

**AKIN GUMP STRAUSS HAUER & FELD LLP**

NEAL ROSS MARDER (SBN 126879)

JOSHUA A. RUBIN (SBN 308421)

1999 Avenue of the Stars, Suite 600

Los Angeles, CA 90067-6022

Telephone: 310.229.1000

Facsimile: 310.229.1001

**AKIN GUMP STRAUSS HAUER & FELD LLP**

HYONGSOON KIM (SBN 257019)

4 Park Plaza, Suite 1900

Irvine, CA 92614-2585

Telephone: 949.885.4100

Facsimile: 949.885.4101

Attorneys for Defendant SONOS, INC.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MATTHEW STEINER, individually,  
and on behalf of all others similarly  
situated,

Plaintiffs,

v.

SONOS, INC., and DOES 1-10,  
inclusive,

Defendant.

Case No. 2:19-cv-6289

**CLASS ACTION**

**DEFENDANT SONOS, INC.'S  
NOTICE OF REMOVAL OF  
ACTION PURSUANT TO 28 U.S.C.  
§§ 1331, 1332(d)(2), 1441, 1446, AND  
1453**

[Declaration of Neal R. Marder,  
Request for Judicial Notice, Civil  
Cover Sheet, Certification and Notice  
of Interested Parties, Notice of Related  
Case, and Notice of Pendency of Other  
Actions filed concurrently]

*(Superior Court of California, Los  
Angeles County, Case No.  
19STCV21795 – Assigned to Hon.  
Maren Nelson)*

Date Action Filed: June 21, 2019

1 TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE  
2 CENTRAL DISTRICT OF CALIFORNIA:

3 PLEASE TAKE NOTICE that Defendant Sonos, Inc. (“Sonos”) hereby removes  
4 to this Court the state action *Steiner v. Sonos, Inc.*, Case No. 19STCV21795 currently  
5 pending in Superior Court, County of Los Angeles, pursuant to 28 U.S.C. §§ 1331,  
6 1332(d)(2), 1367, 1441, 1446, and 1453. In support thereof, Sonos states as follows:

7 **BACKGROUND**

8 1. On May 30, 2019, Plaintiff Matthew Steiner (“Plaintiff” or “Steiner”) filed  
9 a putative class action in this Court against Sonos, captioned *Steiner v. Sonos, Inc.*, Case  
10 No. 2:19-cv-04719 (“*Steiner I*”). *Steiner I* alleged that Sonos intentionally caused  
11 thousands of its CR100 controllers to fail by implementing a software update on those  
12 controllers in 2018. Plaintiff brought *Steiner I* on behalf of a putative class defined as  
13 “[a]ll consumers who purchased, or otherwise own, a Sonos CR100 Controller.” *Steiner*  
14 *I*, Dkt. 1 ¶ 29; *see also* Request for Judicial Notice Ex. A (*Steiner I* Complaint). *Steiner*  
15 *I* asserted six causes of action against Sonos: (1) violation of the Unfair Business  
16 Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*; (2) violation of California  
17 Consumer Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*; (3) violation of the  
18 Computer Fraud and Abuse Act (“CFAA”), 18 U.S.C. § 1030, *et seq.*; (4) violation of  
19 the California Computer Crime Law, Cal. Penal Code § 502; (5) trespass to chattels; and  
20 (6) conversion. *Steiner I*, Dkt. 1.

21 2. In the *Steiner I* complaint, Plaintiff alleged that this Court “has subject  
22 matter jurisdiction over this action under the Class Action Fairness Act of 2005, 28  
23 U.S.C. § 1332(d), because (a) at least one member of the Class is a citizen of a state  
24 different from Sonos, (b) the amount in controversy exceeds \$5,000,000, exclusive of  
25 interest and costs, (c) the Class includes more than 100 members, and (d) none of the  
26 exceptions under the subsection apply to this action.” *Steiner I*, Dkt. 1 ¶ 4.

3. On June 5, 2019, *Steiner I* was assigned to District Court Judge Percy Anderson. *Steiner I*, Dkt. 7. Later that same day, Plaintiff dismissed *Steiner I* without prejudice. *Id.* Dkt. 10.

4. On June 21, 2019, Plaintiff filed this putative class action in Los Angeles Superior Court, *Steiner v. Sonos, Inc.*, Case No. 19STCV21795 (“*Steiner II*”). *Steiner II* made substantially identical factual allegations against Sonos as *Steiner I*, and was brought on behalf of an identically defined class. Specifically, both *Steiner I* and *Steiner II* alleged that Sonos “implement[ed] a software update [for] CR100 Controllers” that caused the controllers to “fail,” and that Sonos did so “as a means of gaining an advantage over its competition in the market by rendering the devices inoperable and forcing consumers to purchase replacement devices.” *Steiner I*, Dkt. 1 ¶ 1; *Steiner II* Complaint ¶ 1. In fact, the *Steiner II* complaint largely copied and pasted the factual allegations of *Steiner I*. Compare *Steiner I*, Dkt. 1 ¶¶ 1-3, 6-11, 13-28, with *Steiner II* Complaint ¶¶ 1-3, 7-28. The *Steiner II* complaint asserted the same six causes of action as *Steiner I*, including a claim under the federal CFAA. *Steiner II* Complaint ¶¶ 52-116.

5. On June 25, 2019, Sonos was served with the Summons, Complaint, Civil Case Cover Sheet, Notice of Case Assignment, and certain other court forms pertaining to *Steiner II*. Declaration of Neal Marder (“Marder Decl.”) ¶ 3. There have been no further proceedings in this action and no other pleadings have been filed and served upon or by Sonos in this action. *Id.*

6. This Notice of Removal is filed within thirty (30) days of the completion of service, and is therefore timely. See 28 U.S.C. § 1446(b).

### **FEDERAL QUESTION JURISDICTION UNDER 28 U.S.C. § 1331**

7. Under 28 U.S.C. § 1441(a), a defendant may remove to federal district court “any civil action brought in a State court of which the district courts of the United States have original jurisdiction.” This Court has original jurisdiction over *Steiner II* because the case “arises under the . . . laws . . . of the United States,” specifically the Computer Fraud and Abuse Act (“CFAA”), 18 U.S.C. § 1030.

8. This Court may exercise supplemental jurisdiction over the state law causes of action alleged in *Steiner II* pursuant to 28 U.S.C. § 1367(a). The state law claims constitute the same “case or controversy” as the claim brought under the CFAA. In support of his CFAA claim, Plaintiff alleges that “[b]y implementing its software, Sonos intentionally accessed [CR100 controllers] without authorization, and as a result of that conduct, caused or recklessly caused damage or loss to those [devices].” *Steiner II*, Dkt. 1 ¶ 89. This same allegation, or similar allegations, forms the basis of Plaintiff’s state law claims as well. *See, e.g., id.* ¶ 56 (UCL claim premised on allegation that Sonos “forcibly modif[ied] Plaintiff’s and Class members’ devices”); *id.* ¶ 98 (California Penal Code § 502 claim premised on allegation that “Sonos implemented this software update knowingly and without permission from Plaintiff and Class members”); *id.* ¶¶ 108, 114 (trespass and conversion claims premised on allegations that Sonos wrongfully “interfered with” and “exercised dominion and control over” CR100 controllers). Because all of the claims relate to the allegation that Sonos intentionally caused thousands of CR100 controllers to fail by implementing a software update on those controllers in 2018, the federal and state claims share a common nucleus of operative facts.

#### **DIVERSITY JURISDICTION UNDER THE CLASS ACTION FAIRNESS ACT**

9. In addition to this Court having jurisdiction based on the fact that this action arises under federal law, the Court also has jurisdiction on account of diversity of citizenship pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d).

10. Under CAFA, this Court has original jurisdiction over a putative class action if (1) it involves 100 or more putative class members, (2) any class member is a citizen of a state different from any defendant, and (3) the aggregated amount in controversy exceeds \$5 million (exclusive of costs and interest). *See* U.S.C. §§ 1332(d)(2), (d)(5), and (d)(6). These requirements are satisfied here.

11. Class Size. Without conceding that Plaintiff can certify a class of any size or that he can properly represent the putative class, Sonos avers, for purpose of this



1 Notice only, that the putative class size exceeds 100 class members. Plaintiff in *Steiner*  
 2 *II* seeks to represent a class of “[a]ll consumers who purchased, or otherwise own, a  
 3 Sonos CR100 Controller.” According to Plaintiff’s allegations in both *Steiner I* and  
 4 *Steiner II*, the putative class exceeds 100 members because the number of sales of Sonos  
 5 CR100 controllers allegedly far exceeded that number. Plaintiff alleges in both of his  
 6 complaints that “the proposed class is composed of thousands of persons.” *Steiner I*,  
 7 Dkt. 1 ¶ 34; *Steiner II* Complaint ¶ 33.

8 12. Diversity of Citizenship. “[U]nder CAFA, complete diversity is not  
 9 required; ‘minimal diversity’ suffices.” *Serrano v. 180 Connect, Inc.*, 478 F.3d 1018,  
 10 1021 (9th Cir. 2007). Minimal diversity exists if any class member is a citizen of a state  
 11 different from any defendant. 28 U.S.C. § 1332(d)(2).

12 13. Sonos is a citizen of Delaware and California. “[A] corporation shall be  
 13 deemed to be a citizen of every State . . . by which it has been incorporated and of the  
 14 State where it has its principal place of business.” 28 U.S.C. § 1332(c)(1). Sonos is  
 15 organized and incorporated under the state of Delaware, and has its principal place of  
 16 business in California. *Steiner II* Complaint ¶¶ 5, 8; Request for Judicial Notice Ex. B.

17 14. At least one putative class member is a citizen of a state other than  
 18 California or Delaware. Plaintiff alleges that Sonos CR100 controllers were sold all  
 19 over the country, and are currently owned by some individuals in states other than  
 20 California and Delaware. *See Steiner II* Complaint ¶¶ 1, 21 (alleging that CR100  
 21 controllers “across the country” and “throughout the United States” were affected).

22 15. Accordingly, minimal diversity exists because Sonos is a citizen of  
 23 Delaware and California, and at least one class member is a citizen of a state other than  
 24 Delaware or California.

25 16. Amount in Controversy. Without conceding that Plaintiff can prove his  
 26 claims or that he can properly represent the putative class, Sonos avers, for purpose of  
 27 this Notice only, that Plaintiff’s claims place more than \$5 million in controversy. “The  
 28 amount in controversy is simply an estimate of the total amount in dispute, not a

prospective assessment of [the] defendant’s liability.” *Lewis v. Verizon Commc’ns, Inc.*, 627 F.3d 395, 400 (9th Cir. 2010) (on removal, defendant does not “concede liability for the entire amount” alleged in complaint). As the U.S. Supreme Court has held, a defendant’s notice of removal need only include a plausible allegation that the amount in controversy exceeds the jurisdictional threshold. *Dart Cherokee Basin Operating Co. v. Owens*, 135 S. Ct. 547, 549, 554 (2014). Moreover, the Ninth Circuit has instructed that removal is proper if, from the allegations of the complaint and the notice of removal, it is more likely than not that the amount in controversy exceeds \$5 million. *Rodriguez v. AT&T Mobility Servs., Inc.*, 728 F.3d 975, 981 (9th Cir. 2013) (overturning previous Ninth Circuit precedent requiring proof of amount in controversy to a “legal certainty” under some circumstances). This standard is satisfied here, and the amount in controversy exceeds \$5 million.

17. As an initial matter, Plaintiff acknowledged in his complaint in *Steiner I* that “the amount in controversy exceeds \$5,000,000, exclusive of interest and costs.” *Steiner I*, Dkt. 1 ¶ 4. A statement made in an earlier pleading is admissible evidence as an admission by an opposing party. *Huey v. Honeywell, Inc.*, 82 F.3d 327, 333 (9th Cir. 1996).

