S. 378, 379 (2016); *Johnson v. Columbia Props. Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006). The sole member of Amazon.com Services LLC is Amazon.com Sales, Inc., which is a Delaware corporation with its principal place of business in Washington State. Pursell Wuelfing Decl. ¶ 4. Amazon.com Services LLC is therefore a citizen of Delaware and Washington. 28 U.S.C. § 1332(c)(1).

22. Because at least one proposed class member—DeShazo—is a citizen of a different state from Amazon, CAFA's minimal diversity requirement is met. *See id.* § 1332(d)(2).

C. The aggregate amount in controversy exceeds $5,000,000.

23. CAFA permits a court to aggregate the claims of the individual class members "to determine whether the matter in controversy exceeds the sum or value of $5,000,000, exclusive of interest and costs." *Id.* § 1332(d)(6).

24. Where a class action complaint does not expressly allege that more than $5 million is in controversy, a defendant must set forth only "a plausible allegation that the amount in controversy exceeds the jurisdictional threshold." *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 89 (2014); *see also Fritsch v. Swift Transp. Co. of Ariz., LLC*, 899 F.3d 785, 794 (9th Cir. 2018). To do so, a defendant may rely on "reasonable assumptions." *LaCross v. Knight Transp. Inc.*, 775 F.3d 1200, 1201 (9th Cir. 2015); *see also Avilez v. Omnicare, Inc.*, No. 14CV409 GPC JMA, 2014 WL 2196844, at *1 (S.D. Cal. May 27, 2014) (explaining that "the removing defendant is not obligated to research, state and prove the plaintiff's claims for damages" to plead the amount in controversy (internal citation and quotation marks omitted)).

25. "The amount in controversy is simply an estimate of the total amount in dispute, not a prospective assessment of defendant's liability." *Lewis v. Verizon Commc'ns, Inc.*, 627 F.3d 395, 400 (9th Cir. 2010); *see also Jauregui v. Roadrunner Transp. Servs., Inc.*, 28 F.4th 989, 994 (9th Cir. 2022) ("Importantly, that amount at stake does not mean likely or probable liability. . . ." (citation modified)). Courts therefore evaluate "the *maximum* recovery the plaintiff could reasonably recover." *Arias v. Residence Inn by Marriott*, 936 F.3d 920, 927 (9th Cir. 2019).

26. "Among other items, the amount in controversy includes damages (compensatory, punitive, or otherwise), the costs of complying with an injunction, and attorneys' fees awarded under fee-shifting statutes or contract." *Fritsch*, 899 F.3d at 793 (internal citation and quotation marks omitted).

27. On behalf of herself and the proposed classes, DeShazo seeks damages, restitution, disgorgement of profits, statutory damages, declaratory relief, injunctive relief, and attorneys' fees. (Compl. ¶ 13 and at Prayer for Relief.)

28. DeShazo's proposed classes are comprised of members who seek more than $5 million in damages, restitution, and disgorgement of profits for purchases of "Affected Kindle devices." *See* Pursell Wuelfing Decl. ¶¶ 8–9; *see also Nathan v. Fry's Elecs. Inc.*, 607 F. App'x 623, 623 (9th Cir. 2015) (holding that company "established by a preponderance of the evidence that the total amount in controversy exceeds the jurisdictional minimum" by "attach[ing]" to its notice of removal a declaration that "stated [the company's] sales . . . during the relevant time period exceeded $5 million").

29. Revenue attributable to sales for the number of "Affected Kindle devices" that were in use in a 180-day period (July 2025 to January 2026) predating the alleged software discontinuation exceeds $5 million. (*See* Pursell Wuelfing Decl. ¶¶ 8–9; Compl. ¶ 57.)

30. DeShazo's requested monetary relief alone therefore satisfies the amount in controversy requirement under CAFA because she alleges that she and the

other proposed class members "would not have purchased their Kindle devices or would have paid substantially less for them" if not for the alleged misrepresentations about their functionality. (*See* Compl. ¶ 12); *Hawkins v. Wal-Mart, Inc.*, 2024 WL 3913472, at *4 (E.D. Cal. Aug. 23, 2024) (concluding that where a plaintiff alleges they would not have purchased a product, the complaint can "reasonably be read to indicate that the product had no value to [plaintiff] and the putative class and that the full purchase price is sought as compensatory damages").

31. Where "attorneys' fees are recoverable by statute," those fees are included in the amount in controversy. *Fritsch*, 899 F.3d at 794.

32. The CLRA, under which DeShazo asserts a claim, allows for the recovery of attorneys' fees. (Compl. ¶¶ 112-20); Cal. Civ. Code § 1780(e).

33. Courts in the Ninth Circuit apply 25% of the total recovery as a benchmark in calculating the amount in controversy and consider the amount of attorneys' fees sought by plaintiff's counsel in similar cases. *See, e.g.*, *In re Apple Inc. Device Performance Litig.*, 50 F.4th 769, 784 (9th Cir. 2022) (observing that, in calculating an attorneys' fees award, "[t]he benchmark percentage is 25%"); *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011) ("[C]ourts typically calculate 25% of the fund as the benchmark for a reasonable fee award") (internal citation and quotation marks omitted); *Aseltine v. Panera, LLC*, 2021 WL 8267421, at *4 (N.D. Cal. Dec. 13, 2021) (in a case involving DeShazo's counsel, applying 25% benchmark to assess attorneys' fees for the amount in controversy); *Figueroa v. Cap. One, N.A.*, 2021 WL 211551, at *9–10 (S.D. Cal. Jan. 21, 2021) (DeShazo's counsel awarded 30% of the class settlement fund).

34. Courts also include in the amount in controversy the cost of complying with an injunction. *See Chavez v. JPMorgan Chase & Co.*, 888 F.3d 413, 416 (9th Cir. 2018). Under the Ninth Circuit's "either viewpoint" rule, the "test for determining the amount in controversy is the pecuniary result to either party which

the judgment would directly produce." *In re Ford Motor Co./Citibank (S.D.), N.A.*, 264 F.3d 952, 958 (9th Cir. 2001).

