

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

CHRISTINA TREJO, individually and)	
on behalf of a class of similarly situated)	
individuals,)	
)	
<i>Plaintiff,</i>)	No.
)	
v.)	
)	Hon.
SONY CORPORATION OF)	
AMERICA, a New York corporation.)	
)	
)	
<i>Defendant.</i>)	

CLASS ACTION COMPLAINT WITH JURY DEMAND

Plaintiff Christina Trejo (“Plaintiff”) brings this Class Action Complaint and Demand for Jury Trial against Defendant Sony Corporation of America (a/k/a “Sony”) (“Defendant”) on her own behalf, and on behalf of a Class of individuals who purchased defective PlayStation 5 consoles (“PS5”) manufactured and sold by Defendant. On behalf of herself and the proposed Class of individuals who purchased a PS5, Plaintiff seeks damages, restitution, and injunctive relief against Defendant for manufacturing, advertising and selling the defective PS5. Plaintiff, for her Class Action Complaint, alleges as follows upon personal knowledge as to herself and her own acts and experiences, and as to all other matters, upon information and belief, including investigation by her attorneys.

INTRODUCTION

1. Defendant is multinational world leader in the manufacturing and selling of electronics including gaming consoles and related products.

2. The PS5 is manufactured, marketed, and sold by Defendant. The PS5 is

Defendant's newest highly demanded gaming console which was released in November 2020.

3. According to PlayStation's President, Jim Ryan, the November 2020 release of its PS5 was the "biggest console launch of all time" which featured over four million unit sales by January, 2021.¹ Now, Sony has sold over 19.2 million units worldwide.²

4. However, despite its large market success, Defendant's PS5 contains a defect that causes the console to suddenly crash and power down while the user is playing video games that they purchased (the "Console Defect"). While the PS5 can be used for many entertainment purposes, playing video games on the console is its primary function. The Console Defect affects users' ability to play video games and compromises the primary function and overall usage of the PS5.

5. Defendant, who is in control of the manufacturing, marketing, advertising and sale of its PS5, was aware of the Console Defect through warranty repair requests, online consumer complaints, and its own online service resources. However, despite its knowledge of the Console Defect, Defendant failed to, and continues to fail to, disclose the defect to consumers prior to them purchasing the PS5, nor has Defendant taken any substantial action to remedy the problem.

6. Plaintiff, like other consumers nationwide, purchased the PS5 based on the express and/or implied representations made by Defendant that it would properly function.

7. Nowhere did Defendant disclose to Plaintiff and other purchasers of the PS5 that there is a Console Defect which causes the PS5 to crash and power down. Had Defendant accurately disclosed this information, Plaintiff and other members of the Class would not have

¹ <https://screenrant.com/ps5-biggest-console-launch-all-time-playstation-ceo/> (Last accessed June 15, 2022).

² www.siliconera.com/ps5-sales-surpass-19-3-million-units-sold-worldwide/ (Last accessed June 15, 2022).

purchased the PS5.

8. Plaintiff brings this action on behalf of herself and other similarly situated consumers to obtain redress for those who purchased the defective PS5.

JURISDICTION AND VENUE

9. This Court has diversity jurisdiction under 28 U.S.C. § 1332(a) and (d), because: (i) at least one member of the putative class is a citizen of a state different from any Defendant; (ii) the amount in controversy as to all putative class members exceeds \$5,000,000; and (iii) none of the exceptions under that subsection applies to the instant action.

10. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b) because a substantial part of the events and/or omissions giving rise to the claim occurred in this District.

PARTIES

11. Plaintiff Christina Trejo is a natural person and citizen of Illinois.

12. Defendant is a corporation located in New York, New York, and organized under the laws of the State of New York, with its principal place of business located at 25 Madison Ave., New York, New York 10010.

COMMON FACTUAL ALLEGATIONS

13. Defendant is multinational world leader in the manufacturing and sales of electronics, including gaming consoles and related products.

14. The PS5 is manufactured, marketed, and sold by Defendant. The PS5 is Defendant's newest flagship gaming console which was released in November, 2020. The PS5 is primarily a video game console which provides many other entertainment functions including television and movie streaming capabilities and services.