18. On behalf of a putative class, Plaintiff seeks to recover, among other things: (1) restitution or actual damages to Plaintiff and class members; (2) trebled damages; (3) punitive damages; and (4) injunctive and declaratory relief. *Steiner II* Complaint ¶¶ 117-124. Plaintiff alleges that as a result of Sonos’s intentional conduct, “thousands of [Sonos controllers] throughout the United States simultaneously failed.” *Id.* ¶ 21. Plaintiff alleges that Sonos “wrongfully and intentionally interfered with Plaintiff’s and Class members’ ownership, possession, and use of their [controllers], by programming, distributing, and remotely activating a software update that disabled [the controllers] and rendered [them] unusable.” *Id.* ¶ 108. Plaintiff also alleges that “[t]he purpose of Sonos’ update was to . . . induce more consumers to buy newer and higher-priced Sonos products. *Id.* ¶ 26.

19. Even putting aside Plaintiff's *admission* that the amount in controversy exceeds \$5 million, the above allegations demonstrate that the amount in controversy standard is met. When considering that Plaintiff also asserts claims for his attorneys' fees under the CLRA, punitive damages, and injunctive relief, it is even more apparent that Plaintiff's claims in this case place more than \$5 million in controversy. *See Fritsch v. Swift Transportation Co. of Arizona, LLC*, 899 F.3d 785, 794 (9th Cir. 2018) (court must include attorneys' fees recoverable by statute or contract when assessing whether amount-in-controversy requirement under CAFA is met). Accordingly, the amount in controversy requirement is satisfied. *See Guglielmino v. McKee Foods Corp.*, 506 F.3d 696, 700-01 (9th Cir. 2007) (remand denied under preponderance of the evidence standard where defendant's conservative estimates exceeded the requisite amount).

20. There are no grounds that would justify this Court in declining to exercise its jurisdiction pursuant to 28 U.S.C. § 1332(d)(3) or that would require it to decline to exercise jurisdiction pursuant to 28 U.S.C. § 1332(d)(4).

### **VENUE**

21. The United States District Court for the Central District of California is the judicial district embracing the place where this action was filed by Plaintiff and thus is the appropriate court for removal pursuant to 28 U.S.C. § 1441(a).

### **CONCLUSION**

WHEREFORE, Sonos requests that the above action now pending against it in the Superior Court, County of Los Angeles, be removed to this Court.

Dated: July 22, 2019

**AKIN GUMP STRAUSS HAUER &  
FELD LLP**  
NEAL ROSS MARDER  
HYONGSOON KIM  
JOSHUA A. RUBIN

By                     /s/ Neal R. Marder                      
Neal R. Marder  
Attorneys for Defendant SONOS, INC.

NEAL ROSS MARDER (SBN 126879)  
JOSHUA A. RUBIN (SBN 308421)  
**AKIN GUMP STRAUSS HAUER & FELD LLP**  
1999 Avenue of the Stars, Suite 600  
Los Angeles, CA 90067-6022  
Telephone: 310.229.1000  
Facsimile: 310.229.1001

HYONGSOON KIM (SBN 257019)  
**AKIN GUMP STRAUSS HAUER & FELD LLP**  
4 Park Plaza, Suite 1900  
Irvine, CA 92614-2585  
Telephone: 949.885.4100  
Facsimile: 949.885.4101

Attorneys for Defendant SONOS, INC.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MATTHEW STEINER, individually,  
and on behalf of all others similarly  
situated,

Plaintiffs,

v.

SONOS, INC., and DOES 1-10,  
inclusive,

Defendants.

Case No. 2:19-cv-6289

**DECLARATION OF NEAL R.  
MARDER IN SUPPORT OF  
DEFENDANT SONOS, INC.'S  
NOTICE OF REMOVAL**

[Notice of Removal, Request for  
Judicial Notice, Civil Cover Sheet,  
Certification and Notice of Interested  
Parties, Notice of Related Case, and  
Notice of Pendency of Other Actions  
filed concurrently]

*(Superior Court of California, Los  
Angeles County, Case No.  
19STCV21795 – Assigned to Hon.  
Maren Nelson)*

Date Action Filed: June 21, 2019

**DECLARATION OF NEAL R. MARDER**

I, Neal R. Marder, declare as follows:

1. I am a partner with the law firm of Akin Gump Strauss Hauer and Feld, LLP, counsel of record for Defendant Sonos, Inc. (“Sonos”) in the above-captioned matter. Except as otherwise stated, I have personal knowledge of the facts set forth in this declaration and, if called upon as a witness, could and would testify competently regarding these facts under oath.

2. I make this declaration in support of Sonos’s Notice of Removal and related filings.

3. On information and belief, Sonos was served by Plaintiff in this matter with the following documents on June 25, 2019: Summons and Complaint, Civil Cover Sheet and Addendum, and Notice of Case Assignment. True and correct copies of these documents are attached hereto as **Exhibit A**. On information and belief, no other documents have been filed or served by Plaintiff in this action.

4. Sonos’s Notice of Removal is timely because it is filed within 30 days of Sonos being served in this action. Moreover, even if Sonos had been served the day the case was filed (June 21, 2019), the Notice of Removal would be timely because it was filed within 30 days of June 21, 2019, taking into account the federal rule that if a deadline falls on a weekend it is extended to the next weekday. Fed. R. Civ. Proc. 6(a)(1)(C).

On July 19, 2019, I met and conferred with Plaintiff’s counsel, Todd Friedman, regarding Sonos’s deadline for a responsive pleading. During this discussion, the parties agreed that Sonos’s responsive pleading would be due thirty days after the date of Sonos’s notice of removal. Following this conversation, Mr. Friedman asked me by email message for the basis of Sonos’s anticipated removal. I informed him that Sonos would be removing both under “arising under” federal question jurisdiction and diversity jurisdiction based on the Class Action Fairness Act.

1 I declare under penalty of perjury under the laws of the United States of America  
2 that the foregoing is true and correct and was executed this 22nd day of July, 2019.

3  
4 /s/Neal R. Marder

5 Neal R. Marder  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



# Exhibit A

**ORIGINAL**

Todd M. Friedman (SBN 216752)  
 Adrian R. Bacon (SBN 280332)  
 Kelsey L. Kuberka (SBN 321619)  
 LAW OFFICES OF TODD M. FRIEDMAN, P.C.  
 21550 Oxnard St. Suite 780,  
 Woodland Hills, CA 91367  
 Phone: 323-306-4234  
 Fax: 866-633-0228  
 tfriedman@toddfllaw.com  
 abacon@toddfllaw.com  
 kkuberka@toddfllaw.com  
 Attorneys for Plaintiff, and all others similarly situated

**FILED**  
 Superior Court of California  
 County of Los Angeles

JUN 21 2019

Sherri R. Carter Executive Officer/Clerk of Court  
 By Isaac Love Deputy

**SUPERIOR COURT OF CALIFORNIA  
 FOR THE COUNTY OF LOS ANGELES**

MATTHEW STEINER, individually, and  
 on behalf of all others similarly situated,

Plaintiff,

vs.

SONOS, INC., and DOES 1-10, inclusive,  
 Defendant.

Case No.

**19STCV21795****CLASS ACTION COMPLAINT**

- (1) Violation of Unfair Business Practices Act (*Cal. Bus. & Prof. Code §§ 17200 et seq.*);
- (2) Violation of California Consumer Legal Remedies Act (*Cal. Civ. Code §§ 1750 et seq.*);
- (3) Violation of the Computer Fraud and Abuse Act (*18 U.S.C. § 1030, et seq.*);
- (4) Violation of the California Computer Crime Law (*Cal. Penal Code § 502*);
- (5) Trespass to Chattels; and
- (6) Conversion

**Jury Trial Demanded**

Plaintiff MATTHEW STEINER ("Plaintiff"), individually and on behalf of all other members of the public similarly situated, allege as follows:

**NATURE OF THE ACTION**

1. On or around July, 2018, thousands of Sonos CR100 Controllers in homes and small offices across the country failed. These failures resulted from SONOS, INC. implementing a software update that CR100 Controllers purchased prior to July, 2018. The failed Sonos CR100 Controllers displayed an error message that services were unavailable and directed consumers to "www.sonos.com/cr100". Sonos devised and executed its software update as a means of gaining an advantage over its competition in the market by rendering the

**BY FAX**

06/24/2019

1 devices inoperable and forcing consumers to purchase replacement devices. Sonos did not  
2 announce its software update would render the Sonos CR100 Controllers inoperable to  
3 consumers, and consumers did not anticipate it. With its update, Sonos acted by force to limit  
4 consumer choice instead of competing lawfully, based upon the quality and servicing of its  
5 devices.

6 2. Sonos was aware of consumers' reasonable expectation that Sonos CR100  
7 Controllers would continue to operate using current and/or updated software, regardless of the  
8 age of functioning hardware. Sonos recognized and reinforced this expectation. Consumers  
9 relied on and expected to use functioning hardware. The non-updated devices worked as  
10 expected until Sonos' software update. Sonos never disclosed to its customers that it could or  
11 would render their devices inoperable.

12 3. Sonos' unfair methods of competition and deceptive trade practices harmed  
13 people who own its CR100 Controllers. Plaintiff seeks an injunction prohibiting Sonos from  
14 hijacking their devices again, and appropriate recovery for himself and the other owners of  
15 Sonos devices affected by the software update.

#### 16 JURISDICTION AND VENUE

17 4. This class action is brought pursuant to California Code of Civil Procedure § 382.  
18 All causes of action in the instant complaint arise under California Statutes with the exception  
19 of those arising under the Computer Fraud and Abuse Act (*18 U.S.C. § 1030, et seq.*).

20 5. This Court has personal jurisdiction over Defendant, SONOS, INC., because  
21 Defendant is a Delaware Corporation, doing business in the State of California, and the causes  
22 of action arose in this State.

23 6. This matter is properly venued in the Superior Court of the State of California  
24 for the County of Los Angeles because Defendant does business within the state of California  
25 and the County of Los Angeles, and a significant portion, if not all, of the conduct giving rise  
26 to Plaintiff's claims happened here.

#### 27 THE PARTIES

1           7. Plaintiff MATTHEW STEINER (hereinafter, "Plaintiff") is a citizen and resident  
2 of the State of California, County of Los Angeles.

3           8. Defendant Sonos, Inc. (hereinafter, "Defendant") is a Delaware corporation, duly  
4 authorized and conducting business in California.

5           9. Plaintiff is informed and believes, and thereon alleges, that each and all of the  
6 acts and omissions alleged herein were performed by, or is attributable to, Defendant and/or its  
7 employees, agents, and/or third parties acting on its behalf, each acting as the agent for the other,  
8 with legal authority to act on the other's behalf. The acts of any and all of Defendant's  
9 employees, agents, and/or third parties acting on its behalf, were in accordance with, and  
10 represent, the official policy of Defendant.

11           10. Plaintiff is informed and believes, and thereon alleges, that said Defendant is in  
12 some manner intentionally, negligently, or otherwise responsible for the acts, omissions,  
13 occurrences, and transactions of each and all its employees, agents, and/or third parties acting  
14 on its behalf, in proximately causing the damages herein alleged.

15           11. At all relevant times, Defendant ratified each and every act or omission  
16 complained of herein. At all relevant times, Defendant, aided and abetted the acts and omissions  
17 as alleged herein.