35. DeShazo seeks injunctive relief ordering Amazon to "restore [DeShazo's and the proposed class members'] full access to the functionality of their Kindle devices" to address alleged "future harms." (Compl. ¶ 90.) The cost of implementing that injunctive relief further adds to the amount in controversy.

36. DeShazo's allegations and requested relief therefore place more than $5,000,000 in controversy.

37. Amazon does not concede, however, that DeShazo or any putative class member is entitled to any relief or that Amazon is liable for any conduct alleged in this action.

D. None of CAFA's exceptions bar removal of this action.

38. This action does not fall within the exceptions to removal jurisdiction described in 28 U.S.C. §§ 1332(d)(4) and (d)(9) or 28 U.S.C. § 1453(d).

III. ALL DEFENDANTS CONSENT TO REMOVAL

39. The Amazon entities are the only defendants in this action and consent to removal.

IV. THIS FILING IS TIMELY

40. DeShazo served Amazon on June 24, 2026. This Notice of Removal is therefore timely under 28 U.S.C. § 1446(b) because Amazon filed the Notice within 30 days after the Complaint was served. *See Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 347–48 (1999) (holding formal service triggers the 30-day removal period).

V. VENUE OF REMOVED ACTION

41. The United States District Court for the Southern District of California is the proper venue for this action because this "district and division embrac[es]" San Diego County in which the Complaint was initially filed. *See* 28 U.S.C. § 1441(a).

VI. NOTICE TO THE STATE COURT

42. Pursuant to 28 U.S.C. § 1446(d), Amazon is filing a copy of this Notice of Removal with the Superior Court of the State of California, County of San Diego, where the action was originally filed. Amazon is also providing DeShazo with notice of this removal by serving her counsel with the Notice of Removal.

VII. PLEADINGS IN THE STATE COURT ACTION

43. In accordance with 28 U.S.C. § 1446(a), copies of all process, pleadings, minutes, and orders served on Amazon in this action are attached as Exhibit C. A true and correct copy of the San Diego Superior Court docket for this action is attached as Exhibit D.

VIII. NON-WAIVER OF DEFENSES

Amazon expressly reserves all of its defenses. By removing the action to this Court, Amazon does not waive any rights or defenses available under federal or state law. Amazon expressly reserves the right to move for dismissal of the Complaint pursuant to Rule 12 of the Federal Rules of Civil Procedure. Nothing in this Notice of Removal should be taken as an admission that DeShazo's allegations are sufficient to state a claim or have any substantive merit or that the proposed classes are entitled to any relief of any kind.

Dated: July 23, 2026

MORRISON & FOERSTER LLP

By: */s/ Julie Y. Park*
Julie Y. Park
Mallory A. Gitt, *pro hac vice forthcoming*

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By A. Villasenor ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

SARAH DESHAZO, on behalf of herself and all others similarly situated, Plaintiff, v. AMAZON.COM, INC. and AMAZON.COM SERVICES LLC, Defendants.	Case No. 26CU031548C **CLASS ACTION COMPLAINT** **JURY TRIAL DEMANDED**

Plaintiff Sarah DeShazo ("Plaintiff") brings this Class Action Complaint ("Complaint") against Defendants Amazon.com, Inc. and Amazon.com Services LLC (collectively, "Defendants" or "Amazon"), individually and on behalf of all others similarly situated, and alleges, upon personal knowledge as to her own actions, and upon information and belief as to all other matters, as follows:

INTRODUCTION

1. Plaintiff brings this putative class action against Amazon arising from its unfair and deceptive scheme of designing, manufacturing, distributing, advertising, marketing, and selling its

Kindle device as a wireless e-reader capable of accessing a massive online content library, then later "bricking" Kindle devices released between 2007 and 2012 by stripping their access to that library and rendering them significantly less useful than the devices promised at the time of sale.

2. For almost two decades, Amazon has consistently touted that its Kindle devices provide wireless access to hundreds of thousands of books, audiobooks, newspapers, magazines, and other materials via Amazon's digital "Kindle Store." Amazon never told consumers prior to purchase that the Kindle devices' core functionality could be reduced or eliminated for any reason, at any time, without a full refund of the purchase price.

3. But Amazon did just that. In an effort to coerce consumers into buying a newer version of the same product, Amazon abruptly "bricked" the 2007-2012 Kindle devices in May 2026 by completely stripping their ability to retrieve content from the Kindle Store and discontinuing all software support for the devices long before they had reached the end of their physical useful lives.

4. Even worse, users who attempt to "factory reset" these devices or register them to a new Amazon account are foreclosed from further using their devices at all.

5. Plaintiff thus brings this action because (1) Amazon's bricking of these devices constitutes an unfair and unlawful business practice, (2) Amazon deceived consumers at the point of purchase by misrepresenting that its devices would have access to a vast array of content for an unlimited period and omitting that it could brick these devices by removing core software functionality long before the useful life of the hardware had expired, and (3) Amazon's bricking of these devices breached the implied covenant of good faith and fair dealing in the purchase transaction by undermining the benefit of the bargain.

6. Amazon's bricking of these Kindle devices is fundamentally unfair. As the FTC has recognized, consumers generally expect that the devices they buy will work and keep working, and that includes the software necessary to make the devices work. When a company unilaterally decides to strip a device that it manufactured and sold of one of its core features long before the end of its physical useful life, that is unfair.

7. Amazon's misrepresentations at the point of sale regarding the Kindle devices' unlimited wireless access to a vast library of content, combined with its omission of its ability to

restrict users' access to that content at a time of its choosing—were also deceptive. Amazon failed to mention at the point of sale that Kindle device purchasers would eventually lose the ability to download content from the Kindle Store onto their devices at a time of Amazon's choosing, while at the same time advertising that "Kindle customers can wirelessly shop the Kindle Store, download or receive new content -- all without a PC, Wi-Fi hot spot, or syncing."

