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11  
12 **UNITED STATES DISTRICT COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**

14 GEORGE TSOURDINIS, on behalf of himself  
15 and all others similarly situated,

16 Plaintiff,

17 v.

18 ALPHABET, INC., and GOOGLE LLC,

19 Defendants.  
20  
21  
22

Case No.:

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiff George Tsourdinis (“Plaintiff”), by and through counsel, brings this Class Action  
2 Complaint against Defendants Alphabet, Inc. and Google LLC (collectively, “Defendants” or “Google”),  
3 individually and on behalf of all others similarly situated, and alleges, upon personal knowledge as to his  
4 own actions, and upon information and belief as to all other matters, as follows:

5 **NATURE OF THE ACTION**

6 1. Plaintiff, on behalf of himself and all other similarly situated Class Members, brings this  
7 putative class action against Google arising from its unfair and deceptive scheme of designing,  
8 manufacturing, distributing, advertising, marketing, and selling its first- and second-generation Nest  
9 Learning Thermostat (“NLT”) as a Wi-Fi-enabled “smart” thermostat operable through an application on  
10 the user’s smart phone or other electronic device—while, at the same time, failing to disclose that the  
11 NLT’s advertised functionality would only operate at Google’s corporate whim and could be discontinued  
12 by Google at any time. Google never told consumers prior to purchase that the NLT’s core functionality  
13 could be reduced or eliminated for any reason, at any time, without compensation to purchasers.

14 2. In an effort to coerce consumers into buying a newer version of the same product, Google  
15 “bricked” the first and second generation of its NLT device by stripping the devices of functionality as  
16 remotely-controllable thermostats and their ability to receive software updates from Google—before the  
17 NLTs had reached the end of their useful life.

18 3. When Google bricked the first- and second-generation NLTs, it rendered them no more  
19 “smart” than a traditional, manually-operated thermostat that no reasonable consumer would have expected  
20 to receive when they purchased the NLT.

21 4. Plaintiff thus brings this action because (1) Google’s bricking of the NLT constitutes an  
22 unfair business practice in violation of state consumer protection laws, (2) Google’s omission that it could  
23 brick these devices by removing core software functionality long before the useful life of the hardware had  
24 expired, along with its simultaneous advertising of its NLTs as “smart” devices, deceived Plaintiff and  
25 consumers at the point of purchase, (3) Google’s bricking of its devices breached the implied covenant of  
26 good faith and fair dealing in the purchase transaction by undermining the benefit of the bargain, and (4)  
27 Google’s intentional and unilateral removal of all promised features, functions, and services of first- and  
28 second-generation NLTs without users’ consent caused damage in violation of federal statutory law.

1 5. Google’s bricking of the NLT is fundamentally unfair. Indeed, as the FTC has recognized,  
2 consumers generally expect that the things they buy will work and keep working, and that includes the  
3 software necessary to make the device work. When a company unilaterally decides to make a device that  
4 it manufactured and sold stop working before the end of its physical useful life, that is unfair.

5 6. Google’s omission of its ability to strip the functionality of the NLT at the point of sale was  
6 also deceptive. Google failed to mention at the point of sale the potential loss of features and functions,  
7 while at the same time prominently advertising that the NLTs were “smart,” provided Wi-Fi connectivity,  
8 and the ability to operate them via a smartphone app.

9 7. Plaintiff and other consumers therefore reasonably believed that their NLTs would continue  
10 to function through their physical life with remote-controllability and software updates because Google  
11 never told consumers prior to purchase that this functionality could be reduced or eliminated for any reason,  
12 at any time, and without compensation to purchasers.

13 8. What’s worse, Google seemingly “bricked” the device to force consumers to upgrade to  
14 more recent versions of the same thermostat, thereby coercing consumers into purchasing a newer version  
15 of the same product.

16 9. Plaintiff and Class Members could not have anticipated that the NLT’s value and usefulness  
17 could be terminated overnight by Google, for any reason at all—though that is exactly what happened.