18           12. The above named Defendant, and its subsidiaries and agents, are collectively  
19 referred to as "Defendants." The true names and capacities of the Defendants sued herein as  
20 DOE DEFENDANTS 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore  
21 sues such Defendants by fictitious names. Each of the Defendants designated herein as a DOE  
22 is legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to  
23 amend the Complaint to reflect the true names and capacities of the DOE Defendants when such  
24 identities become known.

25           **NATURE OF THE CASE & COMMON ALLEGATIONS OF FACT**

26           13. Prior to July, 2018, Plaintiff purchased two (2) Sonos CR100 Controllars. Those  
27 devices continued functioning up until July, 2018.

1           14. On or around July, 2018, his Sonos CR100 Controllers unexpectedly failed; they  
2 stopped connecting to personal sound devices.

3           15. Sonos caused this failure by disabling his CR100 Controllers.

4           16. Immediately after his devices failed, the screens displayed a message directing  
5 him to "www.sonos.com/cr100". A link to a website accompanied this message. He clicked on  
6 the link on his device's screen. The link was to an Sonos website stating the device would no  
7 longer be supported in future updates.

8           17. Plaintiff's devices' inoperability caused him to expend time and money.

9           18. When Plaintiff bought his Sonos CR100 Controllers, he relied on the ability to  
10 use the device and software during the lifespan of the devices. Had he known that Sonos would  
11 prevent him from doing that, he would not have bought a Sonos CR100 Controller, or he would  
12 have paid significantly less for it.

13           19. Sonos obtains substantial profits from its sales of newer model devices.

14           20. Because the Class Devices connect to the Internet, Sonos can communicate with  
15 Sonos devices after it sells them. One way to communicate with devices is by updating their  
16 software.

17           21. On or around July, 2018, thousands of Class Devices throughout the United  
18 States simultaneously failed.

19           22. But these failures did not result from any problem or error with the hardware in  
20 the Class Devices. Despite Sonos' error message, these devices were not damaged.

21           23. Sonos' deployment of these software "updates" has disrupted the use and  
22 enjoyment of consumers' devices, by systematically disabling technology lawfully purchased  
23 by consumers. These firmware updates rendered otherwise-functioning products obsolete with  
24 the click of a button. These updates harmed consumers, causing consumers to repurchase Sonos  
25 products.

26           24. Sonos purposely caused Class Devices to fail.

27           25. The failure of Class Devices resulted from code that Sonos wrote and installed  
28

06/24/2019



1 on consumers' devices.

2 26. The purpose of Sonos' update was to disable Sonos Devices purchased prior to  
3 July 2018. By doing so, Sonos sought to induce more consumers to buy newer and higher-priced  
4 Sonos products.

5 27. Consumers rely on the representations and advertisements of manufacturers in  
6 order to know which products to purchase. Price and features are important and material to  
7 consumers at the time they purchase a particular device.

8 28. Defendant's violations of the law include, but not limited to, the false advertising,  
9 marketing, representations, and sale of the falsely advertised Class Products to consumers in  
10 California.

#### 11 CLASS ACTION ALLEGATIONS

12 29. Plaintiff brings this action under California Code of Civil Procedure § 382 on  
13 behalf of the following Class (the "Class"):

14 All consumers who purchased, or otherwise own, a Sonos CR100  
15 Controller.

16 30. As used herein, the term "Class Members" shall mean and refer to the members  
17 of the Class described above.

18 31. Excluded from the Class is Defendant, its affiliates, employees, agents, and  
19 attorneys, and the Court.

20 32. Plaintiff reserves the right to amend the Class, and to add additional subclasses,  
21 if discovery and further investigation reveals such action is warranted.

22 33. *Numerosity.* Upon information and belief, the proposed class is composed of  
23 thousands of persons. The members of the class are so numerous that joinder of all members  
24 would be unfeasible and impractical.

25 34. *Commonality and Predominance.* No violations alleged in this complaint are  
26 contingent on any individualized interaction of any kind between Class members and  
27 Defendant.  
28



1           35. Rather, all claims in this matter arise from the identical, false, affirmative  
2 representations of the services, when in fact, such representations were false.

3           36. There are common questions of law and fact as to the Class Members that  
4 predominate over questions affecting only individual members, including but not limited to:

5           37. Whether Sonos' acts and practices constitute unfair methods of competition;

6           38. Whether Sonos engaged in unfair acts or practices in the conduct of trade;

7           39. Sonos' motives for devising and executing its forced modification of Class  
8 Devices;

9           40. Whether and to what extent Sonos profited both from the initial sale of Class  
10 Devices and from the consequences of Sonos' forced modification;

11           41. Whether Sonos engaged in deceptive business practices in the aftermarket and  
12 when forcibly modifying Plaintiff's and Class members' devices;

13           42. Whether Sonos violated Cal. Bus. & Prof. Code §§ 17200, et seq., Cal. Bus. &  
14 Prof. Code §§ 17500, et seq., and Cal. Civ. Code §§ 1750, et seq.;

15           43. Whether Sonos violated the Consumer Fraud and Abuse Act and the California  
16 Computer Crime Law;

17           44. Whether Sonos' conduct constitutes trespass to chattels and/or conversion;

18           45. Whether Plaintiffs and Class members are entitled to equitable relief;

19           46. Whether Sonos' unlawful, unfair, and deceptive practices harmed Plaintiffs and  
20 Class members;

21           47. Whether Sonos' conduct is substantially injurious to owners of its products;

22           48. The method of calculation and extent of damages for Plaintiffs and Class  
23 members; and

24           49. Whether Plaintiffs and the Class are entitled to restitution and, if so, in what  
25 amount.

26           50. *Typicality.* Plaintiff's claims are typical of the claims of the Class. Plaintiff, like  
27 all Class members, purchased Class Devices that Sonos unilaterally disabled and rendered  
28

1 inoperable. Each Class member's claims arise from the same tortious conduct of Sonos. All  
2 Class members were exposed to the same misrepresentations and omissions.

3 51. *Adequacy.* Plaintiff will fairly and adequately protect the interests of the Class.  
4 Plaintiff's interests do not conflict with the interests of Class members, and he has retained  
5 counsel experienced in prosecuting class action and consumer protection litigation.

#### 6 **FIRST CAUSE OF ACTION**

##### 7 **Violation of Unfair Business Practices Act**

8 **(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

9 52. Plaintiff incorporates by reference each allegation set forth above.

10 53. Actions for relief under the unfair competition law may be based on any business  
11 act or practice that is within the broad definition of the UCL. Such violations of the UCL occur  
12 as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff is required  
13 to provide evidence of a causal connection between a defendants' business practices and the  
14 alleged harm--that is, evidence that the defendants' conduct caused or was likely to cause  
15 substantial injury. It is insufficient for a plaintiff to show merely that the Defendant's conduct  
16 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory definition of  
17 unfair competition covers any single act of misconduct, as well as ongoing misconduct.

#### 18 **UNFAIR**

19 54. California Business & Professions Code § 17200 prohibits any "unfair . . .  
20 business act or practice." Defendant's acts, omissions, misrepresentations, and practices as  
21 alleged herein also constitute "unfair" business acts and practices within the meaning of the  
22 UCL in that its conduct is substantially injurious to consumers, offends public policy, and is  
23 immoral, unethical, oppressive, criminal, and unscrupulous as the gravity of the conduct  
24 outweighs any alleged benefits attributable to such conduct. There were reasonably available  
25 alternatives to further Defendant's legitimate business interests, other than the conduct  
26 described herein. Plaintiff reserves the right to allege further conduct which constitutes other  
27 unfair business acts or practices. Such conduct is ongoing and continues to this date.

- 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

4  
5  
6  
7  
8

9  
10  
11  
12  
13  
14  
15  
16

17  
18  
19  
20  
21  
22  
23  
24

25  
26

27

1           60. California Business & Professions Code § 17200 prohibits any “fraudulent ...  
2 business act or practice.” In order to prevail under the “fraudulent” prong of the UCL, a  
3 consumer must allege that the fraudulent business practice was likely to deceive members of  
4 the public.

5           61. The test for “fraud” as contemplated by California Business and Professions  
6 Code § 17200 is whether the public is likely to be deceived. Unlike common law fraud, a §  
7 17200 violation can be established even if no one was actually deceived, relied upon the  
8 fraudulent practice, or sustained any damage.

9           62. Here, not only were Plaintiff and the Class members likely to be deceived, but  
10 these consumers were actually deceived by Defendant. Such deception is evidenced by the fact  
11 that Plaintiff installed Defendant’s “software update” under the basic assumption that their  
12 products would continue to function and Defendant would not render these devices non-  
13 functioning. Plaintiff’s reliance upon Defendant’s omission is reasonable due to the unequal  
14 bargaining powers of Defendant and Plaintiff. For the same reason, it is likely that Defendant’s  
15 fraudulent business practice would deceive other members of the public.

16           63. As explained above, Defendant deceived Plaintiff and other Class Members by  
17 representing the software changes were “updates” not rendering the Class Products as being  
18 non-functioning.

19           64. Thus, Defendant’s conduct has violated the “fraudulent” prong of California  
20 Business & Professions Code § 17200.

21 **UNLAWFUL**

22           65. California Business and Professions Code Section 17200, et seq. prohibits “any  
23 unlawful...business act or practice.”

24           66. As explained above, Defendant deceived Plaintiff and other Class Members by  
25 omitting that the “update” would forcibly modify Plaintiff’s and Class members’ devices.

26           67. Defendant used force and coercion to induce Plaintiff and Class Members to  
27 “update” the Class Products, in violation of the Computer Fraud and Abuse Act, 18 U.S.C. §  
28



1 1030, et seq., and the California Computer Crime Law, Cal. Penal Code § 502. Had Defendant  
 2 not forcibly modifying Plaintiff's and Class members' Class Products, Plaintiff and Class  
 3 Members' devices would still function. Defendant's conduct therefore caused and continues to  
 4 cause economic harm to Plaintiff and Class Members.

5 68. These representations by Defendant is therefore an "unlawful" business practice  
 6 or act under Business and Professions Code Section 17200 *et seq.*

7 69. Defendant has thus engaged in unlawful, unfair, and fraudulent business acts  
 8 entitling Plaintiff and Class Members to judgment and equitable relief against Defendant, as set  
 9 forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code  
 10 section 17203, Plaintiff and Class Members seek an order requiring Defendant to immediately  
 11 cease such acts of unlawful, unfair, and fraudulent business practices and requiring Defendant  
 12 to correct its actions.

## 13 SECOND CAUSE OF ACTION

### 14 Violation of Consumer Legal Remedies Act

15 (Cal. Civ. Code § 1750 *et seq.*)

16 70. Plaintiff incorporates by reference each allegation set forth above herein.

17 71. Defendant's actions as detailed above constitute a violation of the Consumer  
 18 Legal Remedies Act, Cal. Civ. Code §1770 to the extent that Defendant violated the following  
 19 provisions of the CLRA:

- 20 a. Representing that goods or services have sponsorship, approval, characteristics,  
 21 ingredients, uses, benefits, or quantities which they do not have or that a person  
 22 has a sponsorship, approval, status, affiliation, or connection which he or she does  
 23 not have. Cal. Civ. Code § 1770(5);
- 24 b. Representing that goods or services are of a particular standard, quality, or grade,  
 25 or that goods are of a particular style or model, if they are of another. Cal. Civ.  
 26 Code § 1770(7);
- 27 c. Representing that a transaction confers or involves rights, remedies, or obligations  
 28

1 which it does not have or involve, or which are prohibited by law; *Cal. Civ. Code*  
 2 §1770(14); and

3 d. Representing that the subject of a transaction has been supplied in accordance with  
 4 a previous representation when it has not; *Cal. Civ. Code* §1770(16);

5 72. On or about April 17, 2019, through his Counsel of record, using certified mail  
 6 with a return receipt requested, Plaintiff served Defendant with notice of its violations of the  
 7 CLRA, and asked that Defendant correct, repair, replace or otherwise rectify the goods and  
 8 services alleged to be in violation of the CLRA; this correspondence advised Defendant that  
 9 they must take such action within thirty (30) calendar days, and pointed Defendant to the  
 10 provisions of the CLRA that Plaintiff believes to have been violated by Defendant. Defendant  
 11 gas not replied to this correspondence, and have thereby refused to timely correct, repair, replace  
 12 or otherwise rectify the issues raised therein.