8. Plaintiff and other consumers therefore reasonably believed that their Kindle devices would continue to possess the ability to access and download content from Amazon's Kindle Store throughout their physical useful life spans because Amazon never told consumers prior to purchase that this functionality could be reduced or eliminated for any reason, at any time.

9. What's worse, Amazon seemingly "bricked" these Kindle devices to force consumers to upgrade to newer versions of the same device, thereby coercing them into purchasing a newer version of the same product.

10. Plaintiff and Class Members could not have anticipated that their Kindle devices' value and usefulness could be terminated by Amazon for any reason at all—though that is exactly what happened.

11. Amazon also breached the implied covenant of good faith and fair dealing inherent in the purchase transaction because it frustrated the fundamental basis of bargain, which was that, in exchange for the purchase price of a Kindle device, Amazon would permit consumers to use their Kindle device to access and download material from the Kindle Store's expansive library.

12. Plaintiff and Class Members would not have purchased their Kindle devices or would have paid substantially less for them had they known that their core functionality was at risk of being stripped away at a time of Amazon's choosing—or that Amazon could abandon all software support for their devices despite them having years left in their physical useful lives.

13. As Amazon itself has acknowledged, "**even the best book reader is useless without the books you want to read.**" Due to Amazon's actions, consumers' Kindle devices now fit that description. As a result of Amazon's misconduct as alleged herein, Plaintiff and the Class seek actual damages, restitution, disgorgement of profits, statutory damages, attorneys' fees and costs, public injunctive relief, and all other relief the Court deems proper.

PARTIES

14. Plaintiff Sarah DeShazo is a resident and citizen of Oceanside, County of San Diego, State of California.

15. Defendant Amazon.com, Inc., is a corporation formed and existing under the laws of Delaware with its headquarters located in the State of Washington.

16. Defendant Amazon.com Services LLC is a subsidiary of Amazon.com, Inc. and a limited liability company organized under the laws of Delaware. Defendant Amazon.com Services LLC is responsible for managing Amazon.com Inc.'s extensive e-commerce platform, including product sales.

JURISDICTION AND VENUE

17. This Court has jurisdiction over the claims set forth below pursuant to Code of Civil Procedure § 410.10 and the California Constitution, Article VI § 10, because this case is a cause not given by statute to the other trial courts.

18. Plaintiff is informed and believes that the Court has personal jurisdiction over Defendants as Defendants conduct sufficient business with sufficient minimum contacts in California, and/or otherwise intentionally avail themselves of the California market by conducting business throughout California, including in San Diego County, which has caused both obligations and liability of Defendants to arise here.

19. Venue is proper in this Court because relevant transactions occurred in this county.

FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

I. Amazon Launches the Kindle Device and Promises Consumers a Vast Selection of Downloadable Content

20. On November 19, 2007, Amazon began selling the first generation of its Kindle device. The Kindle device is a portable tablet device optimized for reading (commonly referred to as an "e-reader") and equipped with either Wi-Fi or cellular-network connectivity. The device enables users to browse, buy, download, and read e-books, newspapers, magazines, audiobooks, and other digital media via wireless networking to Amazon's virtual "Kindle Store."

21. In a November 2007 press release, Amazon introduced the Kindle device as a

"revolutionary portable reader that wirelessly downloads books, blogs, magazines and newspapers." The press release touted that, on the device, "[b]ooks can be downloaded in less than a minute and magazines, newspapers, and blogs are delivered to subscribers automatically."

22. The press release also specifically advertised the vast selection of content available to Kindle device owners for download through Amazon's Kindle Store:

> The Kindle Store currently offers more than 90,000 books, as well as hundreds of newspapers, magazines and blogs. Customers can search, browse, buy, and download from this wide selection wirelessly from their Kindle. The same Amazon shopping experience customers are accustomed to is offered in the Kindle Store, including customer reviews, personalized recommendations, 1-Click purchasing, and everyday low prices. Additionally, Kindle customers can download and read the first chapter of most Kindle books for free.
>
> Kindle customers can select from the most recognized U.S. newspapers, as well as popular magazines and journals, such as *The New York Times, Wall Street Journal, Washington Post, Atlantic Monthly, TIME and Fortune*. The Kindle Store also includes top international newspapers from France, Germany, and Ireland, including *Le Monde, Frankfurter Allgemeine and The Irish Times*.

23. The press release explained that, "[w]hen customers order a Kindle, it arrives from Amazon.com ready to use. There is no software to load or set up. Customers are immediately ready to shop, purchase, download and read from Kindle."

24. Since 2007, Amazon has introduced several different generations of the Kindle device. Since that time, Amazon's advertising and marketing has uniformly touted, without time limitation, unfettered access to browse, buy, and download content from Amazon's Kindle Store using the Kindle device.

25. For instance, in an advertisement for the Kindle device that appeared on Amazon's website in December 2009, Amazon touted that Kindle device owners can "[s]hop the Kindle store wirelessly, anytime, in the U.S. and in many countries throughout the world. No computers or cables required. Buy a book and it's delivered to your Kindle in less than sixty seconds."

26. The advertisement also boasted the "[l]arge [s]election" of over "360,000 books, including 101 of 112 New York Times® Best Sellers, plus U.S. and international newspapers, magazines, and blogs," available to Kindle device users through the Kindle Store. In bold-faced type,

the advertisement acknowledged that "**even the best book reader is useless without the books you want to read.**"

27. Similarly, in an April 2011 advertisement on its website, Amazon promoted the Kindle device as offering access to over 850,000 books, 50,000 audiobooks, and the ability to "[r]e-download books wirelessly for free, anytime" from the Kindle Store. The advertisement boasted that users,

> can search and shop the Kindle Store wirelessly right from [the] Kindle, allowing you to click, buy, and start reading your purchases in 60 seconds. The Kindle Store offers the same great Amazon.com customer experience you're used to.... We auto-deliver your selections wirelessly, so the next time you hear about a great book, just search, buy, and read.

