

1 **KALIELGOLD PLLC**
2 Sophia G. Gold (SBN: 307971)
3 sgold@kalielgold.com
4 490 43rd Street, Suite 122
5 Oakland, CA 94609
6 Telephone: (202) 350-4783

Phillip M. Black (SBN 308619)
WOLF POPPER LLP
pblack@wolfpopper.com
845 Third Avenue
New York, NY 10022
Telephone: (212) 759-4600

6 **KALIELGOLD PLLC**
7 Jeffrey D. Kaliel (SBN 238293)
8 1100 15th Street NW, 4th Floor
9 Washington, D.C. 20005
10 Telephone: (202) 350-4783
11 jkaliel@kalielpllc.com

10 *Attorneys for Plaintiff and the Proposed*
11 *Class*

12 **UNITED STATES DISTRICT COURT**
13 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

15 LOUIS MOSES, individually and on
16 behalf of all others similarly situated,
17 Plaintiff,
18 v.
19 ROKU, INC.,
20 Defendant.
21
22

Case No: '26CV1422 WQHMSB
CLASS ACTION COMPLAINT
Jury Trial Demanded

23
24 Plaintiff Louis Moses (“Plaintiff”), on behalf of himself and all others similarly
25 situated, by and through his counsel, brings this complaint (“Complaint”) against Roku,
26 Inc. (“Roku,” the “Company,” or “Defendant”), and in support thereof makes the
27 allegations herein based upon personal knowledge with respect to himself, and on
28 information and belief and the investigation of counsel as to all other matters.

NATURE OF THE ACTION

1
2 1. Plaintiff files this class action lawsuit for damages and equitable relief
3 against Roku, Inc. (“Roku,” the “Company,” or “Defendant”) on behalf of himself and
4 all persons worldwide who purchased, owned, used, or leased one or more of Roku’s
5 Smart Home Cameras (“Roku Cameras”) (defined herein) prior to July 16, 2025 (the
6 “Class” as defined herein), and a California subclass, for breach of contract, breach of
7 implied warranties, unfair, deceptive, and misleading consumer practices, violations of
8 the Computer Fraud and Abuse Act, breach of quasi-contract, unjust enrichment, and
9 trespass to chattels at the expense of Plaintiff and the Classes.

10 2. On October 17, 2022, Roku launched a suite of smart home products,
11 including indoor and outdoor security cameras and video doorbells for home
12 monitoring (“Roku Cameras”).

13 3. Every Roku Camera came with a motion and sound detection feature,
14 which sent users alerts within seconds of the Roku Camera detecting motion or sound
15 (“Motion Alerts”) through the Roku Smart Home mobile app (“Roku App”) for iOS
16 and Android.

17 4. Users with a Roku Smart Home Subscription (“Roku Subscription”)
18 received access to video recordings of detected motion or sound that corresponded with
19 Motion Alerts (“Motion Recordings”). Users without a Roku Subscription received
20 access to still images of detected motion or sound that corresponded with Motion Alerts
21 (“Motion Snapshots”).

22 5. Despite marketing Motion Recordings and Motion Snapshots
23 corresponding with Motion Alerts as a key surveillance feature for home security, Roku
24 quietly removed the Motion Snapshot feature from all Roku Cameras. Thus, users
25 without a Roku Subscription can no longer review what motion or sound triggered the
26 Motion Alert, unless they purchase a Roku Subscription.

27 6. Defendant’s unfair conduct caused Plaintiff and other purchasers of Roku
28 Cameras to lose this critical feature from their Roku Cameras. Without this Motion

1 Snapshot feature, Roku Cameras are worth less than they were when originally
2 purchased. Moreover, Roku improperly coerced its customers into purchasing a Roku
3 Subscription to maintain the utility of their Roku Cameras. Had Plaintiff and other
4 purchasers known that they would lose access to this feature, they would not have
5 purchased Roku Cameras, or would have paid significantly less for them.

6 **THE PARTIES**

7 7. Plaintiff Louis Moses is a natural person who is a citizen of the United
8 States and who has been domiciled at all relevant times in San Diego, California.

9 8. Defendant Roku, Inc. is a consumer technology company incorporated in
10 the State of Delaware and with its principal place of business in San Jose, California.

11 **JURISDICTION AND VENUE**

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

16 10. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because
17 Defendant is subject to personal jurisdiction here and regularly conducts business in
18 this District, and because the Plaintiff resides in this District.

19 **FACTUAL ALLEGATIONS**

20 **I. Roku Launches its Smart Home Cameras and Smart Home Subscription**
21 **Plan**

22 11. On October 17, 2022, Roku launched a suite of smart home products,
23 including the following indoor and outdoor security cameras and video doorbells
24 (“Roku Cameras”)¹:

25
26
27 ¹ <https://www.roku.com/products/smart-home> (accessed November 18, 2025 via
28 Wayback Machine at URL

- Indoor Camera SE (Wired)
- Indoor Camera 360° SE (Wired)
- Outdoor Camera SE (Battery)
- Outdoor Wired Camera SE (12.5 foot Power Adaptor)
- Video Doorbell & Chime SE (Wired)
- Wire-Free Video Doorbell & Chime SE (Battery or Wired)
- Floodlight Camera SE (Wired)



<https://web.archive.org/web/20221017040759/https://www.roku.com/products/smart-home>).



Roku also launched the Roku App, which allowed users to control and manage their Roku Cameras remotely.

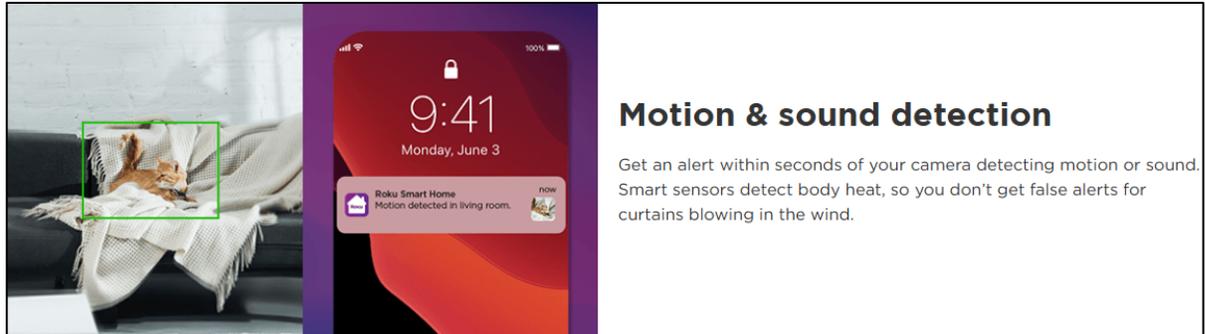
12. For certain additional features, users could purchase a Roku Smart Home Subscription (“Roku Subscription”):

October 12, 2022²

	With Subscription	Without Subscription
Live streaming	✓	✓
Cloud recording	Video clips stored for 14 days	Images only
Motion alerts	✓	✓
Sound alerts	✓	✓
Gas & CO alarm detection	✓	✓
Person detection	✓	
Package detection	✓	
Vehicle detection	✓	
Pet detection	✓	
Event filtering	✓	

² <https://www.roku.com/products/smart-home/smart-home-subscription> (accessed November 18, 2025 via Wayback Machine at URL <https://web.archive.org/web/20221012130441/https://www.roku.com/products/smart-home/smart-home-subscription>).