### 13 **THIRD CAUSE OF ACTION**

#### 14 **Violation of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030, et seq.**

#### 15 **(On Behalf of the Class)**

16 73. Plaintiff incorporates the above allegations by reference.

17 74. The Consumer Fraud and Abuse Act ("CFAA") establishes a private cause of  
 18 action against a person who "knowingly accessed a computer without authorization or  
 19 exceeding authorized access," and whose prohibited access results in damage or loss in excess  
 20 of \$5,000. 18 U.S.C. § 1030(g) (referencing § 1030(c)(4)(A)(i)(I)); see also § 1030(a).

21 75. The CFAA establishes liability against whomever:

22 76. "knowingly causes the transmission of a program, information, code, or  
 23 command, and as a result of such conduct, intentionally causes damage without authorization,  
 24 to a protected computer" (§ 1030(a)(5)(A));

25 77. "intentionally accesses a protected computer without authorization, and as a  
 26 result of such conduct, recklessly causes damage" (§ 1030(a)(5)(B)); or

27 78. "intentionally accesses a protected computer without authorization, and as a  
 28



1 result of such conduct, causes damage and loss" (§ 1030(a)(5)(C)).

2 79. The term "computer" means "an electronic, magnetic, optical, electrochemical,  
3 or other high speed data processing device performing logical, arithmetic, or storage functions,  
4 and includes any data storage facility or communications facility directly related to or operating  
5 in conjunction with such device[.]" 18 U.S.C. § 1030(e)(1).

6 80. A "protected computer" is defined, in relevant part, as a computer "which is used  
7 in or affecting interstate or foreign commerce or communication." 18 U.S.C. § 1030(e)(2)(B).

8 81. "[E]xceeds authorized access" means "access[ing] a computer with authorization  
9 and ... us[ing] such access to obtain or alter information in the computer that the accesser is not  
10 entitled so to obtain or alter." 18 U.S.C. § 1030(e)(6).

11 82. "Loss" means "any reasonable cost to any victim, including the cost of  
12 responding to an offense, conducting a damage assessment, and restoring the data, program,  
13 system, or information to its condition prior to the offense, and any revenue lost, cost incurred,  
14 or other consequential damages incurred because of interruption of service." 18 U.S.C. §  
15 1030(e)(11).

16 83. Damage means "any impairment to the integrity or availability of data, a  
17 program, a system, or information." 18 U.S.C. § 1030(e)(8).

18 84. Class Devices are "computers" under the CFAA by virtue of their data processing  
19 and communication functions and their operation in conjunction with Plaintiffs' and Class  
20 members' laptop or desktop computers.

21 85. Class Devices are "protected computers" under the CFAA because they are used  
22 in and affect interstate and foreign commerce and communication, including through contact  
23 and communication with remote servers and through personal and business usages that affect  
24 interstate and foreign commerce.

25 86. Sonos knowingly and intentionally exceeded its authorized access to Plaintiff's  
26 and Class members' devices. Plaintiff and Class members did not consent to Sonos' invasive  
27 software update.  
28

1           87. By exceeding its authorized access, Sonos obtained and altered Class Devices'  
2 information, functions, and data. These communications resulted from a single act in the form  
3 of Sonos' activation of its software update.

4           88. By implementing its software update, Sonos knowingly caused the transmission  
5 of "a program, information, code, or command ... to a protected computer" and, as a result of  
6 that conduct, intentionally caused damage in violation of 18 U.S.C. § 1030(a)(5)(A).

7           89. By implementing its software update, Sonos intentionally accessed Class  
8 Devices without authorization, and as a result of that conduct, caused or recklessly caused  
9 damage or loss to those protected computers, in violation of 18 U.S.C. §§ 1030(a)(5)(B) and  
10 (a)(5)(C).

11           90. Sonos' software implementation was a single act by which Sonos intentionally  
12 accessed Plaintiff's and Class members' protected computers without authorization and by  
13 exceeding authorization. As a direct and proximate result of Sonos' CFAA violations, Sonos  
14 caused damages and loss to Plaintiff and Class members during a one-year period that exceed  
15 \$5,000 in value.

16           91. Sonos' software implementation caused damage and loss to Plaintiff and Class  
17 members, including by disabling Class Devices, eliminating or impairing Plaintiff's and Class  
18 members' use of those devices, depriving Plaintiff and Class members of the ability to use their  
19 property, causing Plaintiff and Class members to expend money, time, and labor to investigate  
20 and try to fix their disabled devices, and decreasing the value of the Class Devices.

21           92. Based on Sonos' violation of the CFAA, Plaintiff and Class members seek  
22 recovery of economic damages and all other relief provided for under 18 U.S.C. § 1030(g).

23                           **FOURTH CAUSE OF ACTION**

24                   **Violation of the California Computer Crime Law, Cal. Penal Code § 502**

25                           **(On Behalf of the Class)**

26           93. Plaintiff incorporates the above allegations by reference.

27           94. The California Computer Crime Law prohibits knowing and unauthorized access  
28

1 to computers, computer networks, and computer systems.

2 95. Class Devices are “computers” and part of a “computer network” or “computer  
3 system” under this statute. While the statute does not define “computer,” it defines “computer  
4 network” as “any system that provides communications between one or more computer systems  
5 and input/output devices, including, but not limited to, display terminals, remote systems,  
6 mobile devices, and printers connected by telecommunication facilities.” Penal Code §  
7 502(b)(2). “Computer system” is defined, in relevant part, as a “device or collection of devices,  
8 including support devices ... one or more of which contain computer programs, electronic  
9 instructions, input data, and output data, that performs functions, including, but not limited to,  
10 logic, arithmetic, data storage and retrieval, communication, and control.” Penal Code §  
11 502(b)(5).

12 96. Sonos' software update is a “computer program or software” and “computer  
13 contaminant” under Penal Code §§ 502(b)(3) and (12).

14 97. Sonos had “access” to Plaintiff's and Class members' computers, computer  
15 systems, and computer networks under Penal Code § 502(b)(1) when it implemented its remote  
16 software update.

17 98. Sonos implemented this software update knowingly and without permission from  
18 Plaintiff and Class members.

19 99. Through its software update, Sonos obtained and interfered with “data” from  
20 Class Devices under Penal Code § 502(b)(8).

21 100. Through Sonos' knowing implementation of its software update without  
22 Plaintiff's and Class members' permission, Sonos violated the California Computer Crime Law  
23 in at least the following respects:

24 101. In violation of Penal Code §§ 502(c)(1)-(2), Sonos altered and made use of Class  
25 Device data to devise and execute a scheme or artifice to defraud, deceive, or extort, and to  
26 wrongfully control or obtain money or property. Among other components of this scheme,  
27 Sonos' software update caused the Class Devices to display false error messages.  
28

1           102. In violation of Penal Code § 502(c)(3) — (4), Sonos used or caused to be used  
2 computer services, and added, altered, and damaged Class Devices' data, programs, or software.

3           103. By implementing its software update and disabling Class Devices, Sonos caused  
4 the disruption and denial of computer services to authorized users, such as Plaintiff and Class  
5 members, in violation of Penal Code § 502(c)(5).

6           104. Sonos accessed or caused to be accessed Class Devices and introduced thereon a  
7 computer contaminate—its invasive firmware update—in violation of Penal Code §§ 502(c)(7)-  
8 (8).

9           105. As an actual and proximate result of Sonos' conduct in violation of the California  
10 Computer Crime Law, Plaintiff and Class members have been damaged in an amount to be  
11 determined at trial. Under Penal Code §§ 502(e)(1) and (2), Plaintiff and Class members are  
12 entitled to compensatory damages, equitable relief, and reasonable attorneys' fees.

### 13                                   FIFTH CAUSE OF ACTION

#### 14                                   Trespass to Chattels

#### 15                                   (On Behalf of the Class)

16           106. Plaintiff incorporates the above allegations by reference.

17           107. Plaintiff and Class members owned, possessed, and used, and had a right to  
18 possess and use, their Class Devices.

19           108. Sonos wrongfully and intentionally interfered with Plaintiff's and Class members'  
20 ownership, possession, and use of their Class Devices, by programming, distributing, and  
21 remotely activating a software update that disabled Class Devices and rendered those Class  
22 Devices unusable.

23           109. Sonos' wrongful and intentional interference with Plaintiff's and Class members'  
24 ownership, possession, and use of their Class Devices caused damage to Plaintiff and Class  
25 members, including by preventing the Class Devices from operating, by impairing the condition  
26 of these devices, by reducing the value of these devices, and by depriving Plaintiff and Class  
27 members of the use of these devices for a substantial period of time. A reasonable person would  
28



1 be willing to pay significantly less for a Class Device if he or she knew that the device contained  
2 or would be updated with software preventing the device from working.

3 110. Plaintiff and Class members are entitled to recover the amount by which Sonos'  
4 software update harmed their possessory interests in Class Devices.

## 5 SIXTH CAUSE OF ACTION

### 6 CONVERSION

#### 7 (On Behalf of the Class)

8 111. Plaintiff incorporates the above allegations by reference.

9 112. Conversion is any act of dominion wrongfully exerted over another's personal  
10 property. There must exist an actual interference with one's ownership or right of possession.  
11 *Fisher v. Machado* (1996) 50 Cal.App. 4th 1069,1073, 58 Cal.Rptr. 2d 213; *Weiss v. Marcus*  
12 (1975) 51 Cal. App. 3d 590,599, 124 Cal.Rptr. 297.

13 113. Conversion is a strict liability tort. *Burlesci v. Petersen* (1998) 68 Cal.App. 4th  
14 1062, 1065, 80 Cal.Rptr. 2d 704. Generally, the converted property must be tangible. *Thrifty-*  
15 *Tel, Inc. v. Bezenek* 15 (1996) 46 Cal.App. 4th 1559, 54 Cal.Rptr.2d 468. A manual taking of  
16 the property is not necessary; it is only necessary that there be an assumption of control or  
17 ownership over the property, or that the converter has applied the property to his own use.  
18 *Oakdale Village Group v. Fong*(1996) 43 Cal. App. 4th 539, 543-544, 50 Cal.Rptr.2d 810.

19 114. By reason of the aforesaid conduct, Defendant wrongfully exercised dominion  
20 and control over Plaintiff's and Class Members' property. Defendant willfully interfered with  
21 the use and enjoyment of Plaintiff's and Class Members' property and transferred the same to  
22 themselves by virtue of coercing Plaintiff and Class Members to purchase replacement devices  
23 from Defendant.

24 115. As a direct and proximate result of the conversion of Plaintiff's and Class  
25 Members' property, Plaintiff and Class Members have sustained general and special damages  
26 in an amount according to proof.