II. <u>Amazon Abruptly Restricts the Software Functionality of Consumers' Kindle Devices</u>

28. In April 2026, Amazon sent an email to Kindle device owners informing them of its intention to severely restrict the functionality of their devices. The email stated that, starting May 20, 2026, Amazon would be "discontinuing support for Kindle devices released in 2012 or earlier." These Kindle devices include the first- and second-generation Kindle, Kindle DX and DX Graphite, Kindle Keyboard, Kindle 4, Kindle Touch, Kindle 5, first-generation Kindle Paperwhite, first- and second-generation Kindle Fire, Kindle Fire HD 7, and Kindle Fire HD 8.9 (the "Affected Kindle devices").

29. Amazon's email informed customers that, as of May 20, 2026, they would "not be able to purchase, borrow, or download" new content on the Affected Kindle devices and would "not be able to re-register or use these devices in any way" if they attempted to factory-reset the Affected Kindle devices or deregister them (*i.e.*, remove the device's linkage to the owner's Amazon account). Rather, owners of the Affected Kindle devices would merely be able to "read books already downloaded on these devices."

30. In an attempt to coerce consumers into purchasing a newer version of the same product, Amazon's email also offered Affected Kindle device owners a small discount on the purchase of a new Kindle device.

31. Due to Amazon's removal of software support and core functionality (*i.e.*, the ability to access, buy and download new content) from the Affected Kindle devices, users' devices are effectively no longer the same products that were promised to them at the point of sale.

32. To wit, none of the Affected Kindle devices have reached the end of their useful physical lives.

33. By refusing to provide further software support and download capabilities for the Affected Kindle devices, Amazon has rendered these devices essentially bricks compared to the "ready to use" e-readers consumers originally purchased, which were able to "auto-deliver [their] selections wirelessly" from the Kindle Store at the touch of a button.

34. Amazon is well-aware of widespread consumer dissatisfaction because of its decision to strip the Affected Kindle devices of their core functionality. Below is a small sampling of the online consumer complaints about this issue:

- "[J]ust received an email this morning that Kindle/Amazon are removing support for devices from 2012 and earlier. . . . My first gen Paperwhite is still going strong and I had no intentions of upgrading."
- "Quite angry about this. Amazon must make enough profit to support this surely? They are losing so much goodwill over this act and I will be buying ebooks elsewhere if the ease of downloading them to my kindle goes so they will lose money[.]"
- "My kindle touch still works perfectly! I use it all the time, great battery life, no issues! I use it to read borrowed books from the library. I'm so frustrated that my fully functioning kindle will be useless for no apparent reason!"

III. Amazon's Omissions and Contradictory Advertising

35. During the entire period Amazon has sold the Affected Kindle devices, it has uniformly omitted at the point of purchase that their software functionality could become obsolete long before the end of the useful life of the hardware of the devices.

36. Specifically, Amazon omitted at the point of sale that it could remove an Affected Kindle device owner's ability to update software; purchase, borrow, or download content from the Kindle Store; and factory-reset or deregister their Affected Kindle device.

37. Representations that were contrary to Amazon's omissions regarding the functionality of the Affected Kindle devices include, but are not limited to: (1) Amazon's statement that "[b]ooks can be downloaded in less than a minute and magazines, newspapers, and blogs are delivered to subscribers automatically"; (2) Amazon's statement that "[c]ustomers can search, browse, buy, and download from [the] wide selection [of material available on the Kindle Store] wirelessly from their

Kindle"; (3) Amazon's statement that "[c]ustomers are immediately ready to shop, purchase, download and read from Kindle"; and (4) Amazon's statement that Kindle device owners can "[s]hop the Kindle store wirelessly, anytime, in the U.S. and in many countries throughout the world."

38. Because of these affirmative statements concerning the functionality available to Affected Kindle device owners, Amazon had a duty to disclose the potential loss of functionality of the Affected Kindle devices.

39. The Affected Kindle devices' continued software functionality also formed the fundamental basis of Amazon's bargain with consumers: consumers would pay for an expensive electronic device, and in return, they would receive a device capable of browsing, purchasing, and downloading new content.

40. Consumers were not informed at or before the time of purchase that the Affected Kindle devices' core functionality could be severely limited at the time of Amazon's choosing, without full compensation to purchasers, even when the physical components of the devices continued to function without issue.

41. Due to Amazon's representations and omissions as alleged herein, consumers reasonably understood that the Affected Kindle devices would continue to function as advertised throughout their physical useful lives.

42. On information and belief, Amazon has not issued any full refunds to consumers for its bricking of the Affected Kindle devices. Instead, Amazon has done the opposite by actively encouraging consumers who bought the Affected Kindle devices to buy newer models of those devices and spend even more money on a newer version of the same product.

IV. <u>Amazon's Intentional Stripping of the Core Functionality of the Affected Kindle Devices Constitutes an Unfair "Software Tethering" and "Bricking" Practice</u>

43. Manufacturers are incentivized to render devices obsolete so that they can manufacture and sell new ones. Increasingly, by failing to support otherwise functional devices with software functionality included at sale, companies like Amazon unilaterally, and, prematurely, decide that devices are obsolete even though the actual hardware of the device itself has not run its useful life

and functions perfectly. Left with a device that is either useless or with considerably less software functionality, consumers are forced to buy updated devices—often from the same manufacturers.