1 13. Included with every Roku Camera was the motion and sound detection
2 feature, which sent users alerts within seconds of the Roku Camera detecting motion
3 or sound through the Roku App (“Motion Alerts”):



4
5
6
7
8
9
10 14. With a Roku Subscription, users received access to the Roku Cloud, which
11 saved video recordings of detected motion or sound that corresponded with Motion
12 Alerts (“Motion Recordings”). These Motion Recordings were stored on the Roku
13 Cloud and were accessible in the “Events” tab on the Roku App for 14 days. For
14 example, if a subscribed user clicked on a Motion Alert notification, they would be
15 immediately directed to the Motion Recording in the Roku App.

16 15. Without a Roku Subscription, users received access to still images of
17 detected motion or sound that corresponded with Motion Alerts (“Motion Snapshots”).
18 These Motion Snapshots were stored on the Roku Cloud and were accessible in the
19 “Events” tab on the Roku App. For example, if a Roku Camera detected motion or
20 sound, a user without a Roku Subscription would receive a Motion Alert notification
21 on their mobile device that, if clicked on, would direct them to the Motion Snapshot in
22 the Roku App.

23 16. The Motion Alerts banner displayed a preview image of the detected
24 motion for both Motion Recordings and Motion Snapshots:

Motion Recordings Banner³

Motion Snapshots Banner⁴



17. In its advertising, Roku marketed Motion Alerts as a key feature of Roku Cameras. For example, the webpage advertising Roku’s Outdoor Camera SE (Battery) prominently displayed the Motion Alerts feature⁵:

³ <https://www.roku.com/products/smart-home/smart-home-subscription> (accessed on November 18, 2025 via Wayback Machine at URL <https://web.archive.org/web/20221017204133/https://www.roku.com/products/smart-home/smart-home-subscription>).

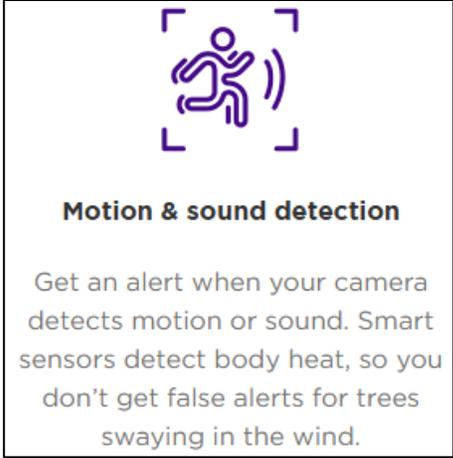
⁴ <https://www.roku.com/mobile-app/smart-home> (accessed on November 18, 2025 via Wayback Machine at URL <https://web.archive.org/web/20221017204135/https://www.roku.com/mobile-app/smart-home>).

⁵ <https://www.roku.com/products/smart-home/cameras/roku-outdoor-camera-se> (accessed November 18, 2025 via Wayback Machine at URL <https://web.archive.org/web/20221017204125/https://www.roku.com/products/smart-home/cameras/roku-outdoor-camera-se>).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



18. The webpage also emphasized Motion Alerts further down the product page under “More smart features for easy home monitoring.” The icon displayed a person and sound “captured” within a camera frame:



19. Under “Frequently Asked Questions,” the webpage also marketed the Roku Cameras as superior to surveillance cameras that simply “watch and record continuously but do not alert to activity[,]” because the Motion Alerts feature “allow[ed] users to take action in real time.”

What's the difference between surveillance cameras and security cameras?

Surveillance cameras watch and record continuously but do not alert to activity. That means to view an event, you have to go through the entire recording. That's a lot of work! Security cameras, like all Roku cameras, go one step further to keep your home safe and secure. They have sensors that alert you to motion or sound and allow you to take action in real time. With a Roku Smart Home subscription, your Roku camera records and stores these events, allowing you to view them for up to 14 days.

20. The Motion Recordings and the Motion Snapshots were key security components to the Motion Alerts because they allowed users to promptly view motion events and thus, “take action in real time.” Additionally, they allowed users to view recorded motion events (*i.e.*, image or video) as opposed to going “through the entire recording” for a select motion event.

21. Roku marketed its Roku Cameras as having access to the Motion Snapshots feature without a subscription from October 12, 2022 (*see supra*) through at least July 2, 2025.

July 2, 2025⁶

	With Subscription	Without Subscription
Live streaming	✓	✓
Cloud recording	Video clips stored for 14 days	Images only
Motion alerts	✓	✓
Sound alerts	✓	✓

22. However, by at least July 11, 2025, Roku’s website no longer listed Motion Snapshots as a feature available to users without a Roku Subscription.

⁶ <https://www.roku.com/products/smart-home/smart-home-subscription> (accessed on November 18, 2025 via Wayback Machine at URL <https://web.archive.org/web/20250702102939/https://www.roku.com/products/smart-home/smart-home-subscription>).

July 11, 2025⁷

	With Subscription	Without Subscription
Live streaming	✓	✓
Cloud recording	Video clips stored for 14 days	
Motion alerts	✓	✓
Sound alerts	✓	✓

II. Roku Quietly Removes Motion Snapshots from all Smart Home Cameras

23. On July 16, 2025, Roku quietly, and without warning, suspended access to the Motion Snapshot feature from all Roku Cameras. Accordingly, users without a subscription now only receive Motion Alerts with no corresponding image to determine what triggered the Motion Alert. If users with a Roku Subscription decide to cancel their subscription, they would no longer be able to review any prior motion events, including Motion Snapshots.

24. Although all users have access to live feeds, they do not have access to past motion events without a Roku Subscription or an inserted micro-SD card.⁸

25. Despite removing this key feature, Roku did not offer compensation, discounts, or anything else to purchasers of Roku Cameras. Rather, Roku saves money

⁷ <https://www.roku.com/products/smart-home/smart-home-subscription> (accessed on November 18, 2025 via Wayback Machine at URL <https://web.archive.org/web/20250711010204/https://www.roku.com/products/smart-home/smart-home-subscription>).

⁸ Micro SD cards are not included with the purchase of any Roku Camera. Users cannot review Motion Recordings saved on micro-SD cards through the Roku App. In order to review Motion Recordings, users must remove the micro-SD card from their Roku Camera and connect it to a computer.

1 by not having to maintain a Cloud database for users of Roku Cameras without a Roku
2 Subscription.

3 26. Plaintiff was entitled to receive full access and utility of his Roku Camera
4 and its promised features upon purchase. By quietly removing the Motion Snapshots
5 feature, Roku acted deceptively, dishonestly, and unfairly. In doing so, Roku breached
6 its contract with Plaintiff, violated the Computer Fraud and Abuse Act, and violated
7 consumer protection statutes and/or common law as further alleged herein.