18 10. Google also breached the implied covenant of good faith and fair dealing inherent in the  
19 purchase transaction because the fundamental basis of bargain was that, in exchange for the purchase price,  
20 Google would provide the ability to operate these devices via a smartphone app and continue essential  
21 software support for the useful life of the hardware.

22 11. Plaintiff and Class Members would not have purchased the NLT or would have paid  
23 substantially less for it had they known that its core functionality was at risk of being stripped away at any  
24 time of Google’s choosing—including that Google could abandon all software support, remove core  
25 functionality, and essentially render “smart” devices “dumb,” before the end of their physical useful life.

26 12. As a result of Google’s misconduct as alleged herein, Plaintiff and the Class seek actual  
27 damages, restitution, disgorgement of profits, statutory damages, attorneys’ fees and costs, public  
28 injunctive relief, and all other relief the Court deems proper.

**JURISDICTION AND VENUE**

13. This Court has subject matter jurisdiction of this action under the Class Action Fairness Act of 2005, § 1332(d) because (1) the amount in controversy, exclusive of costs and interest, exceeds the sum of \$5,000,000.00; (2) the proposed Class is comprised of at least 100 members; and (3) at least one of the members of the proposed Class is a citizen of a different state than Defendants.

14. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendants are subject to personal jurisdiction here and regularly conduct business in this District and because a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this District.

**PARTIES**

15. Plaintiff is and was, at all relevant times alleged herein, a citizen of the State of Illinois, and currently resides in Illinois. Plaintiff purchased a first-generation NLT from third-party retailer Home Depot in 2011.

16. Defendant Alphabet, Inc. (“Alphabet”) is a corporation formed and existing under the laws of Delaware with its headquarters located in Mountain View, California. Defendant Alphabet is the parent company of Defendant Google LLC.

17. Defendant Google LLC is a subsidiary of Alphabet and a limited liability company organized under the laws of Delaware. Defendant Google LLC designs, manufactures, distributes, advertises, markets, and sells a line of “Smart Home” devices under the “Google Nest” brand name, including the NLT device at issue in this Complaint.

**FACTUAL ALLEGATIONS**

**I. Google Launches the NLT and then Renders First- and Second-Generation NLTs Obsolete**

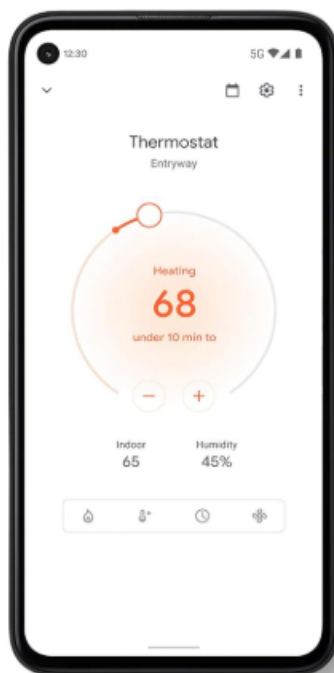
18. In October 2011, Google launched the first generation of the NLT, which it positioned as a Wi-Fi-enabled “smart” thermostat that automatically creates customized heating and cooling schedules by learning the user’s preferred temperatures, habits, and home efficiency over time. In October 2012, Google launched a second-generation version of the NLT.

19. On its website, in online advertisements, and through third-party retailers, Google marketed the first- and second-generation NLT as a thermostat that users could “[c]ontrol from anywhere” using their mobile devices. Specifically, Google advertised the NLT as able to connect to Google’s proprietary

1 app, from which users could set their home's temperature using the NLT and change other settings on the  
2 device.