44. In a recent staff report, the Federal Trade Commission ("FTC") acknowledged the harm that results when manufacturers cut back on making software updates to products like the Kindle device, eventually turning those products into non-functional "bricks" with limited to no use. As the FTC explains, the failure to provide software and the failure to disclose the duration of software support are deceptive practices that cause consumers harm that they cannot avoid:

> Manufacturers marketing a device as having certain features and then subsequently failing to provide software updates needed to maintain those features raises concerns about consumer harm resulting from deceptive practices. A representation, omission or practice is deceptive and violates the FTC Act if it is material and likely to mislead a consumer acting reasonably under the circumstances. Thus, if a manufacturer makes an express or implied representation regarding how long the product will function or be useable, it may be a deceptive practice if the manufacturer fails to disclose how long it will provide necessary software updates.
>
> Similarly, the failure to provide software updates or the failure to disclose the duration of software support raises concerns about harm consumers cannot avoid. A practice is unfair and violates the FTC Act if it is likely to cause substantial injury that could not be reasonably avoided by consumers and the injury is not outweighed by any offsetting consumer or competitive benefits that the sales practice also produces. Thus, when evaluating a manufacturer's failure to provide updates or its failure to disclose the duration of software support it is appropriate to consider the scope of injury caused by the failure, whether this injury is reasonably avoidable by consumers, and whether there may be any offsetting benefits arising from the failure to provide software updates or disclosures about the duration of software support.[1]

45. The staff report builds on a prior blog post by the FTC that notes, "there are serious issues at play when consumers purchase products that unexpectedly stop functioning due to a unilateral decision by the company that sold it. Consumers generally expect that the things they buy will work and keep working, and that includes any technical or other support necessary for essential functioning."[2]

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[1] *Smart Device Makers' Failure to Provide Updates May Leave You Smarting,* FTC Staff Perspective, Nov. 2024, available at https://www.ftc.gov/system/files/ftc_gov/pdf/smart-device-makers-failure-to-provide-software-updates-may-leave-you-smarting.pdf [https://perma.cc/EW9W-TENT].

[2] *What Happens When the Sun Sets on a Smart Product?*, FTC Business Blog, July 13, 2016, available at https://www.ftc.gov/business-guidance/blog/2016/07/what-happens-when-sun-sets-smart-product

46. Truth in Advertising ("TINA"), a non-profit organization that advocates on behalf of consumers, similarly acknowledges this practice as an increasingly prevalent false advertising practice it calls "software tethering," "which is when a manufacturer uses software to control how a connected device functions after purchase, if it continues to function at all," and may range from "taking away features that were advertised at the time of purchase or completely 'bricking' a device through software updates[.]"[3]

47. *Consumer Reports* also highlights the concern behind companies' lack of transparency in disclosing the lifespan of a device before consumers commit to purchasing:

> The refusal to disclose how long a consumer can expect their connected appliances to stay secure and retain the exciting software-based functions that a consumer may have paid extra for is an example of how efforts to turn everyday devices into internet-connected computers have left a regulatory loophole that allows manufacturers to infringe on a consumers' ability to truly own a product. . . .
>
> And consumers should know when this potential loss of features or functions will happen before they plunk down their hard-earned cash on a device or appliance. Only when consumers can see how long a manufacturer plans to stand by a connected product can they make an informed decision about what they are spending their money on. Absent this information, a consumer could spend thousands on a large appliance, only for the features they rely on to stop working in a few years.[4]

48. In response to this rapidly growing harm, *Consumer Reports* and several other groups have called on the FTC "to create clear guidance to address the issue of software tethering which leads to several consumer harms, including . . . companies selling connected devices only to render them nonfunctional later using software." This practice of "'bricking' a connected device purchased by a consumer in many cases [is an] unfair and deceptive practice[.]"[5]

49. The FTC Letter explains "how companies are using software tethers in their devices

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[3] *2025 Deceptive Ad Trends*, Consumer News, Truth in Advertising.org, Jan. 6, 2025, available at https://truthinadvertising.org/articles/2025-deceptive-ad-trends/ [https://perma.cc/J2B2-TKAV].

[4] *When Will Your Smart Appliance Turn Dumb? A Lack of Transparency Leaves Consumers in the Dark*, Consumer Reports, Sept. 25, 2024, available at https://innovation.consumerreports.org/when-will-your-smart-appliance-turn-dumb/ [https://perma.cc/49A9-YQFF].

[5] FTC Letter, Sept. 5, 2024, available at https://advocacy.consumerreports.org/research/group-letter-ftc-software-tethering/ [https://perma.cc/GKS7-SSNQ].

to infringe on a consumer's right to own the products they buy."[6] "This software-server connection tethers the device to the manufacturer, giving the manufacturer post-purchase control of the software and changing the nature of ownership."[7] As a result, "[c]onsumers increasingly face a death by a thousand cuts as connected products they purchase lose their software support or advertised features that may have prompted the original purchase."[8]

50. Recent examples of these practices in the consumer marketplace include Amazon's Halo health and wellness wearable devices, Spotify's connected Car Thing device that lasted only 22 months, the iKamand temperature regulating device that was discontinued within the same year, and Google's Dropcam cameras, to name a few.[9]

V. **Plaintiff's Experience**

51. On December 27, 2013, Plaintiff purchased a first-generation Kindle Paperwhite from Amazon's website.

52. When making her purchase, Plaintiff reasonably relied on Amazon's representations that the device would provide the ability to browse, buy, and download content from Amazon's Kindle Store for an unlimited period of time after purchase, and purchased the device with the intention of using it for that purpose.

53. After purchasing the Kindle device, Plaintiff used it almost daily to download and read e-books from Amazon's Kindle Store. To date, the physical components and functionality of Plaintiff's device continue to operate without issue.

54. Plaintiff was not informed at or before the time of purchase that her Kindle device's core functionality could be reduced or eliminated, at any time and for any reason, without full compensation to her, even when the physical components of the device continued to function without issue.

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[6] *Id.*
[7] *Id.* (citations omitted).
[8] *Id.*
[9] *Id.*

55. In April 2026, Amazon emailed Plaintiff to inform her that, as of May 20, 2026, she would not be able to purchase, borrow, or download new content on her Kindle device and would not be able to re-register or use her device in any way if she attempted to factory-reset or deregister it.