8 27. Roku’s conduct has been widely criticized as dishonest and unfair.
9 Complaints from consumers regarding Roku’s conduct has proliferated on the internet,
10 including on Reddit and Roku’s own Community Support website.

11 28. On July 16, 2025, a post entitled “Subscription needed for image events”
12 on Roku’s Community Support website stated “They have always showed me the
13 image of the event after getting the notification but just today (16 July 2025) it no
14 longer always me to see the image. Do I have to have a subscription to see the image
15 in the app?”⁹ The post received over 163 replies, many of which complain of Roku’s
16 conduct:

17 a. A reply on July 19, 2025 reads: “As of July 16, 2025, Roku quietly
18 removed the ability to see motion-triggered images or recordings unless
19 you pay for a subscription. I confirmed this with Roku support. They said
20 the feature was removed because ‘still images were underutilized’ and that
21 now you need a Roku Smart Home Subscription to see events. There was
22 no warning, no email, no notification — it just stopped working. You’ll
23

24
25 ⁹ [https://community.roku.com/discussions/smart-home-devices/subscription-needed-](https://community.roku.com/discussions/smart-home-devices/subscription-needed-for-image-events/1084985)
26 [for-image-events/1084985](https://community.roku.com/discussions/smart-home-devices/subscription-needed-for-image-events/1084985) (dated July 16, 2025, last accessed November 21, 2025).
27 This post has since been deleted and is now available on the Wayback Machine at:
28 [https://web.archive.org/web/20250805070628/https://community.roku.com/discussio](https://web.archive.org/web/20250805070628/https://community.roku.com/discussions/smart-home-devices/subscription-needed-for-image-events/1084985)
[ns/smart-home-devices/subscription-needed-for-image-events/1084985](https://web.archive.org/web/20250805070628/https://community.roku.com/discussions/smart-home-devices/subscription-needed-for-image-events/1084985).

1 still get motion alerts, but now they don't include any image or video
2 unless you're paying monthly. That kind of defeats the purpose of a
3 security camera ... I used to rely on those snapshots to check what
4 triggered alerts — now it just says 'motion detected' with no info unless
5 I'm watching live. I've already filed a complaint with the BBB, and I
6 encourage others to do the same.”

7 b. Another reply on July 19, 2025 reads “I can tell you one thing I will never
8 buy any products that have to do with Roku again. There was no heads up
9 no nothing. When I bought my cameras I was under the impression of
10 what I was buying was permanent. Definitely going to do a consumer
11 protection issue on it. If anything they should at least leave the still photos
12 for the people that have had these cameras before they took it off.”

13 c. Another reply on July 19, 2025 reads: “Just plain predatory on the part of
14 Roku.”

15 d. Another reply on July 18, 2025 reads “Lots of Roku cameras showing up
16 for sale on Marketplace suddenly. People are fed up.”

17 e. Another reply on July 19, 2025 reads: “I talked to them yesterday and told
18 them I don't need a camera that only shows live streams. I think they
19 should buy my cameras back if they want to delete a service that sold me
20 on there [sic] cameras. I will tell everyone not to buy and report to better
21 business services.”

22 29. A post to Reddit on July 20, 2025, reads: “They intentionally removed the
23 ability to see motion-triggered events (even just still images) unless you pay for their
24 Smart Home subscription. This was previously free and working fine for months. They
25 rolled this out without telling anyone — no email, no app message, nothing. Basically,
26 they stripped a major feature and just left the notifications in place, even though they
27 don't show you anything now. That feels really shady, especially for people relying on
28 these cameras for home security. If something were to happen, there's no record

1 anymore ... There are a bunch of users on Roku's forums reporting the same thing, all
2 from this week ... Anyway, just wanted to warn people. This change came out of
3 nowhere and left a lot of us with basically useless hardware. Hope this helps someone
4 before they buy in."¹⁰

5 30. The online complaints alleged above are illustrative and not an exhaustive
6 recounting of the many online complaints against Roku for the conduct alleged herein.

7 31. Plaintiff Louis Moses purchased a Roku Camera in September 2024.

8 32. Prior to purchasing the Roku Camera, Plaintiff reviewed Roku's
9 marketing materials, product descriptions, and representations regarding Roku
10 Camera's features, including the availability of Motion Alerts with corresponding
11 Motion Snapshots without the need for a paid subscription.

12 33. Roku's representations regarding the availability of Motion Snapshots as
13 a standard, non-subscription feature were material to Plaintiff's purchasing decision
14 and formed part of the basis of the bargain between Plaintiff and Roku.

15 34. Plaintiff reasonably relied on these representations in deciding to purchase
16 the Roku Camera and in determining the price Plaintiff was willing to pay.

17 35. At the time of purchase, Plaintiff understood and expected that the Roku
18 Camera would provide Motion Alerts with corresponding Motion Snapshots, allowing
19 Plaintiff to visually identify what motion or sound triggered the alert without requiring
20 an ongoing paid subscription.

21 36. Plaintiff used the Roku Camera in its intended manner and for its intended
22 purpose. Plaintiff initially received the Motion Snapshots feature and relied on that
23 functionality as part of his home security system.

24

25

26 ¹⁰[https://www.reddit.com/r/assholedesign/comments/1m4svbw/roku_quietly_remove](https://www.reddit.com/r/assholedesign/comments/1m4svbw/roku_quietly_remove_d_motion_snapshots_unless_you/)
27 [d_motion_snapshots_unless_you/](https://www.reddit.com/r/assholedesign/comments/1m4svbw/roku_quietly_remove_d_motion_snapshots_unless_you/) (dated July 20, 2025; last accessed November 21,
28 2025).

1 37. On or about July 16, 2025, Roku, without prior notice, removed the
2 Motion Snapshots feature for non-subscription users, including Plaintiff. Plaintiff
3 received no prior notice, no email, no in-app notification, and no other communication
4 from Roku indicating that this feature would be removed.

5 38. Following this change, Plaintiff continues to receive Motion Alerts but is
6 no longer able to view what triggered those alerts without purchasing a Roku
7 Subscription, rendering Plaintiff's Roku Camera significantly less valuable and useful
8 than when originally purchased.

9 39. As a result of Roku's removal of the Motion Snapshots feature, Plaintiff
10 can no longer determine whether alerts correspond to meaningful security events
11 without paying additional fees.

12 40. Plaintiff has suffered economic injury as a result of Roku's conduct,
13 including but not limited to overpaying for the Roku Camera and/or receiving a product
14 worth less than what was promised at the time of sale.

15 41. Plaintiff would not have purchased the Roku Camera, or would have paid
16 substantially less for it, had he known that Roku would later remove the Motion
17 Snapshots feature or condition it on a paid subscription.