15. The PS5 can be purchased from Defendant for approximately \$499.99 for the

edition with a disk drive, or \$399.99 for the digital edition.³

16. Defendant's release of the PS5 back in November of 2020 was the "biggest console launch of all time" and Defendant has now sold over 19.2 million units worldwide.⁴

17. Key to Defendant's success has been its aggressive marketing strategy. In fact, in the months preceding and following the PS5's November, 2020 launch, Sony spent three times as much on advertisements for the PS5 as its biggest competitor, Microsoft, did for the launch of its Xbox Series X.⁵⁶

18. In addition to its outward advertising strategy, Sony markets the PS5 on its own personal website and ecommerce store, <https://www.playstation.com/en-us/ps5/>.

19. Throughout its marketing and advertising Defendant represents that the PS5 is a next generation gaming console which is equipped with "Lightning Speed, Breathtaking Immersion, [and] Stunning Games."⁷ Specifically, Defendant states that consumers will "Experience lightning-fast loading with an ultra-high speed SSD, deeper immersion with support for haptic feedback, adaptive triggers and 3D audio, and an all-new generation of incredible PlayStation games."⁸

20. Defendant makes the aforementioned representations on its own website and other retailers' websites, such as Amazon and Walmart, which sell Defendant's PS5 consoles, as well

³ At the time this complaint was drafted, Defendant was out of stock of both PS5 editions.

⁴ www.siliconera.com/ps5-sales-surpass-19-3-million-units-sold-worldwide/ (Last accessed June 15, 2022).

⁵ <https://adage.com/article/cmo-strategy/sonys-playstation-5-outspent-microsofts-xbox-series-x-three-one-launch-ads/2298636> (Last accessed June 16, 2022)

⁶ Microsoft released its Xbox Series X on November 10, 2022.

⁷ <https://www.playstation.com/en-us/ps5/> (Last accessed June 16, 2022).

⁸ *Ibid.*

as through other online marketing platforms, such as YouTube.⁹¹⁰¹¹¹²

21. Importantly, the only system that has the compatibility to play the all-new generation of PlayStation games (“PS5 Games”) is the PS5. Defendant also partnered with a number of popular game creators to release exclusive titles which can only be played on the PS5 in an effort to further corner the market and make their PS5 a more coveted purchase for consumers.¹³

22. Despite its noted market success, the PS5 has, and remains, an extremely exclusive purchase with many retailers sold out. Sony admits that the PS5 will remain in short supply until 2023 and acknowledges its supply shortcomings where its Executive Deputy President and CFO Hiroki Totoki stated “[i]f the question is whether we can meet the demand, I think [we are] still somewhat short.”¹⁴

23. Defendant’s supply issues have added to the frustration of consumers hoping to purchase Defendant’s highly advertised next generation console. In fact, currently, Sony is only offering consumers the ability to “[r]egister for an opportunity to purchase a PS5 console from PlayStation.”¹⁵

24. Thus, consumers, after finally purchasing a seemingly unobtainable PS5 console,

⁹ web.archive.org/web/20201103222203mp_/https://www.walmart.com/cp/playstation-5/3475115 (Last accessed July 5, 2022).

¹⁰ www.amazon.com/stores/page/07A20468-F527-4562-8FB4-23F8ACBCD3A8 (Last accessed July 5, 2022).

¹¹ www.youtube.com/watch?v=_NX8F9FBvg0 (Last accessed July 5, 2022).

¹² www.youtube.com/watch?v=cxXvYJyBlc4 (Last accessed July 5, 2022).

¹³ Some next generation video games are compatible with several next-generation consoles, such as the PS5 and Xbox Series X, while PS5 exclusive titles are only available to be played on the PS5 console.

¹⁴ <https://arstechnica.com/gaming/2022/05/sony-expects-ps5-will-still-be-in-short-supply-until-2023/> (Last accessed June 15, 2022).

¹⁵ www.playstation.com/en-us/ps5/register-to-buy/ (Last accessed June 15, 2022).

are met with an ironic truth that the PS5 they purchased from Sony, where “Play Has No Limits”, contains a Console Defect which severely *limits* their expected use of the system.

25. The Console Defect exists due to a defect in the design of the PS5. A common and significant issue among PS5 users is that the PS5 will crash or power down while they are playing video games.