56. If Amazon had disclosed to Plaintiff that her Kindle device's core functionality would eventually be removed long before the end of its useful physical life, she would not have purchased the Kindle device or would have paid substantially less for it.

CLASS ALLEGATIONS

57. Plaintiff brings this action on behalf of herself and all other similarly situated persons. The proposed class is defined as:

> During the fullest period allowed by law, all persons residing in the United States who purchased an Affected Kindle device (the "Nationwide Class").

58. Plaintiff further brings this action individually and as a representative of all those similarly situated and the members of the following class:

> During the fullest period allowed by law, all persons residing in the State of California who purchased an Affected Kindle device (the "California Subclass").

59. The Nationwide Class and California Subclass, unless otherwise noted, are collectively referred to herein as the "Class."

60. Excluded from the Class are Defendants' current or former officers, directors, and employees; counsel for Plaintiff and Defendants; and the judicial officer to whom this lawsuit is assigned.

61. Plaintiff reserves the right to modify or amend class definitions as this litigation proceeds.

62. **Numerosity and Ascertainability**: The Class members are so numerous that joinder of each is impracticable. The precise number of Class members is unknown to Plaintiff at this time, but Plaintiff anticipates that the number and identities of Class members are administratively feasible and can be determined through appropriate discovery in the possession of Defendants and/or third parties.

63. **Existence and Predominance of Common Questions of Law and Fact**: This action

involves common questions of law and fact which predominate over any questions affecting only individual Class members. These common questions include, but are not limited to, the following:

a. Whether Class members' Kindle devices were rendered significantly less valuable and/or functional by Amazon;

b. Whether Amazon's alleged misconduct constitutes violations of the laws asserted herein;

c. Whether Amazon's alleged misconduct constitutes a breach of contract and/or the implied covenant of good faith and fair dealing;

d. Whether Class members sustained monetary loss and the proper measure of that loss; and

e. Whether Class members are entitled to other appropriate remedies.

64. **Typicality**: Plaintiff's claims are typical of the members of the Class because, *inter alia*, all Class members have been deceived (or were likely to be deceived) and have suffered similar injury by the same wrongful practices by Defendants. Plaintiff's and Class members' claims all arise from the same wrongful practices and course of conduct and are based on the same legal theories of liability.

65. **Adequacy**: Plaintiff will fairly and adequately protect the interests of Class members. Plaintiff has retained counsel experienced in complex consumer class action litigation and intends to prosecute this action vigorously. Plaintiff has no antagonistic or adverse interests to those of the Class.

66. **Superiority**: A class action is superior to other methods for resolving this controversy. Because the amount of restitution, damages, and/or penalties to which Class members may be entitled is low in comparison to the expense and burden of individual litigation, it would be impracticable for Class members to redress the wrongs done to them without a class action forum. Furthermore, on information and belief, many Class members do not know that their legal rights have been violated. Class action treatment would also conserve judicial resources and void the possibility of inconsistent judgments.

67. **Final Declaratory or Injunctive Relief**: Amazon has acted or refused to act on grounds generally applicable to each of the Class members, thereby making appropriate final

injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

68. **Particular Issues**: Plaintiff's claims consist of particular issues that are common to all members of the Class and capable of class-wide resolution that will significantly advance the litigation.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Breach of Contract Including Breach of the Implied Covenant of Good Faith and Fair Dealing (On Behalf of Plaintiff and the Class)

69. Plaintiff repeats and incorporates all the preceding allegations as if fully set forth herein.

70. Plaintiff and Class members entered into a contract with Amazon when they purchased their Affected Kindle devices.

71. Amazon breached the contract when it stripped the devices of their software functionality as alleged herein, thereby depriving the devices of the uses they were advertised to have at the point of sale.

72. In addition, a covenant of good faith and fair dealing is implied by law in all contracts and requires that Amazon exercise contractual discretion honestly and in good faith. The covenant of good faith and fair dealing requires that neither party shall do anything which will have the effect of destroying or injuring the right of the other party to receive the fruits of the contract. Good faith and fair dealing, in connection with executing contracts and discharging performance and other duties according to their terms, means preserving the spirit – not merely the letter – of the bargain.

73. Amazon breached the covenant of good faith when it exercised its discretion to unilaterally and intentionally dismantle the functionality of Plaintiff's and Class members' devices, as alleged herein, rendering the devices substantially less useful far before the end of their physical useful lives. In so doing, Amazon undermined Plaintiff's and Class Members' right to receive the benefit of the bargain.

74. Plaintiff and Class members have performed or substantially performed all obligations imposed on them under the contract.

75. Plaintiff and Class members have sustained damages because of Amazon's breach of the contract and breach of the implied covenant of good faith and fair dealing.

SECOND CAUSE OF ACTION

Violation of California's Unfair Competition Law (the "UCL"), Unfair Prong Cal. Bus. & Prof. Code §§ 17200, *et seq.* (On Behalf of Plaintiff and the Class)

76. Plaintiff repeats and incorporates all the preceding allegations as if fully set forth herein.

77. California Business & Professions Code § 17200 prohibits acts of "unfair competition," including any "unlawful, unfair, or fraudulent business act or practice."

78. A business act or practice is "unfair" under the UCL if it offends an established public policy or is immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers, and that unfairness is determined by weighing the reasons, justifications, and motives of the practice against the gravity of the harm to the alleged victims.

79. The UCL imposes strict liability. Plaintiff need not prove that Amazon intentionally or negligently engaged in unfair business practices—only that such practices occurred.

80. Amazon violated the statute's "unfair" prong by stripping the functionality of the Affected Kindle devices long before the expiration of their physical useful lives, a practice known as "bricking."

81. "Bricking" has been specifically called out by the FTC as an unfair business practice because consumers have no choice in the matter.

82. As explained by the FTC, the "failure to provide software updates or the failure to disclose the duration of a product's software support" constitutes "unfair" conduct and "violates the FTC Act" because it results in unavoidable harm to consumers and causes them substantial injury.