18 **III. Roku's Unilateral Removal of Motion Snapshots from all Smart Home**
19 **Cameras Constitutes a Deceptive "Software Tethering" and "Bricking"**
20 **Practice**

21 42. Manufacturers are incentivized to render devices significantly less
22 functional, and even sometimes obsolete, so that they can manufacture and sell new
23 ones. Increasingly, by failing to support otherwise functional devices with the promised
24 software functionality included at sale, companies like Defendant unilaterally, and,
25 prematurely, decide that devices are less useful or nonfunctional even though the actual
26 hardware of the device itself has not run its useful life and functions perfectly. Left
27 with a device that is either useless or with less software functionality than originally
28 advertised to consumers at the point of sale, consumers are forced to buy updated

1 devices—often from the same manufacturers.

2 43. In a recent staff report, the Federal Trade Commission (“FTC”)
3 acknowledged the harm that results when manufacturers cut back on making software
4 updates to “smart” products like the Roku Cameras, eventually turning those products
5 in non-functional “bricks” with limited to no use. As the FTC explains, the failure to
6 provide software and the failure to disclose the duration of software support is a
7 deceptive practice that cause consumer harm that they cannot avoid:

8 Manufacturers marketing a device as having certain features and then
9 subsequently failing to provide software updates needed to maintain those
10 features raises concerns about consumer harm resulting from deceptive
11 practices. A representation, omission or practice is deceptive and violates
12 the FTC Act if it is material and likely to mislead a consumer acting
13 reasonably under the circumstances. Thus, if a manufacturer makes an
14 express or implied representation regarding how long the product will
15 function or be useable, it may be a deceptive practice if the manufacturer
16 fails to disclose how long it will provide necessary software updates.

17 Similarly, the failure to provide software updates or the failure to disclose
18 the duration of software support raises concerns about harm consumers
19 cannot avoid. A practice is unfair and violates the FTC Act if it is likely
20 to cause substantial injury that could not be reasonably avoided by
21 consumers and the injury is not outweighed by any offsetting consumer or
22 competitive benefits that the sales practice also produces. Thus, when
23 evaluating a manufacturer’s failure to provide updates or its failure to
24 disclose the duration of software support it is appropriate to consider the
25 scope of injury caused by the failure, whether this injury is reasonably
26 avoidable by consumers, and whether there may be any offsetting benefits
27 arising from the failure to provide software updates or disclosures about
28 the duration of software support.¹¹

29 44. Non-profit organization, Truth in Advertising (“TINA”), similarly
30 acknowledged this practice as an increasingly prevalent false advertising practice it
31 calls “software tethering,” “which is when a manufacturer uses software to control how
32

33 ¹¹ *Smart Device Makers’ Failure to Provide Updates May Leave You Smarting*, FTC
34 Staff Perspective, November 2024, available at
35 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].

1 a connected device functions after purchase, if it continues to function at all,” and may
2 range from “taking away features that were advertised at the time of purchase or
3 completely ‘bricking’ a device through software updates[.]”¹²

4 45. Consumer Reports also highlighted the concern behind companies’ lack
5 of transparency in disclosing the lifespan of a connected smart device before consumers
6 commit to purchasing:

7 The refusal to disclose how long a consumer can expect their connected
8 appliances to stay secure and retain the exciting software-based functions
9 that a consumer may have paid extra for is an example of how efforts to
10 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. . . .

11 And consumer should know when this potential loss of features or
12 functions will happen before they plunk down their hard-earned cash on a
13 device or appliance. Only when consumers can see how long a
14 manufacturer plans to stand by a connected product can they make an
15 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.¹³

16 46. In response to this rapidly growing harm, Consumer Reports amongst
17 several other groups have called on the FTC “to create clear guidance to address the
18 issue of software tethering which leads to several consumer harms, including . . .
19 companies selling connected devices only to render them nonfunctional later using
20 software.” This practice of “‘bricking’ a connected device purchased by a consumer in
21
22

23 ¹² *2025 Deceptive Ad Trends*, Consumer News, Truth in Advertising.org, January 6,
24 2025, available at <https://truthinadvertising.org/articles/2025-deceptive-ad-trends/>
25 [<https://perma.cc/J2B2-TKAV>].

26 ¹³ *When Will Your Smart Appliance Turn Dumb? A Lack of Transparency Leaves*
27 *Consumers in the Dark*, Consumer Reports, September 25, 2024, available at
28 <https://innovation.consumerreports.org/when-will-your-smart-appliance-turn-dumb/>
[<https://perma.cc/49A9-YQFF>].

1 many cases [is an] unfair and deceptive practice[.]”¹⁴

2 47. The FTC Letter explains “how companies are using software tethers in
3 their devices to infringe on a consumer’s right to own the products they buy.”¹⁵ “This
4 software-server connection tethers the device to the manufacturer, giving the
5 manufacturer post-purchase control of the software and changing the nature of
6 ownership.”¹⁶ As a result, “[c]onsumers increasingly face a death by a thousand cuts as
7 connected products they purchase lose their software support or advertised features that
8 may have prompted the original purchase.”¹⁷

9 48. Additional recent examples of software “bricking” in the consumer
10 marketplace include Spotify’s connected Car Thing device that lasted only 22 months,
11 the iKamand temperature regulating device that was discontinued within the same year,
12 Meta’s Portal smart video-calling device, Google’s Dropcam cameras, and Amazon’s
13 Halo health and wellness wearable devices, to name a few.¹⁸

14 **CLASS ALLEGATIONS**

15 49. This action is brought by Plaintiff, for himself and on behalf of all others
16 similarly situated, as a class action pursuant to Fed. R. Civ. P. 23(a), (b)(2), and (b)(3).
17 Plaintiff seeks to represent a class of all persons worldwide who purchased one or more
18 of Roku’s Smart Home Cameras prior to July 16, 2025, and still owned the device on
19 or after that date (the “Class”).

20
21
22
23 ¹⁴ FTC Letter, September 5, 2024, available at
24 <https://advocacy.consumerreports.org/research/group-letter-ftc-software-tethering/>
[<https://perma.cc/GKS7-SSNQ>].

25 ¹⁵ *Id.*

26 ¹⁶ *Id.* (citations omitted).

27 ¹⁷ *Id.*

28 ¹⁸ *Id.* (citations omitted).

1 50. Plaintiff also seeks to represent a subclass of all persons in California who
2 purchased one or more of Roku’s Smart Home Cameras prior to July 16, 2025, and still
3 owned the device on or after that date (the “California Subclass”).

4 51. Unless specifically indicated otherwise, all allegations below concerning
5 the Class include and apply equally to the California Subclass, individually and
6 collectively.

7 52. Excluded from the Class are Roku and any person, firm, trust, corporation,
8 or other entity related to or affiliated with any of Roku’s partners, subsidiaries, affiliates
9 or joint ventures.

10 53. The members of the Class are so numerous and dispersed that it would be
11 impracticable to join them individually. At all relevant times, there were thousands of
12 purchasers, owners, users, or leasers of Roku Cameras. The precise number of Class
13 members and their identities are unknown to Plaintiff at this time but can be determined
14 through discovery.