27 116. The conduct of Defendant was despicable, fraudulent, malicious, oppressive and  
28

1 in reckless and/or conscious disregard to the rights of Plaintiff and Class Members, entitling  
2 Plaintiff and Class Members to punitive and exemplary damages in an amount sufficient to  
3 punish said Defendant and deter similar wrongdoing by others.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff, on behalf of himself and the Class, respectfully request that  
6 this Court:

7 117. Certify this case as a class action, appoint Plaintiff as Class representative, and  
8 appoint the undersigned counsel as Class counsel;

9 118. Enter injunctive and declaratory relief as appropriate under applicable law;

10 119. Order restitution or actual damages to Plaintiff and Class members;

11 120. Award Plaintiff and Class members trebled damages along with pre-and post-  
12 judgment interest, as prescribed by law;

13 121. Award punitive damages, as permitted by law, in an amount to be determined by  
14 the jury or the Court;

15 122. Order Sonos to provide notice to the Class of this action and of the remedies  
16 entered by the Court;

17 123. Award reasonable attorneys' fees and costs as permitted by law; and

18 124. Enter such other and further relief as may be just and proper.

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff hereby demands a jury trial on all issues, so triable.

21  
22 Dated: June 21, 2019

Respectfully submitted,

23 LAW OFFICES OF TODD M. FRIEDMAN, PC

24  
25 By: 

TODD M. FRIEDMAN, ESQ.

26 Attorney for Plaintiff Matthew Steiner  
27  
28

06/24/2019



ORIGINAL

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Todd M. Friedman, Esq. SBN 216752 Law Offices of Todd M. Friedman 21550 Oxnard St., Suite 780 Woodland Hills, CA 91367 TELEPHONE NO.: 323-306-4234 FAX NO.: 866-633-0228 ATTORNEY FOR (Name): Plaintiff, Matthew Steiner		FOR COURT USE ONLY <b>FILED</b> Superior Court of California County of Los Angeles JUN 21 2019 Sherri R. Carter, Executive Officer/Clerk of Court By <u>Isaac Lovg</u> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse		CASE NUMBER: <b>19STCV21795</b> JUDGE: DEPT:
CASE NAME: Matthew Steiner v. Sonos, Inc., et al.		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	---

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 6
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 21, 2019

Todd M. Friedman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

BY FAX

06/24/2019

CM-010

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller  
Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

**ORIGINAL**SHORT TITLE **Matthew Steiner v. Sonos, Inc., et al.**CASE NUMBER **19STCV21795**

**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

**Applicable Reasons for Choosing Court Filing Location (Column C)**

- |  |  |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides.  |
| 2. Permissive filing in central district.  | 8. Location wherein defendant/respondent functions wholly.   |
| 3. Location where cause of action arose.   | 9. Location where one or more of the parties reside.   |
| 4. Mandatory personal injury filing in North District.                           | 10. Location of Labor Commissioner Office.   |
| 5. Location where performance required or defendant resides.                     | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle.                          |  |

Auto  
TortOther Personal Injury/Property  
Damage/Wrongful Death Tort

<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

BY FAX

06/24/2019



SHORT TITLE: <b>Matthew Steiner v. Sonos, Inc., et al.</b>	CASE NUMBER
--	-------------

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Non-Personal Injury/Property Damage/Wrongful Death Tort</b>	Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
<b>Employment</b>	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
<b>Contract</b>	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
<b>Real Property</b>	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6050 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
<b>Unlawful Detainer</b>	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: Matthew Steiner v. Sonos, Inc., et al.		CASE NUMBER	
A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above	
Judicial Review	Asset Forfeiture (05) <input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6	
	Petition re Arbitration (11) <input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5	
	Writ of Mandate (02) <input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2	
	Other Judicial Review (39) <input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03) <input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8	
	Construction Defect (10) <input type="checkbox"/> A6007 Construction Defect	1, 2, 3	
	Claims Involving Mass Tort (40) <input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8	
	Securities Litigation (28) <input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8	
	Toxic Tort Environmental (30) <input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8	
	Insurance Coverage Claims from Complex Case (41) <input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8	
Enforcement of Judgment	Enforcement of Judgment (20) <input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9	
	RICO (27) <input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8	
	Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42) <input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
		Partnership Corporation Governance (21) <input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
		Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43) <input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition

SHORT TITLE: <b>Matthew Steiner v. Sonos, Inc., et al.</b>	CASE NUMBER
--	-------------

**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

<b>REASON:</b> <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			<b>ADDRESS:</b>    
<b>CITY:</b>  	<b>STATE:</b>  	<b>ZIP CODE:</b>  	

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the Central Judicial District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: June 21, 2019

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

<b>SUPERIOR COURT OF CALIFORNIA</b> <b>COUNTY OF LOS ANGELES</b>		Reserved for Clerk's File Stamp  <div style="text-align: center;"> <b>FILED</b>          Superior Court of California          County of Los Angeles  <b>06/21/2019</b>          Sherri R. Carter, Executive Officer / Clerk of Court          By: <u>Isaac Lovo</u>, Deputy       </div>
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012		
<b>NOTICE OF CASE ASSIGNMENT</b>  <b>UNLIMITED CIVIL CASE</b>		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: <b>19STCV21795</b>

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Maren Nelson	17					

Given to the Plaintiff/Cross-Complainant/Attorney of Record

Sherri R. Carter, Executive Officer / Clerk of Court

on 06/21/2019  
 (Date)

By Isaac Lovo, Deputy Clerk



**INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES**

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

**APPLICATION**

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

**PRIORITY OVER OTHER RULES**

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

**CHALLENGE TO ASSIGNED JUDGE**

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

**TIME STANDARDS**

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

**COMPLAINTS**

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

**CROSS-COMPLAINTS**

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

**STATUS CONFERENCE**

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

**FINAL STATUS CONFERENCE**

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

**SANCTIONS**

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

**This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.**

**Class Actions**

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

**\*Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

NEAL ROSS MARDER (SBN 126879)  
JOSHUA A. RUBIN (SBN 308421)  
**AKIN GUMP STRAUSS HAUER & FELD LLP**  
1999 Avenue of the Stars, Suite 600  
Los Angeles, CA 90067-6022  
Telephone: 310.229.1000  
Facsimile: 310.229.1001

HYONGSOON KIM (SBN 257019)  
**AKIN GUMP STRAUSS HAUER & FELD LLP**  
4 Park Plaza, Suite 1900  
Irvine, CA 92614-2585  
Telephone: 949.885.4100  
Facsimile: 949.885.4101

Attorneys for Defendant SONOS, INC.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MATTHEW STEINER, individually,  
and on behalf of all others similarly  
situated,

Plaintiffs,

v.

SONOS, INC., and DOES 1-10,  
inclusive,

Defendants.

Case No. 2:19-cv-6289

**DEFENDANT SONOS, INC.'S  
REQUEST FOR JUDICIAL  
NOTICE IN SUPPORT OF NOTICE  
OF REMOVAL**

[Notice of Removal, Declaration of  
Neal R. Marder, Civil Cover Sheet,  
Certification and Notice of Interested  
Parties, Notice of Related Case, and  
Notice of Pendency of Other Actions  
filed concurrently]

*(Superior Court of California, Los  
Angeles County, Case No.  
19STCV21795 – Assigned to Hon.  
Maren Nelson)*

Date Action Filed: June 21, 2019

**REQUEST FOR JUDICIAL NOTICE**

Pursuant to Federal Rule of Evidence 201, Defendant Sonos, Inc. (“Sonos”) respectfully requests that the Court take judicial notice of the contents the following documents:

1. The Complaint in the action *Matthew Steiner v. Sonos, Inc.*, C.D. Cal. Case No. 2:19-cv-04719-PA-MAA, attached hereto as **Exhibit A**.

2. Sonos, Inc.’s Statement of Information filed with the California Secretary of State on June 18, 2018, attached hereto as **Exhibit B**.

The Court should take judicial notice of these documents as they are capable of accurate and ready determination by resort to public records whose accuracy cannot be reasonably questioned. *See Fed. R. Evid.* 201(b); *Mack v. South Bay Beer Distribs., Inc.*, 798 F.2d 1279, 1282 (9th Cir. 1986) (finding courts may properly look to matters of public record) (abrogated on other grounds in *Astoria Fed. Sav. & Loan Ass’n v. Solimino*, 501 U.S. 104, 107 (1991)).

Exhibit A is a pleading filed in a prior case in this Court. Courts routinely take judicial notice of prior court filings. *Reyn’s Pasta Bella, LLC v. Visa USA, Inc.*, 442 F.3d 741, 746 n.6 (9th Cir. 2006) (“We may take judicial notice of court filings and other matters of public record.”); *Asberry v. Money Store*, No. 2:18-CV-01291-ODW (PLAx), 2018 WL 3807806, at \*1 (C.D. Cal. Aug. 8, 2018) (“Public court filings are not typically subject to dispute, and thus are generally proper matters to judicially notice.”).

///

///

///

///

///

///

///

1 Exhibit B is a public document filed with the California Secretary of State. These  
2 types of public filings are subject to judicial notice. *Fox Hollow of Turlock Owner's*  
3 *Ass'n v. Sinclair*, No. 1:03-CV-5439 AWI SAB, 2013 WL 1628260, at \*2 (E.D. Cal.  
4 Apr. 15, 2013) (taking judicial notice of corporate document filed with Secretary of  
5 State).

6  
7 Dated: July 22, 2019

AKIN GUMP STRAUSS HAUER &  
FELD LLP  
NEAL ROSS MARDER  
JOSHUA A. RUBIN  
HYONGSOON KIM

10  
11 By Neal R. Marder  
12 Neal R. Marder  
Attorneys for Defendant SONOS, INC.

# Exhibit A

Todd M. Friedman (SBN 216752)  
Adrian R. Bacon (SBN 280332)  
Kelsey L. Kuberka (SBN 321619)  
LAW OFFICES OF TODD M. FRIEDMAN, P.C.  
21550 Oxnard St. Suite 780,  
Woodland Hills, CA 91367  
Phone: 323-306-4234  
Fax: 866-633-0228  
tfriedman@toddfllaw.com  
abacon@toddfllaw.com  
kkuberka@toddfllaw.com  
*Attorneys for Plaintiff, and all others similarly situated*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

MATTHEW STEINER, individually,  
and on behalf of all others similarly  
situated,

Plaintiff,

vs.

SONOS, INC., and DOES 1-10,  
inclusive,

Defendant.

Case No.

**CLASS ACTION COMPLAINT**

- (1) Violation of Unfair Business Practices Act (*Cal. Bus. & Prof. Code §§ 17200 et seq.*)
- (2) Violation of California Consumer Legal Remedies Act (*Cal. Civ. Code §§ 1750 et seq.*);
- (3) Violation of the Computer Fraud and Abuse Act (*18 U.S.C. § 1030, et seq.*);
- (4) Violation of the California Computer Crime Law (*Cal. Penal Code § 502*);
- (5) Trespass to Chattels; and
- (6) Conversion

**Jury Trial Demanded**

Plaintiff MATTHEW STEINER ("Plaintiff"), individually and on behalf of all other members of the public similarly situated, allege as follows:

**NATURE OF THE ACTION**

1. On or around June, 2018, thousands of Sonos CR100 Controllers in homes and small offices across the country failed. These failures resulted from SONOS, INC. implementing a software update that CR100 Controllers purchased



1 prior to June, 2018. The failed Sonos CR100 Controllers displayed an error  
2 message that services were unavailable and directed consumers to  
3 "www.sonos.com/cr100". Sonos devised and executed its software update as a  
4 means of gaining an advantage over its competition in the market by rendering the  
5 devices inoperable and forcing consumers to purchase replacement devices. Sonos  
6 did not announce its software update would render the Sonos CR100 Controllers  
7 inoperable to consumers, and consumers did not anticipate it. With its update,  
8 Sonos acted by force to limit consumer choice instead of competing lawfully,  
9 based upon the quality and servicing of its devices.