26. On information and belief, the Console Defect is more prominent, but is not limited to, when users play the new generation PS5 Games. This aspect of the defect is crucial as playing PS5 Games is the primary purpose for which consumers purchase the PS5 in the first place.

27. The Console Defect materially interferes with the user’s gameplay and enjoyment of the PS5. Oftentimes, when the Console Defect causes the PS5 to power down or crash, users lose game progress due to the sudden nature of the defect. In addition, once a user is finally able to turn back on their PS5 after the Console Defect has occurred, users are warned that the manner in which their PS5 has powered down is dangerous and can, or has, caused data loss, corruption, or damage to the overall system.

28. Users are oftentimes required to downgrade versions of next generation PS5 Games which they purchased to the PlayStation 4 (“PS4”) version of the game to avoid this issue and not risk further damaging their PS5 and losing game progress.

29. Because the Console Defect consistently crashes and powers down the PS5 not allowing users to play the games which they purchased, it renders them unfit for their ordinary purpose for which they are used depriving the purchasers of the benefit of the bargain.

30. Defendant knew or should have known that the PS5 contained a latent defect because consumers of the PS5 have made warranty claims regarding the Console Defect starting

at least as early as summer 2021.¹⁶¹⁷¹⁸ Indeed, Sony has published a troubleshooting page specifically for the Console Defect which users within their warranty period can use to try to register to repair their PS5.¹⁹

31. In addition, Defendant knew or should have known that the PS5 contained a latent defect because of the high rate of negative reviews describing the Console Defect. Unsurprisingly, as the PS5 is “sold out,” Sony does not advertise consumer reviews on its own consumer website. However, internet complaints describing the Console Defect exist on several retailers’ websites and go back to the date the PS5 was released. For example, on Amazon’s e-commerce website:

Amazon Customer (November 13, 2020) PS5 is a buggy broken mess.²⁰

“The PS5 is a buggy broken mess. Game crashed within 5 minutes and is completely unplayable.”

Edgar Rodriguez (December 20, 2021) Brick city²¹

“Got my hands on one finally. Was crashing left and right with every disc game.”

Amazon Customer (November 13, 2020) PS5 NOT WORKING²²

“...The PS5 constantly turn off and on outta nowhere. I’m also getting constant

¹⁶ www.reddit.com/r/PS5/comments/opsydb/ps5_warranty_question_fix_or_replace/ (Last accessed July 5, 2022).

¹⁷ www.reddit.com/r/playstation/comments/rxsd64/ps5_is_back_from_sonyit_still_crashes_while/ (Last accessed July 5, 2022).

¹⁸ www.reddit.com/r/playstation/comments/rwrj6h/ps5_only_plays_ps4_gamescrashes_during_ps5_games/ (Last accessed July 5, 2022).

¹⁹ www.playstation.com/en-us/support/hardware/ps5-power-issues/ (Last accessed June 16, 2022)

²⁰ www.amazon.com/gp/customer-reviews/R1EMTN2ARP5S96?ASIN=B08FC5TTBF (Last accessed June 7, 2022).

²¹ www.amazon.com/product-reviews/B09DFCB66S/ref=cm_cr_getr_d_paging_btm_next_3?ie=UTF8&filterByStar=one_star&reviewerType=all_reviews&pageNumber=3#reviews-filter-bar (Last accessed June 7, 2022).

²² www.amazon.sg/Sony-PlayStation-PS5-Standard-Disc/product-reviews/B08FC5L3RG?reviewerType=all_reviews (Last accessed June 7, 2022).

Glitch GPU patters. I already contacted Amazon, they said they don't have any left, I will have to wait for restock and there's no date for when will be available again. It's very frustrating knowing now I'm \$550 less, no ps5, no option to get a new one from Amazon."

Daanish Fiaz (November 14, 2020) PS5 is Dead and won't turn on²³

"Purchased ps5, played 1.5 hours, console shuts off on me randomly and now won't tun on. Contacted both Sony and amazon and neither one is able to provide me with a replacement yet. Extremely disappointed and saddened by what has happened to my system. Absolutely dreadful experience."

32. However, Defendant, who monitors its own consumer website and warranty requests and has been long aware of the Console Defect, has not taken and measures to disclose the defect and make consumers aware of the defect prior to their purchase of the PS5.