15 54. Common questions of law and fact exist as to all members of the Class
16 and predominate over any questions affecting solely individual members of the Class.
17 Among the questions of law and fact common to Classes are:

- 18 a. Whether Roku removed the Motion Snapshots feature corresponding with
19 Motion alerts dishonestly, unfairly, and/or in bad faith;
- 20 b. Whether Roku breached its contract with purchasers of Roku Cameras;
- 21 c. Whether Roku breached the implied warranty of merchantability;
- 22 d. Whether Roku’s conduct violates California’s Consumer Legal Remedies
23 Act or Unfair Competition Law;
- 24 e. Whether Roku’s conduct violates the Computer Fraud and Abuse Act;
- 25 f. Whether, as to the California Subclass, Roku’s conduct violates the state
26 consumer protection statutes alleged herein;
- 27 g. Whether Roku’s wrongful conduct caused Plaintiff and the Class
28 damages;

- 1 h. The amount of damages suffered by Plaintiff and the Class;
- 2 i. Whether Roku’s conduct violates principles of quasi-contract;
- 3 j. Whether Roku’s conduct caused Roku to be unjustly enriched;
- 4 k. The amount of restitution to which Plaintiff and the Class are entitled;
- 5 l. Whether Plaintiff and the California Subclass members are entitled to
- 6 treble and/or punitive damages; and
- 7 m. Whether Plaintiff and the Class are entitled to a reasonable award of
- 8 attorneys’ fees, interest, and costs of suit.

9 55. Plaintiff’s claims are typical of the claims of the members of the Class
10 they seek to represent because Plaintiff purchased at least one Roku Camera and had
11 access to Motion Alerts with Motion Snapshots until July 16, 2025.

12 56. Plaintiff will adequately represent and protect the interests of the Class
13 and has no interests that conflict with or are antagonistic to the interests of Class
14 members. Plaintiff has retained attorneys who are experienced and capable of
15 prosecuting class actions and complex litigation. Plaintiff’s attorneys will actively
16 conduct and be responsible for prosecuting this litigation, and have adequate resources,
17 experience, and commitment to litigate this matter.

18 57. A class action is superior to any other method available for the fair and
19 efficient adjudication of this controversy because it would be impractical and unduly
20 burdensome for each of the individual Class members to bring a separate action. Since
21 the damages suffered by individual Class members may be relatively small, the expense
22 and burden of individual litigation make it virtually impossible for the respective Class
23 members to seek redress for the wrongful conduct alleged. Plaintiff knows of no
24 difficulty that will be encountered in the management of this litigation that would
25 preclude its maintenance as a class action. Moreover, individual litigation has the
26 potential to result in inconsistent or contradictory judgments. A class action in this case
27 presents fewer management problems and provides the benefits of a single
28 adjudication, economies of scale, and comprehensive supervision by a single court.

1 58. Defendant has acted on grounds that apply generally to the Class, such
2 that final injunctive relief or corresponding declaratory relief is appropriate respecting
3 the Class as a whole.

4 59. Class certification is also appropriate because there is a readily identifiable
5 class on whose behalf this action can be prosecuted. Class members are readily
6 ascertainable from Roku's records. A notice of pendency or resolution of this class
7 action can be provided to Class members by direct mail, email, publication notice, or
8 other similar means.

9 60. To the extent reliance is an element of any of the claims asserted herein,
10 Plaintiff and all Class members uniformly have relied on Defendant's conduct.

11 **CAUSES OF ACTION**

12 **COUNT I**
13 **BREACH OF CONTRACT, INCLUDING BREACH OF THE IMPLIED**
14 **COVENANT OF GOOD FAITH AND FAIR DEALING**
(On Behalf of the Class and the California Subclass)

15 61. Plaintiff re-alleges and incorporates all other factual allegations set forth
16 in this Complaint.

17 62. In purchasing and using Roku Cameras, Plaintiff and the Class entered
18 into a valid and enforceable contract with Roku.

19 63. One element of the valuable consideration that Roku agreed to provide to
20 Plaintiff and the Class was access to and use of the Motion Snapshots without
21 meaningful disruption.

22 64. Plaintiff and the Class performed their obligations under the contract.
23 They registered for online Roku accounts and abided by the terms of service that Roku
24 imposed. They paid the purchase price for Roku Cameras, including for the Motion
25 Snapshots feature providing still images of detected motion or sound that corresponded
26 with Motion Alerts.

27 65. Plaintiff and the Class used the Roku Cameras in a reasonably foreseeable
28 manner and in accordance with all applicable terms.

1 66. Roku committed material breaches of its contract with Plaintiff and the
2 Class by suspending access to the Motion Snapshot feature.

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

10 68. Roku breached the covenant of good faith when it exercised its discretion
11 to unilaterally and intentionally remove the Motion Snapshot feature, as described
12 above, rendering the devices less functional and less valuable. In so doing, Roku
13 undermined Plaintiff and Class Members’ right to receive the benefit of the bargain.

14 69. Roku’s suspension of the Motion Snapshot feature rendered the Roku
15 Cameras materially less valuable than promised.

16 70. Plaintiff and the Class suffered actual damages from Defendant’s breach.

17 **COUNT II**
18 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
19 **(California Commercial § 2314(2)(f))**
20 **(On Behalf of the Class and the California Subclass)**

21 71. Plaintiff re-alleges and incorporates all other factual allegations set forth
22 in this Complaint.

23 72. At all relevant times, Plaintiff and the Class used Roku Cameras in their
24 intended manner and for their intended purpose.

25 73. Pursuant to California’s implied warranty of merchantability statute, “a
26 warranty that the goods shall be merchantable is implied in a contract for their sale if
27 the seller is a merchant with respect to goods of that kind.” Cal. Com. Code § 2314(1).
28 The statute provides that “[g]oods to be merchantable must be at least such as . . . (f)

1 [c]onform to the promises or affirmations of fact made on the container or label if any.”
2 Cal. Com. Code § 2314(2)(f).

3 74. Roku is a merchant with respect to the sale of Roku Cameras. Therefore,
4 a warranty of merchantability is implied in every contract for sale of Roku Cameras to
5 California consumers.

6 75. Roku implicitly warranted, through direct-to-consumer marketing,
7 advertisements, and packaging labels, that its Roku Cameras allowed users to receive
8 Motion Alerts with Motion Snapshots, without the purchase of any subscription.
9 Because Roku removed the Motion Snapshots feature, the Roku Cameras no longer,
10 “conform to the promises or affirmations of fact made on the container or label.” Cal.
11 Com. Code § 2314(2)(f).

12 76. Therefore, the Roku Cameras are not merchantable under California law
13 and Roku has breached its implied warranty of merchantability with respect to the Roku
14 Cameras.

15 77. If Plaintiff and the Class had known that the Motion Snapshots feature
16 would be removed from their Roku Cameras, they would not have been willing to pay
17 the premium price associated with that feature or would not have purchased them at
18 all. Therefore, as a direct and/or indirect result of Roku’s breach, Plaintiff and the
19 Class have suffered injury and deserve to recover all damages afforded under the law.