10 2. Sonos was aware of consumers' reasonable expectation that Sonos  
11 CR100 Controllers would continue to operate using current and/or updated  
12 software, regardless of the age of functioning hardware. Sonos recognized and  
13 reinforced this expectation. Consumers relied on and expected to use functioning  
14 hardware. The non-updated devices worked as expected until Sonos' software  
15 update. Sonos never disclosed to its customers that it could or would render their  
16 devices inoperable.

17 3. Sonos' unfair methods of competition and deceptive trade practices  
18 harmed people who own its CR100 Controllers. Plaintiff seeks an injunction  
19 prohibiting Sonos from hijacking their devices again, and appropriate recovery for  
20 himself and the other owners of Sonos devices affected by the software update.

### 21 JURISDICTION AND VENUE

22 4. This Court has subject matter jurisdiction over this action under the  
23 Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), because (a) at least one  
24 member of the Class is a citizen of a state different from Sonos, (b) the amount in  
25 controversy exceeds \$5,000,000, exclusive of interest and costs, (c) the Class  
26 includes more than 100 members, and (d) none of the exceptions under the  
27 subsection apply to this action.

1           5. Venue is proper in this district under 28 U.S.C. § 1391(b) because a  
2 substantial part of the events or omissions that give rise to Plaintiff's claims  
3 occurred here.

4                                   **THE PARTIES**

5           6. Plaintiff MATTHEW STEINER (hereinafter, "Plaintiff") is a citizen  
6 and resident of the State of California, County of Los Angeles.

7           7. Defendant Sonos, Inc. (hereinafter, "Defendant") is a Delaware  
8 corporation, duly authorized and conducting business in California.

9           8. Plaintiff is informed and believes, and thereon alleges, that each and  
10 all of the acts and omissions alleged herein were performed by, or is attributable  
11 to, Defendant and/or its employees, agents, and/or third parties acting on its behalf,  
12 each acting as the agent for the other, with legal authority to act on the other's  
13 behalf. The acts of any and all of Defendant's employees, agents, and/or third  
14 parties acting on its behalf, were in accordance with, and represent, the official  
15 policy of Defendant.

16           9. Plaintiff is informed and believes, and thereon alleges, that said  
17 Defendant is in some manner intentionally, negligently, or otherwise responsible  
18 for the acts, omissions, occurrences, and transactions of each and all its employees,  
19 agents, and/or third parties acting on its behalf, in proximately causing the  
20 damages herein alleged.

21           10. At all relevant times, Defendant ratified each and every act or  
22 omission complained of herein. At all relevant times, Defendant, aided and  
23 abetted the acts and omissions as alleged herein.

24           11. The above named Defendant, and its subsidiaries and agents, are  
25 collectively referred to as "Defendants." The true names and capacities of the  
26 Defendants sued herein as DOE DEFENDANTS 1 through 10, inclusive, are  
27 currently unknown to Plaintiff, who therefore sues such Defendants by fictitious  
28



1 names. Each of the Defendants designated herein as a DOE is legally responsible  
2 for the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend  
3 the Complaint to reflect the true names and capacities of the DOE Defendants  
4 when such identities become known.

### 5 INTRADISTRICT ASSIGNMENT

6 12. Assignment to the Western Division is proper under Local Rule 23-  
7 2.2(f) because a substantial part of the conduct at issue in this case occurred in Los  
8 Angeles County.

### 9 NATURE OF THE CASE & COMMON ALLEGATIONS OF FACT

10 13. Prior to June, 2018, Plaintiff purchased two (2) Sonos CR100  
11 Controllers. Those devices continued functioning up until June, 2018.

12 14. On or around June, 2018, his Sonos CR100 Controllers unexpectedly  
13 failed; they stopped connecting to personal sound devices.

14 15. Sonos caused this failure by disabling his CR100 Controllers.

15 16. Immediately after his devices failed, the screens displayed a message  
16 directing him to "www.sonos.com/cr100". A link to a website accompanied this  
17 message. He clicked on the link on his device's screen. The link was to an Sonos  
18 website stating the device would no longer be supported in future updates.

19 17. Plaintiff's devices' inoperability caused him to expend time and  
20 money.

21 18. When Plaintiff bought his Sonos CR100 Controllers, he relied on the  
22 ability to use the device and software during the lifespan of the devices. Had he  
23 known that Sonos would prevent him from doing that, he would not have bought  
24 a Sonos CR100 Controller, or he would have paid significantly less for it.

25 19. Sonos obtains substantial profits from its sales of newer model  
26 devices.

27 20. Because the Class Devices connect to the Internet, Sonos can  
28

1 communicate with Sonos devices after it sells them. One way to communicate with  
2 devices is by updating their software.

3 21. On or around June, 2018, thousands of Class Devices throughout the  
4 United States simultaneously failed.

5 22. But these failures did not result from any problem or error with the  
6 hardware in the Class Devices. Despite Sonos' error message, these devices were  
7 not damaged.

8 23. Sonos' deployment of these software "updates" has disrupted the use  
9 and enjoyment of consumers' devices, by systematically disabling technology  
10 lawfully purchased by consumers. These firmware updates rendered otherwise-  
11 functioning products obsolete with the click of a button. These updates harmed  
12 consumers, causing consumers to repurchase Sonos products.

13 24. Sonos purposely caused Class Devices to fail.

14 25. The failure of Class Devices resulted from code that Sonos wrote and  
15 installed on consumers' devices.

16 26. The purpose of Sonos' update was to disable Sonos Devices  
17 purchased prior to June 2016. By doing so, Sonos sought to induce more  
18 consumers to buy newer and higher-priced Sonos products.

19 27. Consumers rely on the representations and advertisements of  
20 manufacturers in order to know which products to purchase. Price and features  
21 are important and material to consumers at the time they purchase a particular  
22 device.

23 28. Defendant's violations of the law include, but not limited to, the false  
24 advertising, marketing, representations, and sale of the falsely advertised Class  
25 Products to consumers in California.

26 **CLASS ACTION ALLEGATIONS**

27 29. Plaintiff brings this action under Federal Rule of Civil Procedure 23  
28



1 on behalf of the following Class (the "Class"):

2 All consumers who purchased, or otherwise own, a  
3 Sonos CR100 Controller.

4 30. As used herein, the term "Class Members" shall mean and refer to the  
5 members of the Class described above.

6 31. Excluded from the Class is Defendant, its affiliates, employees,  
7 agents, and attorneys, and the Court.

8 32. Plaintiff reserves the right to amend the Class, and to add additional  
9 subclasses, if discovery and further investigation reveals such action is warranted.

10 33. The requirements of Federal Rule of Civil Procedure 23(a), (b)(1),  
11 (b)(2), and (b)(3) are met in this case.

12 34. *Numerosity*. Upon information and belief, the proposed class is  
13 composed of thousands of persons. The members of the class are so numerous  
14 that joinder of all members would be unfeasible and impractical.

15 35. *Commonality and Predominance*. No violations alleged in this  
16 complaint are contingent on any individualized interaction of any kind between  
17 Class members and Defendant.

18 36. Rather, all claims in this matter arise from the identical, false,  
19 affirmative representations of the services, when in fact, such representations were  
20 false.

21 37. There are common questions of law and fact as to the Class Members  
22 that predominate over questions affecting only individual members, including but  
23 not limited to:

- 24 a. Whether Sonos' acts and practices constitute unfair  
25 methods of competition;  
26 b. Whether Sonos engaged in unfair acts or practices in the  
27 conduct of trade;

- c. Sonos' motives for devising and executing its forced modification of Class Devices;
- d. Whether and to what extent Sonos profited both from the initial sale of Class Devices and from the consequences of Sonos' forced modification;
- e. Whether Sonos engaged in deceptive business practices in the aftermarket and when forcibly modifying Plaintiff's and Class members' devices;
- f. Whether Sonos violated Cal. Bus. & Prof. Code §§ 17200, et seq., Cal. Bus. & Prof. Code §§ 17500, et seq., and Cal. Civ. Code §§ 1750, et seq.;
- g. Whether Sonos violated the Consumer Fraud and Abuse Act and the California Computer Crime Law;
- h. Whether Sonos' conduct constitutes trespass to chattels and/or conversion;
- i. Whether Plaintiffs and Class members are entitled to equitable relief;
- j. Whether Sonos' unlawful, unfair, and deceptive practices harmed Plaintiffs and Class members;
- k. Whether Sonos' conduct is substantially injurious to owners of its products;
- l. The method of calculation and extent of damages for Plaintiffs and Class members; and
- m. Whether Plaintiffs and the Class are entitled to restitution and, if so, in what amount.

38. *Typicality.* Plaintiff's claims are typical of the claims of the Class. Plaintiff, like all Class members, purchased Class Devices that Sonos unilaterally



1 disabled and rendered inoperable. Each Class member's claims arise from the same  
2 tortious conduct of Sonos. All Class members were exposed to the same  
3 misrepresentations and omissions.

4 39. *Adequacy*. Plaintiff will fairly and adequately protect the interests of  
5 the Class. Plaintiff's interests do not conflict with the interests of Class members,  
6 and he has retained counsel experienced in prosecuting class action and consumer  
7 protection litigation.

8 40. In addition to satisfying the prerequisites of Rule 23(a), Plaintiff  
9 satisfies the requirements for maintaining a class action under Rule 23(b)(3).

10 41. *Superiority*. A class action is superior to individual adjudications of  
11 this controversy. Litigation is not economically feasible for individual Class  
12 members because the amount of monetary relief available to individual plaintiffs  
13 is insufficient in the absence of the class action procedure. Separate litigation  
14 could yield inconsistent or contradictory judgments, and increase the delay and  
15 expense to all parties and the court system. A class action presents fewer  
16 management difficulties and provides the benefits of a single adjudication,  
17 economy of scale, and comprehensive supervision by a single court. The damage  
18 claims of Class members can be readily managed given the uniform claim  
19 elements and similar types of harm at issue.

20 42. Class certification also is appropriate under Rule 23(b)(1) or (b)(2)  
21 because:

- 22 a. the prosecution of separate actions by individual Class  
23 members would create a risk of inconsistent or varying  
24 adjudications which would establish incompatible standards of  
25 conduct for Sonos;  
26 b. the prosecution of separate actions by individual Class  
27 members would create a risk of adjudication of their rights that,  
28

as a practical matter, would be dispositive of the interests of other Class members not parties to such adjudications or would substantially impair or impede other Class members' ability to protect their interests; and

- c. Sonos has acted and refused to act on grounds that apply generally to the Injunctive Relief Class such that final injunctive relief or declaratory relief is warranted with respect to that Class as a whole.

### **FIRST CAUSE OF ACTION**

#### **Violation of Unfair Business Practices Act**

**(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

43. Plaintiff incorporates by reference each allegation set forth above.

44. Actions for relief under the unfair competition law may be based on any business act or practice that is within the broad definition of the UCL. Such violations of the UCL occur as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff is required to provide evidence of a causal connection between a defendants' business practices and the alleged harm--that is, evidence that the defendants' conduct caused or was likely to cause substantial injury. It is insufficient for a plaintiff to show merely that the Defendant's conduct created a risk of harm. Furthermore, the "act or practice" aspect of the statutory definition of unfair competition covers any single act of misconduct, as well as ongoing misconduct.

#### **UNFAIR**

45. California Business & Professions Code § 17200 prohibits any "unfair . . . business act or practice." Defendant's acts, omissions, misrepresentations, and practices as alleged herein also constitute "unfair" business acts and practices within the meaning of the UCL in that its conduct is



1 substantially injurious to consumers, offends public policy, and is immoral,  
2 unethical, oppressive, criminal, and unscrupulous as the gravity of the conduct  
3 outweighs any alleged benefits attributable to such conduct. There were  
4 reasonably available alternatives to further Defendant's legitimate business  
5 interests, other than the conduct described herein. Plaintiff reserves the right to  
6 allege further conduct which constitutes other unfair business acts or practices.  
7 Such conduct is ongoing and continues to this date.