83. Amazon's affirmative action of limiting the functionality of consumers' devices long before the expiration of their useful lives imposes a financial detriment to consumers while benefitting Amazon.

84. Amazon caused consumers substantial injury by promising specific software features

and then stripping its devices of the promised functionality and any future software support, causing consumers to lose money as a result. The substantial injury to consumers outweighs any countervailing benefit to Amazon. Defendants' acts and practices constitute immoral, unethical, oppressive, and unscrupulous activities that are substantially injurious to consumers.

85. The harm to Plaintiff and the Class outweighs the utility of Amazon's practices. There were reasonably available alternatives to further Amazon's legitimate business interests, other than the unfair conduct described herein.

86. Had Plaintiff and Class members known that Amazon would render their devices significantly less functional by limiting almost all of their functionality, they would have paid less for the devices or would not have purchased them at all.

87. As a direct and proximate result of Amazon's actions, Plaintiff and Class members suffered damages.

88. Amazon has been unjustly enriched and should be required to disgorge its unjust profits and make restitution to Plaintiff and Class members pursuant to Cal. Bus. & Prof. Code §§ 17203 and 17204.

89. **Inadequate remedy at law.** Legal remedies available to Plaintiff and Class members are inadequate because they are not as equally prompt and certain and in other ways as efficient as equitable relief. Damages are not equally certain as restitution because the standard that governs restitution is different than the standard that governs damages. Hence, the Court may award restitution even if it determines that Plaintiff and Class members fail to sufficiently adduce evidence to support an award of damages. Damages and restitution are not necessarily the same amount. Unlike damages, restitution is not limited to the amount of money Defendants wrongfully acquired plus the legal rate of interest. Equitable relief, including restitution, entitles a plaintiff to recover all profits from the wrongdoing, even where the original funds taken have grown far greater than the legal rate of interest would recognize. Legal claims for damages are not equally certain as restitution because claims under the statutes herein entail few elements. In short, significant differences in proof and certainty establish that any potential legal claim cannot serve as an adequate remedy at law. Due to these differences in proof and certainty, equitable relief is appropriate because Plaintiff may lack an adequate remedy at

law for damages. Even if legal remedies may be available, Plaintiff seeks equitable remedies in the alternative to legal ones, which are yet uncertain.

90. Legal remedies available to Plaintiff and Class members are also inadequate because they do not address likely future harms. As of the date of this filing, Amazon has failed to either provide Plaintiff and Class members with a full refund or restore their full access to the functionality of their Kindle devices as promised at the point of sale. If Amazon is not ordered to take these or similar actions, it will continue to injure Plaintiff and Class members through the misconduct alleged herein.

THIRD CAUSE OF ACTION
Violation of California's Unfair Competition Law (the "UCL"), Fraudulent Prong
Cal. Bus. & Prof. Code §§ 17200, *et seq.*
(On Behalf of Plaintiff and the Class)

91. Plaintiff repeats and incorporates all the preceding allegations as if fully set forth herein.

92. California Business & Professions Code § 17200 prohibits acts of "unfair competition," including any "unlawful, unfair, or fraudulent business act or practice."

93. A business practice is "fraudulent" under the UCL if it is likely to deceive members of the public.

94. Amazon violated the statute's "fraudulent" prong by its misrepresentations and omissions as alleged above and by stripping the functionality of the Affected Kindle devices long before the expiration of their physical useful lives, a practice known as "bricking."

95. The UCL imposes strict liability. Plaintiff need not prove that Amazon intentionally or negligently engaged in fraudulent business practices—only that such practices occurred.

96. Plaintiff and Class members acted reasonably when they relied on Amazon's misrepresentations and omissions in purchasing their devices.

97. Had Plaintiff and Class members known that Amazon would render their devices significantly less functional by removing the bulk of their advertised features, they would have paid less for the devices or would not have purchased them at all.

98. As a direct and proximate result of Amazon's fraudulent practices, Plaintiff and Class

members have suffered damages.

99. Amazon has been unjustly enriched and should be required to disgorge its unjust profits and make restitution to Plaintiff and Class members pursuant to Cal. Bus. & Prof. Code §§ 17203 and 17204.

100. **Inadequate remedy at law**. Legal remedies available to Plaintiff and Class members are inadequate because they are not as equally prompt and certain and in other ways as efficient as equitable relief. Damages are not equally certain as restitution because the standard that governs restitution is different than the standard that governs damages. Hence, the Court may award restitution even if it determines that Plaintiff and Class members fail to sufficiently adduce evidence to support an award of damages. Damages and restitution are not necessarily the same amount. Unlike damages, restitution is not limited to the amount of money the defendant wrongfully acquired plus the legal rate of interest. Equitable relief, including restitution, entitles a plaintiff to recover all profits from the wrongdoing, even where the original funds taken have grown far greater than the legal rate of interest would recognize. Legal claims for damages are not equally certain as restitution because claims under the statutes herein entail few elements. In short, significant differences in proof and certainty establish that any potential legal claim cannot serve as an adequate remedy at law. Due to these differences in proof and certainty, equitable relief is appropriate because Plaintiff may lack an adequate remedy at law for damages. Even if legal remedies may be available, Plaintiff seeks equitable remedies in the alternative to legal ones, which are yet uncertain.

101. Legal remedies available to Plaintiff and Class members are also inadequate because they do not address likely future harms. As of the date of this filing, Amazon has failed to either provide Plaintiff and Class members with a full refund or restore their full access to the functionality of their Kindle devices as promised at the point of sale. If Amazon is not ordered to take these or similar actions, it will continue to injure Plaintiff and Class members through the misconduct alleged herein.

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FOURTH CAUSE OF ACTION
Violation of California's Unfair Competition Law (the "UCL"), Unlawful Prong
Cal. Bus. & Prof. Code §§ 17200, *et seq.*
(On Behalf of Plaintiff and the Class)

102. Plaintiff repeats and incorporates all the preceding allegations as if fully set forth herein.

103. California Business & Professions Code § 17200 prohibits acts of "unfair competition," including any "unlawful, unfair, or fraudulent business act or practice."