20 **COUNT III**
21 **VIOLATIONS OF THE CALIFORNIA CONSUMER LEGAL REMEDIES**
22 **ACT,**
23 **(Cal. Civ. Code §§ 1750, et seq.)**
24 **(On Behalf of the Class and the California Subclass)**

25 78. Plaintiff re-alleges and incorporates all other factual allegations set forth
26 in this Complaint.

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

1 80. Defendant’s Roku Cameras are “goods” as defined by Cal. Civ. Code §
2 1761(a).

3 81. Defendant is a person under Cal. Civ. Code § 1761(c).

4 82. Plaintiff and the Class are consumers under Cal. Civ. Code § 1761(d).

5 83. Plaintiff’s purchases of Roku Cameras were “transactions” under Cal.
6 Civ. Code § 1761(e).

7 84. Defendant’s conduct constitutes unfair methods of competition and unfair
8 or deceptive acts or practices listed in this subdivision undertaken by any person in a
9 transaction intended to result or that results in the sale or lease of goods or services to
10 any consumer, in violation of the CLRA, as follows:

- 11 a. Cal. Civ. Code § 1770(a)(5) (“Representing that goods or services have
12 sponsorship, approval, characteristics, ingredients, uses, benefits, or
13 quantities that they do not have or that a person has a sponsorship,
14 approval, status, affiliation, or connection that the person does not have.”);
- 15 b. Cal. Civ. Code § 1770(a)(7) (“Representing that goods or services are of
16 a particular standard, quality, or grade, or that goods are of a particular
17 style or model, if they are of another.”);
- 18 c. Cal. Civ. Code § 1770(a)(9) (“Advertising goods or services with intent
19 not to sell them as advertised.”);
- 20 d. Cal. Civ. Code § 1770(a)(14) (“Representing that a transaction confers or
21 involves rights, remedies, or obligations that it does not have or involve,
22 or that are prohibited by law.”); and
- 23 e. Cal. Civ. Code § 1770(a)(16) (“Representing that the subject of a
24 transaction has been supplied in accordance with a previous representation
25 when it has not.”).

26 85. These misrepresentations and omissions set forth above are of material
27 facts that a reasonable person would have considered important in deciding whether or
28

1 not to purchase Defendant’s goods. Plaintiff and the Class justifiably and uniformly
2 acted or relied upon Defendant’s misrepresentations and omissions to their detriment.

3 86. Plaintiff and the other members of the Class have been, and/or continue
4 to be, injured as a direct and proximate result of Defendant’s violations of the CLRA.

5 87. Plaintiff is entitled to pursue a claim against Defendant to enjoin
6 Defendant from continuing its unfair or deceptive acts or practices under Cal. Civ.
7 Code § 1780(a) and § 1781, as well as to pursue costs and attorneys’ fees under §
8 1780(e).

9 88. Under the requirements of California Civil Code §1782(a), Plaintiff will
10 serve on Defendant a CLRA notice letter. If Defendant does not rectify these issues
11 within the time period provided by the CLRA, Plaintiff will amend this Complaint to
12 assert claims for additional relief.

13 **COUNT IV**
14 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**
15 **(the “UCL”) UNFAIR PRONG**
16 **(Cal. Bus. & Prof. Code §§ 17200, et seq.)**
17 **(On Behalf of the Class and the California Subclass)**

18 89. Plaintiff re-alleges and incorporates all other factual allegations set forth
19 in this Complaint.

20 90. California Business & Professions Code § 17200 prohibits acts of “unfair
21 competition,” including any “unlawful, unfair, or fraudulent business act or practice.”
22 Roku’s conduct related to representing that its Roku Cameras were equipped with
23 Motion Snapshots, which was marketed as a key surveillance feature for home security,
24 violates the statute’s “unfair” prong.

25 91. The UCL imposes strict liability. Plaintiff need not prove that Roku
26 intentionally or negligently engaged in unfair business practices—but only that such
27 practices occurred.

28 92. A business act or practice is “unfair” under the UCL if it offends an
established public policy or is immoral, unethical, oppressive, unscrupulous, or

1 substantially injurious to consumers, and that unfairness is determined by weighing the
2 reasons, justifications, and motives of the practice against the gravity of the harm to
3 the alleged victims.

4 93. Roku committed unfair business acts and practices in violation of Cal.
5 Bus. & Prof. Code § 17200, *et seq.*, by unilaterally removing the Motion Snapshots
6 feature from all Roku Cameras, rendering the Roku Cameras significantly less
7 functional long before the expiration of its useful life, a practice known as “bricking.”

8 94. “Bricking” has been specifically called out by the FTC as a potentially
9 unfair business practice because consumers have no choice in the matter.

10 95. As explained by the FTC, the failure to disclose the duration of a product’s
11 software support constitutes “unfair” conduct and “violates the FTC Act” because it
12 results in unavoidable harm to consumers and causes them substantial injury.

13 96. Roku’s affirmative action of stripping its Roku Cameras of their Motion
14 Snapshot function long before the expiration of their useful life imposes a financial
15 detriment to consumers while benefitting Defendant.

16 97. Roku affirmatively and knowingly represented that its Roku Cameras
17 were equipped with Motion Snapshots, which was marketed as a key surveillance
18 feature for home security, but then subsequently removed the feature on all Roku
19 Cameras for those without a Roku Subscription on July 16, 2025.

20 98. Defendant’s acts and practices offend an established public policy in the
21 marketplace and constitute immoral, unethical, oppressive, and unscrupulous activities
22 that are substantially injurious to consumers.

23 99. The harm to Plaintiff and the Class outweighs the utility of Defendant’s
24 practices. There were reasonably available alternatives to further Defendant’s
25 legitimate business interests, other than the misleading and deceptive conduct
26 described herein.

27 100. Defendant has engaged in unfair competition and unfair business practices
28 by its misconduct and omissions described above, and by knowingly and intentionally

1 concealing from Plaintiff and Class Members that the Roku Cameras would be
2 rendered less functional by Roku.

3 101. Plaintiff and Class Members acted reasonably when they relied on Roku's
4 misrepresentations and omissions in purchasing the Roku Cameras.

5 102. Had Plaintiff and Class Members known that Defendant would render the
6 Roku Cameras less functional by removing the Motion Snapshots feature, they would
7 have paid less for the Roku Cameras or would not have purchased them at all.

8 103. As a direct and proximate result of Roku's unfair practices, Plaintiff and
9 Class Members have suffered damages.

10 104. Roku has been unjustly enriched and should be required to disgorge its
11 unjust profits and make restitution to Plaintiff and Class Members pursuant to Cal. Bus.
12 & Prof. Code § 17203 and 17204.

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

1 Plaintiff seeks equitable remedies in the alternative to legal remedies which are as of
2 yet uncertain.

3 106. Legal remedies available to Plaintiff and Class Members are inadequate
4 because they do not address likely future harms. As of the date of this filing, Roku has
5 failed to restore the software functionality for the Motion Snapshots function on the
6 Roku Cameras. If Roku is not ordered to take these or similar actions, Roku will
7 continue to injure Plaintiff and Class Members through the misconduct alleged herein.