8 46. In order to satisfy the "unfair" prong of the UCL, a consumer must  
9 show that the injury: (1) is substantial; (2) is not outweighed by any countervailing  
10 benefits to consumers or competition; and, (3) is not one that consumers  
11 themselves could reasonably have avoided.

12 47. Here, Defendant's conduct has caused and continues to cause  
13 substantial injury to Plaintiff and members of the Class. Plaintiff and members of  
14 the Class have suffered injury in fact due to Defendant's decision to forcibly  
15 modifying Plaintiff's and Class members' devices. Thus, Defendant's conduct has  
16 caused substantial injury to Plaintiff and the members of the Class.

17 48. Moreover, Defendant's conduct as alleged herein solely benefits  
18 Defendant while providing no benefit of any kind to any consumer. Such practices  
19 utilized by Defendant rendered Plaintiff and members of the Class's property non-  
20 functioning, in order to induce them to spend money on Defendant's Products. In  
21 fact, knowing that Class Products would be rendered non-functioning and thus  
22 force Plaintiff and Class Members to purchase newer devices at higher prices,  
23 Defendant unfairly profited from their practices. Thus, the injury suffered by  
24 Plaintiff and the members of the Class is not outweighed by any countervailing  
25 benefits to consumers.

26 49. Finally, the injury suffered by Plaintiff and members of the Class is  
27 not an injury that these consumers could reasonably have avoided. Plaintiff and  
28

1 class members' Class Devices were functioning prior to Defendant forcibly  
2 modifying Plaintiff's and Class members' devices. Defendant failed to take  
3 reasonable steps to inform Plaintiff and class members that the Class Products  
4 were forcibly modified. As such, Defendant took advantage of Defendant's  
5 position to coerce Plaintiff and the Class members to purchase Defendant's newer  
6 and more expensive products. Therefore, the injury suffered by Plaintiff and  
7 members of the Class is not an injury which these consumers could reasonably  
8 have avoided.

9 50. Thus, Defendant's conduct has violated the "unfair" prong of  
10 California Business & Professions Code § 17200.

### 11 FRAUDULENT

12 51. California Business & Professions Code § 17200 prohibits any  
13 "fraudulent ... business act or practice." In order to prevail under the "fraudulent"  
14 prong of the UCL, a consumer must allege that the fraudulent business practice  
15 was likely to deceive members of the public.

16 52. The test for "fraud" as contemplated by California Business and  
17 Professions Code § 17200 is whether the public is likely to be deceived. Unlike  
18 common law fraud, a § 17200 violation can be established even if no one was  
19 actually deceived, relied upon the fraudulent practice, or sustained any damage.

20 53. Here, not only were Plaintiff and the Class members likely to be  
21 deceived, but these consumers were actually deceived by Defendant. Such  
22 deception is evidenced by the fact that Plaintiff installed Defendant's "software  
23 update" under the basic assumption that their products would continue to function  
24 and Defendant would not render these devices non-functioning. Plaintiff's reliance  
25 upon Defendant's omission is reasonable due to the unequal bargaining powers of  
26 Defendant and Plaintiff. For the same reason, it is likely that Defendant's  
27 fraudulent business practice would deceive other members of the public.



**UNLAWFUL**

57. As explained above, Defendant deceived Plaintiff and other Class Members by omitting that the “update” would forcibly modify Plaintiff’s and Class members’ devices.

59. These representations by Defendant is therefore an “unlawful” business practice or act under Business and Professions Code Section 17200 *et seq.*

12  
CLASS ACTION COMPLAINT



1 correct its actions.

2 **SECOND CAUSE OF ACTION**

3 **Violation of Consumer Legal Remedies Act**

4 **(Cal. Civ. Code § 1750 *et seq.*)**

5 61. Plaintiff incorporates by reference each allegation set forth above  
6 herein.

7 62. Defendant's actions as detailed above constitute a violation of the  
8 Consumer Legal Remedies Act, Cal. Civ. Code § 1770 to the extent that Defendant  
9 violated the following provisions of the CLRA:

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

23 63. On or about April 17, 2019, through his Counsel of record, using  
24 certified mail with a return receipt requested, Plaintiff served Defendant with  
25 notice of its violations of the CLRA, and asked that Defendant correct, repair,  
26 replace or otherwise rectify the goods and services alleged to be in violation of the  
27 CLRA; this correspondence advised Defendant that they must take such action  
28

1 within thirty (30) calendar days, and pointed Defendant to the provisions of the  
2 CLRA that Plaintiff believes to have been violated by Defendant. Defendant has  
3 not replied to this correspondence, and have thereby refused to timely correct,  
4 repair, replace or otherwise rectify the issues raised therein.

### 5 **THIRD CAUSE OF ACTION**

#### 6 **Violation of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030, et seq.**

#### 7 **(On Behalf of the Class)**

8 64. Plaintiff incorporates the above allegations by reference.

9 65. The Consumer Fraud and Abuse Act ("CFAA") establishes a private  
10 cause of action against a person who "knowingly accessed a computer without  
11 authorization or exceeding authorized access," and whose prohibited access results  
12 in damage or loss in excess of \$5,000. 18 U.S.C. § 1030(g) (referencing §  
13 1030(c)(4)(A)(i)(I)); see also § 1030(a).

14 66. The CFAA establishes liability against whomever:

- 15 a. "knowingly causes the transmission of a program, information,  
16 code, or command, and as a result of such conduct,  
17 intentionally causes damage without authorization, to a  
18 protected computer" (§ 1030(a)(5)(A));
- 19 b. "intentionally accesses a protected computer without  
20 authorization, and as a result of such conduct, recklessly causes  
21 damage" (§ 1030(a)(5)(B)); or
- 22 c. "intentionally accesses a protected computer without  
23 authorization, and as a result of such conduct, causes damage  
24 and loss" (§ 1030(a)(5)(C)).

25 67. The term "computer" means "an electronic, magnetic, optical,  
26 electrochemical, or other high speed data processing device performing logical,  
27 arithmetic, or storage functions, and includes any data storage facility or  
28



1 communications facility directly related to or operating in conjunction with such  
2 device[.]” 18 U.S.C. § 1030(e)(1).

3 68. A “protected computer” is defined, in relevant part, as a computer  
4 “which is used in or affecting interstate or foreign commerce or communication.”  
5 18 U.S.C. § 1030(e)(2)(B).

6 69. “[E]xceeds authorized access” means “access[ing] a computer with  
7 authorization and ... us[ing] such access to obtain or alter information in the  
8 computer that the accesser is not entitled so to obtain or alter.” 18 U.S.C. §  
9 1030(e)(6).

10 70. “Loss” means “any reasonable cost to any victim, including the cost  
11 of responding to an offense, conducting a damage assessment, and restoring the  
12 data, program, system, or information to its condition prior to the offense, and any  
13 revenue lost, cost incurred, or other consequential damages incurred because of  
14 interruption of service.” 18 U.S.C. § 1030(e)(11).

15 71. Damage means “any impairment to the integrity or availability of  
16 data, a program, a system, or information.” 18 U.S.C. § 1030(e)(8).

17 72. Class Devices are “computers” under the CFAA by virtue of their  
18 data processing and communication functions and their operation in conjunction  
19 with Plaintiffs' and Class members' laptop or desktop computers.

20 73. Class Devices are “protected computers” under the CFAA because  
21 they are used in and affect interstate and foreign commerce and communication,  
22 including through contact and communication with remote servers and through  
23 personal and business usages that affect interstate and foreign commerce.

24 74. Sonos knowingly and intentionally exceeded its authorized access to  
25 Plaintiff's and Class members' devices. Plaintiff and Class members did not  
26 consent to Sonos' invasive software update.

27 75. By exceeding its authorized access, Sonos obtained and altered Class  
28

1 Devices' information, functions, and data. These communications resulted from a  
2 single act in the form of Sonos' activation of its software update.

3 76. By implementing its software update, Sonos knowingly caused the  
4 transmission of "a program, information, code, or command ... to a protected  
5 computer" and, as a result of that conduct, intentionally caused damage in  
6 violation of 18 U.S.C. § 1030(a)(5)(A).

7 77. By implementing its software update, Sonos intentionally accessed  
8 Class Devices without authorization, and as a result of that conduct, caused or  
9 recklessly caused damage or loss to those protected computers, in violation of 18  
10 U.S.C. §§ 1030(a)(5)(B) and (a)(5)(C).

11 78. Sonos' software implementation was a single act by which Sonos  
12 intentionally accessed Plaintiff's and Class members' protected computers without  
13 authorization and by exceeding authorization. As a direct and proximate result of  
14 Sonos' CFAA violations, Sonos caused damages and loss to Plaintiff and Class  
15 members during a one-year period that exceed \$5,000 in value.

16 79. Sonos' software implementation caused damage and loss to Plaintiff  
17 and Class members, including by disabling Class Devices, eliminating or  
18 impairing Plaintiff's and Class members' use of those devices, depriving Plaintiff  
19 and Class members of the ability to use their property, causing Plaintiff and Class  
20 members to expend money, time, and labor to investigate and try to fix their  
21 disabled devices, and decreasing the value of the Class Devices.

22 80. Based on Sonos' violation of the CFAA, Plaintiff and Class members  
23 seek recovery of economic damages and all other relief provided for under 18  
24 U.S.C. § 1030(g).

25 ///

26 ///

27 ///

28



**FOURTH CAUSE OF ACTION**

**Violation of the California Computer Crime Law, Cal. Penal Code § 502**

**(On Behalf of the Class)**

81. Plaintiff incorporates the above allegations by reference.

82. The California Computer Crime Law prohibits knowing and unauthorized access to computers, computer networks, and computer systems.

83. Class Devices are “computers” and part of a “computer network” or “computer system” under this statute. While the statute does not define “computer,” it defines “computer network” as “any system that provides communications between one or more computer systems and input/output devices, including, but not limited to, display terminals, remote systems, mobile devices, and printers connected by telecommunication facilities.” Penal Code § 502(b)(2). “Computer system” is defined, in relevant part, as a “device or collection of devices, including support devices ... one or more of which contain computer programs, electronic instructions, input data, and output data, that performs functions, including, but not limited to, logic, arithmetic, data storage and retrieval, communication, and control.” Penal Code § 502(b)(5).

84. Sonos' software update is a “computer program or software” and “computer contaminant” under Penal Code §§ 502(b)(3) and (12).

85. Sonos had “access” to Plaintiff's and Class members' computers, computer systems, and computer networks under Penal Code § 502(b)(1) when it implemented its remote software update.

86. Sonos implemented this software update knowingly and without permission from Plaintiff and Class members.

87. Through its software update, Sonos obtained and interfered with “data” from Class Devices under Penal Code § 502(b)(8).

88. Through Sonos' knowing implementation of its software update

1 without Plaintiff's and Class members' permission, Sonos violated the California  
2 Computer Crime Law in at least the following respects:

- 3 a. In violation of Penal Code §§ 502(c)(1)-(2), Sonos  
4 altered and made use of Class Device data to devise and  
5 execute a scheme or artifice to defraud, deceive, or  
6 extort, and to wrongfully control or obtain money or  
7 property. Among other components of this scheme,  
8 Sonos' software update caused the Class Devices to  
9 display false error messages.
- 10 b. In violation of Penal Code § 502(c)(3) — (4), Sonos used  
11 or caused to be used computer services, and added,  
12 altered, and damaged Class Devices' data, programs, or  
13 software.
- 14 c. By implementing its software update and disabling Class  
15 Devices, Sonos caused the disruption and denial of  
16 computer services to authorized users, such as Plaintiff  
17 and Class members, in violation of Penal Code §  
18 502(c)(5).
- 19 d. Sonos accessed or caused to be accessed Class Devices  
20 and introduced thereon a computer contaminate—its  
21 invasive firmware update—in violation of Penal Code §§  
22 502(c)(7)-(8).