33. In addition to negative reviews and warranty claims, the Console Defect is widely published in the gaming community, some articles even suggesting ways to resolve the issue through self-repair.²⁴²⁵²⁶²⁷ Although some users have success with self-repair, these solutions are temporary and do not completely resolve the Console Defect.

34. The above survey of reviews and articles illustrates that consumers who purchased the PS5 consistently experience problems associated the Console Defect.

35. Defendant warranted, via advertisements on its website, that the PS5 is fit to use for its ordinary purpose of playing video games, including specifically PS5 Games.

36. Plaintiff, as well as other consumers nationwide, reasonably relied on Defendant's

²³ *Ibid.*

²⁴ www.playstationlifestyle.net/2020/12/08/ps5-crashing-crashes-external-hard-drives/ (Last accessed June 7, 2022).

²⁵ www.the-sun.com/tech/4594247/7-instant-hacks-to-stop-your-ps5-turning-off/ (Last accessed June 7, 2022).

²⁶ www.laptopmag.com/how-to/ps5-randomly-shutting-off-heres-how-to-fix-it (Last accessed June 7, 2022).

²⁷ www.partitionwizard.com/partitionmagic/ps5-crashing.html (Last accessed June 7, 2022).

representations and warranties that the PS5 would function as warranted, including running PS5 Games free from defect.

37. However, Plaintiff, as well as other consumers nationwide who purchased the PS5, were deceived because Defendant failed to disclose the Console Defect.

38. Plaintiff, as well as other consumers nationwide, would not have purchased the PS5 from Defendant, or would have paid materially less if, had they known that the PS5 contained the Console Defect.

FACTS SPECIFIC TO PLAINTIFF

39. In November, 2021, Plaintiff was looking to purchase Defendant's PS5 console.

40. Plaintiff visited several websites which display Defendant's representations regarding its PS5 and saw that it is a next generation gaming console which is equipped with "Lightning Speed, Breathtaking Immersion, [and] Stunning Games." Further, Plaintiff saw Defendant's representations that the PS5 was equipped with the compatibility to play the new generation of PS5 Games.

41. Due to the PS5's high demand and short-supply issues, Plaintiff had purchased the PS5 from Walmart, one of Sony's online retailers, where she purchased the disk edition of the PS5 for \$499.99, excluding tax, based on Defendant's representations and warranties that it will function as represented and would be usable for its ordinary purpose as a video game console and run PS5 Games without any issues or problems.

42. Specifically, Plaintiff relied on Defendant's representations on Walmart's PS5 product page that the PS5 is equipped with "lightning-fast loading with an ultra-high speed SSD, deeper immersion with support for haptic feedback, adaptive triggers and 3D audio, and an all-

new generation of incredible PlayStation games.”²⁸

43. However, just months after she purchased it, the PS5 purchased by Plaintiff began to experience the Console Defect and would consistently crash and power down when playing the latest generation PS5 Games that were specifically made for the PS5. The PS5 would also fail to power back on after the Console Defect forced it to shut down.

44. Further, when the PS5 was finally able to turn on, the console warned that the manner in which the PS5 has powered down is dangerous and can, or has, caused data loss, corruption, or damage to the overall system.

45. As a result of the Console Defect, the PS5 purchased by Plaintiff cannot be used for the purpose which she purchased it for.

46. Plaintiff and the other members of the Class were led to believe, based on representations made through Defendant’s advertising representations, that the PS5 that they purchased was fully functional and free from any defects that would interfere with their ability to use the PS5 for its intended use as a video game console, including running new generation PS5 games.

47. Plaintiff and the other members of the Class were deceived and/or misled by Defendant’s warranties and misrepresentations regarding the quality and functionality of the PS5 consoles that they purchased. These misrepresentations, and omissions, were a material factor that influenced Plaintiff’s and the other Class members’ decision to purchase a PS5 from Defendant.

48. At the time Plaintiff purchased Defendant’s PS5, she was unaware of the Console Defect, nor did Defendant disclose this material defect despite its knowledge of the issue. Had

²⁸ <https://web.archive.org/web/20211123052723/https://www.walmart.com/ip/Sony-PlayStation-5-Video-Game-Console/363472942> (Last accessed July 12, 2022).

Plaintiff known about the Console Defect prior to her purchase, she would not have purchased the PS5 or would have paid substantially less for it.