## 3 **Control from anywhere.**

4  
5 With the Google Home app, you can change the temperature on  
6 the Nest Thermostat from wherever you are – whether you're on  
7 the couch or away from home.<sup>1</sup>





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13 20. Coinciding with Google’s launch of the second generation of the NLT in October 2012,  
14 Google issued a blog post on its website on October 2, 2012.<sup>1</sup> The blog post boasted a bevy of new software  
15 features included with the second-generation NLT, including “enhanced Auto-Away,” “more languages”  
16 “Auto-Schedule in Heat,” “Cool mode,” Android tablet connectivity, “System Match technology,” “True  
17 Radiant,” “Heat Pump Balance,” “Early-On,” and “Filter Reminders.”

18 21. In the blog post, Google twice acknowledged its “promise” to first- and second-generation  
19 NLT customers to provide—and keep providing—software updates and connectivity for the NLT:

20 Today we’re introducing a new Nest Learning Thermostat. New hardware, new software,  
21 new features, more compatibility, more apps, more beautiful, more tailored for you and your  
22 home.

23 We’re incredibly proud of the 2nd generation Nest thermostat. We’re also proud that we’re  
24 keeping our promise to 1st generation Nest customers. **We told them that their Nest would  
25 keep getting better, and we meant it. So every Nest owner with a Wi-Fi connected Nest  
26 will be updated to the same 3.0 software as the new Nest in the next few days.**

27 ...

28 <sup>1</sup> <https://blog.google/products-and-platforms/products/nest/next-generation-nest-thermostat/>.

1 We also want to make sure we fulfill our promise to our customers to keep improving their  
2 Nest, so every Wi-Fi connected new and existing Nest thermostat will get 3.0 software too.<sup>2</sup>

3 22. But the “promise” was broken. In April 2025, Google abruptly announced that, beginning  
4 October 25, 2025, it would discontinue software updates for first- and second-generation NLTs and prevent  
5 users from being able to these NLTs with their mobile devices.

6 23. As of today, all first- and second-generation NLTs have been stripped of all Wi-Fi  
7 connectivity. Although users can still adjust the temperature on their NLTs manually, they are no longer  
8 able to do so via their mobile devices, rendering these once “smart” devices no better than an ordinary  
9 thermostat. Nor are users able any longer to take advantage of the app-based features that came included  
10 with their purchase of the NLTs (and were heavily advertised by Google), including “Home/Away Assist,”  
11 which automatically adjusted the device’s temperature based on the user’s phone’s location; “Filter  
12 Reminder,” which notified users on their mobile devices when a filter replacement for their NLT was  
13 needed; and an “Energy History” feature that allowed users to monitor their energy usage over time on  
14 their mobile devices, as measured by the NLT (collectively, the “Discontinued Features”).

15 24. Even worse, Google no longer provides its now-bricked NLTs with software or security  
16 updates. Google acknowledges that, without these updates, the NLTs may have “decreased performance  
17 with continued use.”

18 25. By these actions, Google has rendered these NLTs essentially bricks compared to the  
19 feature-rich, remotely controllable devices consumers originally purchased, which were sold at a high price  
20 point.

21 **II. Google’s Omissions and Contradictory Advertising**

22 26. During the entire period that Google sold the first- and second-generation NLTs, it  
23 uniformly omitted at the point of purchase that their software functionality could become obsolete long  
24 before the useful life of the hardware of the devices.

25 27. While omitting at the point of sale that it could remove support for core software that  
26 enabled users to remotely control their devices, Google made representations that were contrary to the  
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28 <sup>2</sup> *Id.* (emphasis added).

1 omission of the potential time limitation of its software by touting its “promise” that the NLTs would  
2 receive ongoing software support.

3 28. Representations that were contrary to Google’s omission that the software supporting the  
4 functionality of the NLTs could be gutted long before their useful life include Google’s touting of the  
5 features and convenience of its proprietary app for remote control of the NLT, a device it represented could  
6 be “[c]ontrol[ed] from anywhere” right on its packaging.

7 29. Google had a duty to disclose the potential loss of features and functions of its NLTs  
8 because, at the point of purchase, it advertised the NLTs as having these software-based functions.