104. A business practice is "unlawful" under the UCL if it violates any other law or regulation.

105. The UCL imposes strict liability. Plaintiff need not prove that Amazon intentionally or negligently engaged in unlawful business practices—but only that such practices occurred.

106. Amazon's deceptive misrepresentations and omissions concerning the continuing functionality of the Affected Kindle devices, as alleged herein, violates the statute's "unlawful" prong.

107. Amazon's conduct constitutes an "unlawful" act under the UCL, because, as alleged herein, it also constitutes violations of other statutes such as the CLRA.

108. As a direct and proximate result of Amazon's unlawful practices, Plaintiff and Class members have suffered damages.

109. Amazon has been unjustly enriched and should be required to disgorge its unjust profits and make restitution to Plaintiff and Class members pursuant to Cal. Bus. & Prof. Code §§ 17203 and 17204.

110. **Inadequate remedy at law.** Legal remedies available to Plaintiff and Class members are inadequate because they are not as equally prompt and certain and in other ways as efficient as equitable relief. Damages are not equally certain as restitution because the standard that governs restitution is different than the standard that governs damages. Hence, the Court may award restitution even if it determines that Plaintiff and Class members fail to sufficiently adduce evidence to support an award of damages. Damages and restitution are not necessarily the same amount. Unlike damages, restitution is not limited to the amount of money the defendant wrongfully acquired plus the legal rate

of interest. Equitable relief, including restitution, entitles a plaintiff to recover all profits from the wrongdoing, even where the original funds taken have grown far greater than the legal rate of interest would recognize. Legal claims for damages are not equally certain as restitution because claims under the statutes herein entail few elements. In short, significant differences in proof and certainty establish that any potential legal claim cannot serve as an adequate remedy at law. Due to these differences in proof and certainty, equitable relief is appropriate because Plaintiff may lack an adequate remedy at law for damages. Even if legal remedies may be available, Plaintiff seeks equitable remedies in the alternative to legal ones, which are yet uncertain.

111. Legal remedies available to Plaintiff and Class members are also inadequate because they do not address likely future harms. As of the date of this filing, Amazon has failed to either provide Plaintiff and Class members with a full refund or restore their full access to the functionality of their Kindle devices as promised at the point of sale. If Amazon is not ordered to take these or similar actions, it will continue to injure Plaintiff and Class members through the misconduct alleged herein.

FIFTH CAUSE OF ACTION
Violation of California's Consumers Legal Remedies Act (the "CLRA")
Cal. Civ. Code §§ 1770, *et seq.*
(On Behalf of Plaintiff and the Class)
(injunctive relief only)

112. Plaintiff repeats and incorporates all the preceding allegations as if fully set forth herein.

113. Plaintiff and each Class member are "consumers" as defined by California Civil Code § 1761(d). The Affected Kindle devices are "goods" within the meaning of Cal. Civ. Code § 1761(a). Defendants' sales of the Affected Kindle devices were "transactions" within the meaning of Cal. Civ. Code § 1761(e).

114. Amazon violated the CLRA by engaging in the following practices proscribed by California Civil Code § 1770(a) in transactions with Plaintiff and Class members which were intended to result in, and did result in, the sale of goods:

a. "Representing that goods or services have . . . characteristics . . .[and] uses . . . that they do not have" (a)(5); and

b. "Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not" (a)(16);

115. Specifically, Amazon violated the CLRA by making misleading representations to consumers that users of the Affected Kindle devices would indefinitely retain the ability to update software; purchase, borrow, or download content from the Kindle Store; and factory-reset or deregister their Affected Kindle devices. Amazon further violated the CLRA by omitting at the point of sale the fact that these features could be reduced or eliminated by Amazon before the end of the physical useful life of the Affected Kindle devices.

116. Amazon was under a duty to disclose the potential loss of features and functions of its devices because Amazon had exclusive knowledge of and control over the software functionality of its devices prior to, and after, selling them.

117. Amazon's material misrepresentations and omissions as alleged herein were material to and relied upon by reasonable consumers when deciding whether to purchase their devices.

118. Had Plaintiff and Class members known that Amazon would render their devices significantly less functional by removing their core features, they would have paid less for the devices or would not have purchased them at all.

119. Plaintiff and Class members have been damaged as a result of Amazon's violations of the CLRA as alleged herein.

120. Pursuant to § 1782(a) of the CLRA, Plaintiff's counsel notified Defendants in writing by certified mail of the particular violations of § 1770 of the CLRA and demanded that they rectify the problems associated with the actions detailed above and give notice to all affected consumers of Defendants' intent to act. If Defendants fail to comply, Plaintiff will seek all available remedies. For now, Plaintiff seeks only public injunctive relief with respect to this claim.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Class, demands a jury trial on all claims so triable and judgment as follows:

(a) Certification for this matter to proceed as a class action on behalf of the Class;

(b) Declaring Amazon's practices as alleged herein to be in breach of its contract with customers;

(c) For declaratory and public injunctive relief as set forth herein;

(d) For an order requiring Amazon to disgorge and make restitution of all monies it acquired by means of the unlawful practices set forth above;

(e) For compensatory damages according to proof;

(f) For punitive damages according to proof;

(g) For reasonable attorneys' fees and costs of suit;

(h) For pre-judgment interest; and

(i) Awarding such other and further relief as this Court deems just, proper, and equitable.

DEMAND FOR JURY TRIAL

Plaintiff and all others similarly situated hereby demand trial by jury on all issues in this Complaint that are so triable.

Dated: June 5, 2026

KALIELGOLD PLLC

By: Sophia Gören Gold

Sophia G. Gold
Amanda J. Rosenberg
Jeffrey D. Kaliel

Attorneys for Plaintiff and the Class