49. As a result, Plaintiff and the other members of the Class have been damaged by their purchases of the PS5 that unbeknownst to them, had the Console Defect.

50. Defendant has received significant profits from the sale of the defectively designed PS5.

CLASS ALLEGATIONS

51. Plaintiff brings this action on behalf of herself and a nationwide class (the “Class”), with one subclass (the “Subclass”) defined as follows:

The Class: All persons in the United States who, within the applicable statute of limitations, purchased a PS5 in the United States.

The Subclass: All persons in the United States who, within the applicable statute of limitations, purchased a PS5 in Illinois.

52. Plaintiff will fairly and adequately represent and protect the interests of the other members of the Class and Subclass. Plaintiff has retained counsel with substantial experience in prosecuting complex litigation and class actions. Plaintiff and her counsel are committed to vigorously prosecuting this action on behalf of the other members of the Class and Subclass and have the financial resources to do so. Neither Plaintiff nor her counsel have any interest adverse to those of the other members of the Class and Subclass.

53. Absent a class action, most members of the Class and Subclass would find the cost of litigating their claims to be prohibitive and would have no effective remedy. The class treatment of common questions of law and fact is superior to multiple individual actions or piecemeal

litigation in that it conserves the resources of the courts and the litigants and promotes consistency and efficiency of adjudication.

54. Defendant has acted and failed to act on grounds generally applicable to the Plaintiff and the other members of the Class and Subclass, requiring the Court's imposition of uniform relief to ensure compatible standards of conduct toward the members of the Class and Subclass, and making injunctive or corresponding declaratory relief appropriate for the Class and Subclass as a whole.

55. The factual and legal bases of Defendant's liability to Plaintiff and to the other members of the Class and Subclass are the same, resulting in injury to the Plaintiff and to all of the other members of the Class and Subclass. Plaintiff and the other members of the Class and Subclass have all suffered harm and damages as a result of Defendant's unlawful and wrongful conduct.

56. Upon information and belief, there are tens of thousands of members of the Class and Subclass such that joinder of all members is impracticable.

57. There are many questions of law and fact common to the claims of Plaintiff and the other members of the Class and Subclass, and those questions predominate over any questions that may affect individual members of the Class and Subclass. Common questions for the Class and Subclass include, but are not limited to, the following:

- (a) Whether Defendant engaged in the unlawful conduct alleged herein;
- (b) Whether Defendant represented that the PS5 would be free of defects;
- (c) Whether the PS5 is defective;
- (d) Whether Defendant was aware that the PS5 was defective;
- (e) Whether Defendant breached any warranties in selling the defective PS5.

- (f) Whether, Plaintiff and the other members of the Class and Subclass have suffered ascertainable monetary losses; and
- (g) Whether Plaintiff and the other members of the Class and Subclass are entitled to monetary remedies.

COUNT I
For Violations of Consumer Protection Laws
(On behalf of Plaintiff and the Class and Subclass)

58. Plaintiff repeats and incorporates the allegations above as if fully set forth herein.

59. The Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 502/1 *et seq.* (“ICFA”), as well as other materially identical consumer fraud statutes enacted by states throughout the county, prohibit deceptive acts and practices in the sale of products such as the PS5 sold, marketed and manufactured by Defendant.

60. Plaintiff and the other members of the Class and Subclass are “consumers” or “persons,” as defined under the ICFA and other states’ consumer protection laws.

61. Defendant’s conduct as alleged herein occurred in the course of trade or commerce.

62. Defendant’s actions in representing that the PS5 can function as advertised and for its ordinary purpose of use, free from defect, when in fact it contained a latent defect that caused the console to malfunction and which Defendant was aware of offends public policy, has caused and continues to cause substantial injury to consumers, and constitutes an unfair and deceptive trade practice.

63. Upon information and belief, and given the fact that Defendant manufactures, advertises, distributes, and sells the PS5, created the advertising on its consumer website, considering the significant amount of negative reviews appearing on Defendant’s and other retailers’ websites, and considering how this is a highly publicized issue in the gaming community,

Defendant knew or should have known at all relevant times that the PS5 video game consoles it manufactured and sold contained a latent defect that caused them to malfunction. Nonetheless Defendant continued to advertise and sell the PS5 without disclosing the Console Defect to consumers such as Plaintiff and the other members of the Class and Subclass.