8 **COUNT V**
9 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**
10 **(the “UCL”) FRAUDULENT PRONG**
11 **(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**
12 **(On Behalf of the Class and the California Subclass)**

13 107. Plaintiff re-alleges and incorporates all other factual allegations set forth
14 in this Complaint.

15 108. California Business & Professions Code § 17200 prohibits “unfair
16 competition,” including any “unlawful, unfair, or fraudulent business act or practice.”
17 Roku’s conduct related to deceptively representing that its Roku Cameras provided the
18 Motion Snapshots feature, violates the statute’s “fraudulent” prong.

19 109. The UCL imposes strict liability. Plaintiff need not prove that Roku
20 intentionally or negligently engaged in fraudulent business practices—but only that
21 such practices occurred.

22 110. A business practice is “fraudulent” under the UCL if it is likely to deceive
23 members of the public.

24 111. Roku committed fraudulent business acts and practices in violation of Cal.
25 Bus. & Prof. Code § 17200, *et seq.*, by affirmatively and knowingly misrepresenting
26 that its Roku Cameras were equipped with Motion Snapshots, which was marketed as
27 a key surveillance feature for home security, but then subsequently removed the feature
28 on all Roku Cameras.

1 112. Defendant has engaged in fraudulent business practices by its misconduct
2 and omissions described above, and by knowingly and intentionally concealing from
3 Plaintiff and Class Members that Roku Cameras would be rendered less functional by
4 Roku.

5 113. Plaintiff and Class Members acted reasonably when they relied on Roku's
6 misrepresentations and omissions in purchasing the Roku Cameras.

7 114. Had Plaintiff and Class Members known that Defendant would render the
8 Roku Cameras less functional by removing the Motion Snapshots feature, they would
9 have paid less for the Roku Cameras or would not have purchased them at all.

10 115. As a direct and proximate result of Roku's fraudulent practices, Plaintiff
11 and Class Members have suffered damages.

12 116. Roku has been unjustly enriched and should be required to disgorge its
13 unjust profits and make restitution to Plaintiff and Class Members pursuant to Cal. Bus.
14 & Prof. Code § 17203 and 17204.

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

1 differences in proof and certainty, equitable relief is appropriate because Plaintiff may
2 lack an adequate remedy at law for damages. Even if legal remedies may be available,
3 Plaintiff seeks equitable remedies in the alternative to legal remedies which are as of
4 yet uncertain.

5 118. Legal remedies available to Plaintiff and Class Members are inadequate
6 because they do not address likely future harms. As of the date of this filing, Roku has
7 failed to restore the software functionality for the Motion Snapshots function on the
8 Roku Cameras. If Roku is not ordered to take these or similar actions, Roku will
9 continue to injure Plaintiff and Class Members through the misconduct alleged herein.

10 **COUNT VI**
11 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**
12 **(the “UCL”) UNLAWFUL PRONG**
13 **(Cal. Bus. & Prof. Code § 17200, *et seq.*)**
14 **(On Behalf of the Class and the California Subclass)**

15 119. Plaintiff re-alleges and incorporate all other factual allegations set forth in
16 this Complaint.

17 120. California Business & Professions Code § 17200 prohibits “unfair
18 competition,” including any “unlawful, unfair, or fraudulent business act or practice.”
19 Roku’s conduct related to deceptively representing that its Roku Cameras provided the
20 Motion Snapshots feature, violates the statute’s “unlawful” prong.

21 121. The UCL imposes strict liability. Plaintiff need not prove that Roku
22 intentionally or negligently engaged in fraudulent business practices—but only that
23 such practices occurred.

24 122. A business practice is “unlawful” under the UCL if it violates any other
25 law or regulation.

26 123. Roku committed unlawful business acts and practices in violation of Cal.
27 Bus. & Prof. Code § 17200, *et seq.*, by affirmatively and knowingly misrepresenting
28 that its Roku Cameras were equipped with Motion Snapshots, which was marketed as

1 a key surveillance feature for home security, but then subsequently removed the feature
2 on all Roku Cameras.

3 124. Roku’s conduct constitutes an “unlawful” act under the UCL, because as
4 alleged herein, it also constitutes violations of California’s False Advertising Law (the
5 “FAL”) and Consumer Legal Remedies Act (the “CLRA”), amongst other claims.

6 125. Defendant has engaged in unfair competition and unlawful business
7 practices by its misconduct and omissions described above, and by knowingly and
8 intentionally concealing from Plaintiff and Class Members that Roku Cameras would
9 be rendered less functional by Roku.

10 126. Plaintiff and Class Members acted reasonably when they relied on Roku’s
11 misrepresentations and omissions in purchasing the Roku Cameras.

12 127. Had Plaintiff and Class Members known that Defendant would render the
13 Roku Cameras less functional by removing the Motion Snapshots feature, they would
14 have paid less for the Roku Cameras or would not have purchased them at all.

15 128. As a direct and proximate result of Roku’s unlawful practices, Plaintiff
16 and Class Members have suffered damages.

17 129. Roku has been unjustly enriched and should be required to disgorge its
18 unjust profits and make restitution to Plaintiff and Class Members pursuant to Cal. Bus.
19 & Prof. Code § 17203 and 17204.

20 130. **Inadequate remedy at law.** Legal remedies available to Plaintiff and
21 Class Members are inadequate because they are not equally prompt and certain and in
22 other ways as efficient as equitable relief. Damages are not equally certain as restitution
23 because the standard that governs restitution is different than the standard that governs
24 damages. Hence, the Court may award restitution even if it determines that Plaintiff
25 and Class Members fail to sufficiently adduce evidence to support an award of
26 damages. Damages and restitution are not necessarily the same amount. Unlike
27 damages, restitution is not limited to the amount of money the defendant wrongfully
28 acquired plus the legal rate of interest. Equitable relief, including restitution, entitles a

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

10 131. Legal remedies available to Plaintiff and Class Members are inadequate
11 because they do not address likely future harms. As of the date of this filing, Roku has
12 failed to restore the software functionality for the Motion Snapshots function on the
13 Roku Cameras. If Roku is not ordered to take these or similar actions, Roku will
14 continue to injure Plaintiff and Class Members through the misconduct alleged herein.

15 **COUNT VII**
16 **VIOLATION OF CALIFORNIA’S FALSE ADVERTISING LAW (the “FAL”)**
17 **(Cal. Bus. & Prof. Code § 17500, *et seq.*)**
18 **(On Behalf of the Class and the California Subclass)**

19 132. Plaintiff re-alleges and incorporates and all other factual allegations set
20 forth in this Complaint.