23 89. As an actual and proximate result of Sonos' conduct in violation of  
24 the California Computer Crime Law, Plaintiff and Class members have been  
25 damaged in an amount to be determined at trial. Under Penal Code §§ 502(e)(1)  
26 and (2), Plaintiff and Class members are entitled to compensatory damages,  
27 equitable relief, and reasonable attorneys' fees.



**FIFTH CAUSE OF ACTION**

**Trespass to Chattels**

**(On Behalf of the Class)**

90. Plaintiff incorporates the above allegations by reference.

91. Plaintiff and Class members owned, possessed, and used, and had a right to possess and use, their Class Devices.

92. Sonos wrongfully and intentionally interfered with Plaintiff's and Class members' ownership, possession, and use of their Class Devices, by programming, distributing, and remotely activating a software update that disabled Class Devices and rendered those Class Devices unusable.

93. Sonos' wrongful and intentional interference with Plaintiff's and Class members' ownership, possession, and use of their Class Devices caused damage to Plaintiff and Class members, including by preventing the Class Devices from operating, by impairing the condition of these devices, by reducing the value of these devices, and by depriving Plaintiff and Class members of the use of these devices for a substantial period of time. A reasonable person would be willing to pay significantly less for a Class Device if he or she knew that the device contained or would be updated with software preventing the device from working.

94. Plaintiff and Class members are entitled to recover the amount by which Sonos' software update harmed their possessory interests in Class Devices.

**SIXTH CAUSE OF ACTION**

**CONVERSION**

**(On Behalf of the Class)**

95. Plaintiff incorporates the above allegations by reference.

96. Conversion is any act of dominion wrongfully exerted over another's personal property. There must exist an actual interference with one's ownership or right of possession. *Fisher v. Machado* (1996) 50 Cal.App. 4th 1069, 1073, 58

1 Cal.Rptr. 2d 213; *Weiss v. Marcus* (1975) 51 Cal. App. 3d 590,599, 124 Cal.Rptr.  
2 297.

3 97. Conversion is a strict liability tort. *Burlesci v. Petersen* (1998) 68  
4 Cal.App. 4th 1062, 1065, 80 Cal.Rptr. 2d 704. Generally, the converted property  
5 must be tangible. *Thrifty- Tel, Inc. v. Bezenek* 15 (1996) 46 Cal.App. 4th 1559, 54  
6 Cal.Rptr.2d 468. A manual taking of the property is not necessary; it is only  
7 necessary that there be an assumption of control or ownership over the property,  
8 or that the converter has applied the property to his own use. *Oakdale Village*  
9 *Group v. Fong*(1996) 43 Cal. App. 4th 539, 543-544, 50 Cal.Rptr.2d 810.

10 98. By reason of the aforesaid conduct, Defendant wrongfully exercised  
11 dominion and control over Plaintiff's and Class Members' property. Defendant  
12 willfully interfered with the use and enjoyment of Plaintiff's and Class Members'  
13 property and transferred the same to themselves by virtue of coercing Plaintiff and  
14 Class Members to purchase replacement devices from Defendant.

15 99. As a direct and proximate result of the conversion of Plaintiff's and  
16 Class Members' property, Plaintiff and Class Members have sustained general and  
17 special damages in an amount according to proof.

18 100. The conduct of Defendant was despicable, fraudulent, malicious,  
19 oppressive and in reckless and/or conscious disregard to the rights of Plaintiff and  
20 Class Members, entitling Plaintiff and Class Members to punitive and exemplary  
21 damages in an amount sufficient to punish said Defendant and deter similar  
22 wrongdoing by others.

### 23 PRAYER FOR RELIEF

24 WHEREFORE, Plaintiff, on behalf of himself and the Class, respectfully  
25 request that this Court:

- 26 a. Certify this case as a class action under Federal Rule of  
27 Civil Procedure 23, appoint Plaintiff as Class  
28



- 1 representative, and appoint the undersigned counsel as  
2 Class counsel;
- 3 b. Enter injunctive and declaratory relief as appropriate  
4 under applicable law;
- 5 c. Order restitution or actual damages to Plaintiff and Class  
6 members;
- 7 d. Award Plaintiff and Class members trebled damages  
8 along with pre-and post-judgment interest, as prescribed  
9 by law;
- 10 e. Award punitive damages, as permitted by law, in an  
11 amount to be determined by the jury or the Court;
- 12 f. Order Sonos to provide notice to the Class of this action  
13 and of the remedies entered by the Court;
- 14 g. Award reasonable attorneys' fees and costs as permitted  
15 by law; and
- 16 h. Enter such other and further relief as may be just and  
17 proper.

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff hereby demands a jury trial on all issues so triable.

20  
21 Dated: May 30, 2019

Respectfully submitted,

22 LAW OFFICES OF TODD M. FRIEDMAN, PC


23  
24 By: 

25 TODD M. FRIEDMAN, ESQ.

26 Attorney for Plaintiff Matthew Steiner

# **Exhibit B**



 <b>Secretary of State</b> <b>Statement of Information</b> (California Stock, Agricultural Cooperative and Foreign Corporations)	<b>SI-550</b>
	127 MY
<b>IMPORTANT</b> — Read instructions <b>before completing this form.</b>	
<b>Fees (Filing plus Disclosure) – \$25.00;</b>  <b>Copy Fees</b> – First page \$1.00; each attachment page \$0.50; Certification Fee – \$5.00 plus copy fees	
<b>1. Corporation Name</b> (Enter the <b>exact</b> name of the corporation as it is recorded with the California Secretary of State. Note: If you registered in California using an assumed name, see instructions.) SONOS, INC.	

**FILED**  
 Secretary of State  
 State of California

**JUN 18 2018**

31/27/18  
 This Space For Office Use Only

**2. 7-Digit Secretary of State File Number**

C2465272

**3. Business Addresses**

a. Street Address of Principal Executive Office - Do not list a P.O. Box 614 CHAPALA STREET	City (no abbreviations) SANTA BARBARA	State CA	Zip Code 93101
b. Mailing Address of Corporation, if different than item 3a	City (no abbreviations)	State	Zip Code
c. Street Address of Principal California Office, if any and if different than Item 3a - Do not list a P.O. Box	City (no abbreviations)	State CA	Zip Code

**4. Officers**

The Corporation is required to list all three of the officers set forth below. An additional title for the Chief Executive Officer and Chief Financial Officer may be added; however, the preprinted titles on this form must not be altered.

a. Chief Executive Officer/ PATRICK	First Name	Middle Name	Last Name SPENCE	Suffix
Address 614 CHAPALA STREET			City (no abbreviations) SANTA BARBARA	State CA Zip Code 93101
b. Secretary CRAIG	First Name	Middle Name A.	Last Name SHELburne	Suffix
Address 614 CHAPALA STREET			City (no abbreviations) SANTA BARBARA	State CA Zip Code 93101
c. Chief Financial Officer/ MICHAEL	First Name	Middle Name	Last Name GIANETTO	Suffix
Address 2 AVENUE DE LAFAYETTE			City (no abbreviations) BOSTON	State MA Zip Code 02111

**5. Director(s)**

California Stock and Agricultural Cooperative Corporations ONLY: **Item 5a:** At least one name **and** address must be listed. If the Corporation has additional directors, enter the name(s) and addresses on Form SI-550A (see instructions).

a. First Name	Middle Name	Last Name	Suffix
Address		City (no abbreviations)	State Zip Code
b. Number of Vacancies on the Board of Directors, if any			

**6. Service of Process** (Must provide either Individual OR Corporation.)

**INDIVIDUAL** – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State CA	Zip Code

**CORPORATION** – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b CT Corporation System
--

**7. Type of Business**

Describe the type of business or services of the Corporation  
 DESIGN/SALES OF HARDWARE/SOFTWARE

**8. The information contained herein, including in any attachments, is true and correct.**

2018-06-15

Craig A. Shelburne

Secretary

Date

Type or Print Name of Person Completing the Form

Title

SI-550 (REV 01/2017)

DocuSigned by:

Craig A. Shelburne

95610913154D4ED...

2017 California Secretary of State  
 www.sos.ca.gov

1 NEAL ROSS MARDER (SBN 126879)  
2 JOSHUA A. RUBIN (SBN 308421)  
3 **AKIN GUMP STRAUSS HAUER & FELD LLP**  
4 1999 Avenue of the Stars, Suite 600  
Los Angeles, CA 90067-6022  
Telephone: 310.229.1000  
Facsimile: 310.229.1001

5 HYONGSOON KIM (SBN 257019)  
6 **AKIN GUMP STRAUSS HAUER & FELD LLP**  
7 4 Park Plaza, Suite 1900  
Irvine, CA 92614-2585  
Telephone: 949.885.4100  
Facsimile: 949.885.4101

8 Attorneys for Defendant SONOS, INC.  
9

10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA  
12

13 MATTHEW STEINER, individually,  
14 and on behalf of all others similarly  
situated,

15 Plaintiffs,

16 v.

17 SONOS, INC., and DOES 1-10,  
18 inclusive,

19 Defendants.  
20

Case No. 2:19-cv-6289

**DEFENDANT SONOS, INC.'S  
CERTIFICATE OF SERVICE OF  
ITS NOTICE OF REMOVAL AND  
SUPPORTING DOCUMENTS**

*(Superior Court of California, Los  
Angeles County, Case No.  
19STCV21795 – Assigned to Hon.  
Maren Nelson)*

Date Action Filed: June 21, 2019

CERTIFICATE OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 1999 Avenue of the Stars, Suite 600, Los Angeles, California 90067. On July 22, 2019, I served the foregoing documents described as follows:

1. **DEFENDANT SONOS, INC.'S NOTICE OF REMOVAL OF ACTION PURSUANT TO 28 U.S.C. §§ 1331, 1332(d)(2), 1441, 1446, AND 1453;**
2. **DECLARATION OF NEAL R. MARDER IN SUPPORT OF DEFENDANT SONOS, INC.'S NOTICE OF REMOVAL;**
3. **DEFENDANT SONOS, INC.'S REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF NOTICE OF REMOVAL;**
4. **CIVIL COVER SHEET;**
5. **CERTIFICATION AND NOTICE OF INTERESTED PARTIES [L.R. 7.1-1];**
6. **DEFENDANT SONOS, INC.'S NOTICE OF RELATED CASE; AND**
7. **DEFENDANT SONOS, INC.'S NOTICE OF PENDENCY OF OTHER ACTIONS.**

on the interested parties below, using the following means:

Todd M. Friedman (SBN 216752)  
Adrian R. Bacon (SBN 280332)  
Kelsey L. Kuberka (SBN 321619)  
LAW OFFICES OF TODD M. FRIEDMAN, P.C.  
21550 Oxnard St., Suite 780  
Woodland Hills, CA 91367  
Phone: 323-306-4234  
Fax: 866-633-0228  
Email: tfriedman@toddfllaw.com  
Email: abacon@toddfllaw.com  
Email: kkuberka@toddfllaw.com

☒ BY OVERNIGHT DELIVERY. I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the respective address of the parties stated above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☒ (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on July 22, 2019, at Los Angeles, California.

Colleen R. Doubroff

[Print Name of Person Executing Proof]

[Signature]

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Sonos Docked with Class Action After Forced Phase-Out of CR100 Speaker Controller](#)

---