64. Defendant intended for consumers to rely on its representations and omissions regarding the PS5 and its capabilities when choosing to purchase them, including specifically the ability to play the latest generation PS5 games on it, and customers did rely on such representations and omissions to make an informed decision as to whether to purchase the PS5.

65. Plaintiff and other members of the Class and Subclass did reasonably rely on Defendant's misrepresentations and omissions in choosing to purchase the PS5 and would not have purchased them, or would have paid materially less for them, had Defendant not made false representations and not actively concealed that the PS5 suffers from the Console Defect that crashes and powers down the system.

66. As a direct and proximate cause of Defendant's unlawful practices, Plaintiff and the other members of the Class and Subclass suffered actual damages, including monetary losses for the purchase price of the PS5 which they purchased and which did not function as represented, and in fact contained a latent defect causing the console to malfunction.

67. Defendant's conduct is in violation of the ICFA and other states' consumer protection laws, and pursuant to 815 ILCS 505/10a and other such states' consumer protection laws, Plaintiff and the other members of the Class and Subclass are entitled to damages in an amount to be proven at trial, reasonable attorney's fees, injunctive relief prohibiting Defendant's unfair and deceptive practices going forward, and any other penalties or awards that may be appropriate under applicable law.

COUNT II
Breach of Implied Warranty of Merchantability
(On behalf of Plaintiff and the Class and Subclass)

68. Plaintiff hereby incorporates the above allegations by reference as though fully set forth herein.

69. Defendant, as a manufacturer, marketer, distributor, and seller of the PS5 that was purchased by Plaintiff and the other members of the Class and Subclass, is a “merchant” as defined under the Uniform Commercial Code (“UCC”). The PS5 is a “good” as defined under the UCC.

70. The implied warranty of merchantability is codified in Section 2-314 of the Uniform Commercial Code (“UCC”) and requires that goods are fit for the ordinary purposes for which such goods are used.

71. Most states’ laws provide for enforcement of the implied warranty of merchantability through their adoption of the UCC, including in Illinois pursuant to 810 ILCS 5/2-314, as well as other states where Defendant sells the PS5.

72. Plaintiff, like the other Class and Subclass members, purchased the PS5 in a consumer transaction.

73. The PS5s manufactured and sold by Defendant were not fit for the ordinary purpose for which such goods are used because the Console Defect renders the PS5 inoperable as the system consistently crashes and powers down when used to play PS5 Games.

74. As a result of Defendant’s breach of warranty, Plaintiff, like the other Class and Subclass members, suffered damages by purchasing the PS5 from Defendant which she would have not purchased, or would have paid materially less for, had she known that it was not fit for its ordinary use as a gaming console, as well as monetary damages.

COUNT III
Unjust Enrichment

(On behalf of Plaintiff and the Class and Subclass)

75. Plaintiff hereby incorporates the allegations set forth above.

76. Plaintiff and the other members of the Class and Subclass conferred a benefit on Defendant by purchasing one of its PS5 gaming consoles.

77. It is inequitable and unjust for Defendant to retain the revenues obtained from Plaintiff's and the other members of the Class and Subclass' purchases of the PS5 because Defendant misrepresented the functionality, qualities, and benefits of the PS5 and Plaintiff and the other members of the Class and Subclass would not have purchased the PS5 from Defendant had Defendant not made these misrepresentations.

78. Accordingly, because Defendant will be unjustly enriched if it is allowed to retain such funds, Defendant must pay restitution to Plaintiff and the other members of the Class and Subclass in the amount which Defendant was unjustly enriched by each of their purchases of the PS5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the Class and Subclass, prays for the following relief:

1. An order certifying the Class and Subclass as defined above;
2. An awarded of actual or compensatory damages, or, in the alternative, disgorgement of all funds unjustly retained by Defendant as a result of its unlawful practices;
3. An award of reasonable attorney's fees and costs;
4. Award such further relief as the Court deems reasonable and just.

JURY DEMAND

Plaintiff requests trial by jury of all claims that can be so tried.

DATED: July 12, 2022

Respectfully submitted,

CHRISTINA TREJO, individually and on behalf of
similarly situated individuals

By: /s/ Jordan R. Frysinger
One of Plaintiff's Attorneys

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