21 133. California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code §
22 17500, states that “[i]t is unlawful for any . . . corporation . . . with intent . . . to dispose
23 of . . . personal property to induce the public to enter into any obligation relating thereto,
24 to make or disseminate or cause to be made or disseminated . . . from this state before
25 the public outcry or proclamation, or in any other manner or means whatsoever,
26 including over the Internet, any statement . . . which is untrue or misleading and which
27 is known, or which by the exercise of reasonable care should be known, to be untrue
28 or misleading”

1 134. Defendant’s material misrepresentations and omissions about the Roku
2 Camera’s Motion Snapshots feature as alleged. Herein violates Bus. & Prof. Code §
3 17500.

4 135. Defendant knew or should have known that its misrepresentations and
5 omissions were false, deceptive, and misleading.

6 136. Plaintiff and the Class Members seek an order requiring Defendant to
7 award them restitution of the money wrongfully acquired by Defendant as a means of
8 said misrepresentations.

9 137. Additionally, Plaintiff and Class Members seek an order requiring
10 Defendant to pay attorneys’ fees pursuant to Cal. Civ. Code § 1021.5.

11 138. Plaintiff incorporates by reference their allegations above regarding the
12 potential inadequacies of remedies at law.

13 **COUNT VIII**
14 **VIOLATIONS OF THE COMPUTER FRAUD AND ABUSE ACT**
15 **(18 U.S.C. § 1030, *et seq.*)**
16 **(On Behalf of the Class)**

17 139. Plaintiff re-alleges and incorporates all other factual allegations set forth
18 in this Complaint.

19 140. Roku caused Plaintiff and the Class to download and install software
20 updates on their Roku Cameras without informing them that the software updates
21 contained code that would remove the Motion Snapshots feature, diminishing the Roku
22 Cameras’ utility and performance. Plaintiff and the Class did not give Roku permission
23 to remove the Motion Snapshots feature—nor could they—as Roku did not provide
24 material information to Plaintiff and the Class regarding the updates.

25 141. Roku violated 18 U.S.C. § 1030(a) by knowingly causing the transmission
26 of software updates to Plaintiff and the Class’s devices to access, collect, and transmit
27 information to the Roku Cameras, which are protected computers as defined in 18
28 U.S.C. § 1030(e)(2)(B) because they are used in interstate commerce and/or
communication. By transmitting information to Plaintiff and the Class’s Roku

1 Cameras, Roku intentionally caused damage without authorization to the Class’s Roku
2 Cameras by impairing the ability of the Roku Cameras to operate as warranted,
3 represented, and advertised.

4 142. Roku violated 18 U.S.C. § 1030(a)(5)(A)(iii) by intentionally accessing
5 Plaintiff and the Class’s Roku Cameras—protected computers—without authorization,
6 and as a result, caused damage to Plaintiff and the Class’s Roku Cameras by impairing
7 the integrity of those Roku Cameras.

8 143. Roku’s conduct has caused loss to Plaintiff and the Class in real, economic
9 damages. Plaintiff and the Class have additionally suffered loss by reason of these
10 violations, in terms of added expense in operating their Smart Cameras, which have
11 been throttled, or in the purchase of new, unthrottled security cameras.

12 144. Unless Roku is restrained and enjoined, Roku will continue to keep Roku
13 Cameras hindered by this current and future software updates. Plaintiff’s remedy at law
14 is thus inadequate to compensate for these inflicted and threatened injuries, entitling
15 Plaintiff to remedies including injunctive relief as provided by § 1030(g).

16 145. Plaintiff and the Class seek all monetary and non-monetary relief allowed
17 by law, including damages and punitive damages, an order enjoining the acts and
18 practices described above, attorneys’ fees, and costs under the Consumer Fraud and
19 Abuse Act.

20 **COUNT IX**
21 **BREACH OF QUASI-CONTRACT AND UNJUST ENRICHMENT**
22 **(On Behalf of the Class and the California Subclass)**

23 146. Plaintiff re-alleges and incorporates all other factual allegations set forth
24 in this Complaint.

25 147. Plaintiff and the Class conferred a benefit on Roku by purchasing their
26 Roku Cameras for more than Plaintiff and the Class should have rightfully paid based
27 on Defendant’s subsequent removal of the Motion Snapshots feature as alleged herein.
28

1 Defendant knowingly removed the Motion Snapshots feature and unjustly profited
2 from doing so.

3 148. In the absence of a contract, Plaintiff and the Class have no adequate
4 remedy at law.

5 149. Defendant’s unjust enrichment can be remedied by ordering Defendant to
6 provide restitution, and to disgorge into a common fund or constructive trust, for the
7 benefit of Plaintiff and the Class, all proceeds received from Plaintiff and the Class as
8 a result of the unlawful and/or inequitable conduct described herein.

9 **COUNT X**
10 **TRESPASS TO CHATTELS**
(On Behalf of the Class and the California Subclass)

11 150. Plaintiff re-alleges and incorporate all other factual allegations set forth in
12 this Complaint.

13 151. At all relevant times alleged herein, Plaintiff and similarly situated Class
14 Members were owners of and in possession of Defendant’s Roku Cameras.

15 152. In or around July 16, 2025, Roku unlawfully took from Plaintiff’s and
16 Class Members’ possession an operational Roku Camera through its forced removal of
17 the Motion Snapshot feature from those users without a Roku Subscription, leaving
18 Plaintiff and Class Members with a significantly less useful product.

19 153. As a result of Defendant’s unlawful taking of the property, Plaintiff and
20 Class Members each sustained damages.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated,
23 request that the Court award the following relief:

- 24 A. Certify this action as a class action, appoint Plaintiff as the Class
25 representative, and designate the undersigned as Class counsel;
26 B. Declare Defendant’s conduct unlawful;
27 C. Enjoin Defendant from the unlawful conduct alleged herein;
28

1 D. Award Plaintiff and the Classes damages under common law and/or by
2 statute, including treble and/or punitive damages;

3 E. Award Plaintiff and the Classes restitution and/or disgorgement;

4 F. Award Plaintiff attorney’s fees, costs, and pre-judgment and post-
5 judgment interest; and

6 G. Grant such other and further relief as the Court may deem just and proper.

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff and the Classes demand a trial by jury on all triable issues.
9

10 Dated: March 5, 2026

KALIELGOLD PLLC

11 By: /s/ Sophia Goren Gold

12 Sophia G. Gold (SBN 307971)
13 490 43rd Street, No. 122
14 Oakland, California 94609
15 Telephone: (202) 350-483
sgold@kalielgold.com

16 Jeffrey D. Kaliei (SBN 238293)
17 **KALIELGOLD PLLC**
18 1100 15th Street NW, 4th Floor
19 Washington, D.C. 20005
Telephone: (202) 350-4783

20 Phillip M. Black (SBN 308619)
21 **WOLF POPPER LLP**
22 *pblack@wolfpopper.com*
23 845 Third Avenue
24 New York, NY 10022
Telephone: (212) 759-4600

25 *Attorneys for Plaintiff and*
26 *the Putative Class*
27
28

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Roku Facing Class Action Lawsuit After 'Quietly' Removing Motion Snapshot Feature from Smart Home Cameras](#)