9 30. The devices’ continued software functionality also formed the fundamental basis of the  
10 bargain: consumers would pay a premium for an expensive electronic device, and in return, they would  
11 receive a device capable of remote controllability and a host of premium, app-based features not typically  
12 available with a conventional thermostat.

13 31. Google’s misrepresentations and omissions were also made on major retailers’ websites,  
14 including Google’s own website, Home Depot, and Amazon.

15 32. Consumers were not informed at or before the time of purchase that the NLTs’ core  
16 functionality could be reduced or eliminated for any reason, at any time, without compensation to  
17 purchasers, even when the physical device continued to function.

18 33. Consumers reasonably understood that the first- and second-generation NLTs would  
19 continue to function as advertised throughout their useful life.

20 34. Google has not issued refunds to any consumers for their bricked first- and second-  
21 generation NLTs.

22 35. Instead, Google has done the opposite, by actively encouraging consumers with the first-  
23 and second-generation NLTs to buy new NLT devices, and spend even more money on a newer version of  
24 the same product.

25 **III. Google’s Intentional Discontinuance of the Core Features of the First- and Second-**  
26 **Generation NLTs Constitutes an Unfair “Software Tethering” and “Bricking” Practice**

27 36. Manufacturers are incentivized to render devices obsolete so that they can manufacture and  
28 sell new ones. Increasingly, by failing to support otherwise functional devices with software functionality

1 included at sale, companies like Google unilaterally, and, prematurely, decide that devices are obsolete  
2 even though the actual hardware of the device itself has not run its useful life and functions perfectly. Left  
3 with a device that is either useless or with less software functionality, consumers are forced to buy updated  
4 devices—often from the same manufacturers.

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

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

18 Similarly, the failure to provide software updates or the failure to disclose the duration of  
19 software support raises concerns about harm consumers cannot avoid. A practice is unfair  
20 and violates the FTC Act if it is likely to cause substantial injury that could not be reasonably  
21 avoided by consumers and the injury is not outweighed by any offsetting consumer or  
22 competitive benefits that the sales practice also produces. Thus, when evaluating a  
23 manufacturer’s failure to provide updates or its failure to disclose the duration of software  
24 support it is appropriate to consider the scope of injury caused by the failure, whether this  
25 injury is reasonably avoidable by consumers, and whether there may be any offsetting  
26 benefits arising from the failure to provide software updates or disclosures about the  
27 duration of software support.<sup>3</sup>

28 38. The staff report builds on a prior blog post by the FTC that noted, “there are serious issues  
at play when consumers purchase products that unexpectedly stop functioning due to a unilateral decision  
by the company that sold it. Consumers generally expect that the things they buy will work and keep

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<sup>3</sup> *Smart Device Makers’ Failure to Provide Updates May Leave You Smarting*, FTC Staff Perspective, Nov. 2024, available at [https://www.ftc.gov/system/files/ftc\\_gov/pdf/smart-device-makers-failure-to-provide-software-updates-may-leave-you-smarting.pdf](https://www.ftc.gov/system/files/ftc_gov/pdf/smart-device-makers-failure-to-provide-software-updates-may-leave-you-smarting.pdf) [https://perma.cc/EW9W-TENT].

1 working, and that includes any technical or other support necessary for essential functioning.”<sup>4</sup>

2 39. Non-profit organization, Truth in Advertising (“TINA”), similarly acknowledged this  
3 practice as an increasingly prevalent false advertising practice it calls “software tethering,” “which is when  
4 a manufacturer uses software to control how a connected device functions after purchase, if it continues to  
5 function at all,” and may range from “taking away features that were advertised at the time of purchase or  
6 completely ‘bricking’ a device through software updates[.]”<sup>5</sup>

7 40. Consumer Reports also highlighted the concern behind companies’ lack of transparency in  
8 disclosing the lifespan of a connected smart device before consumers commit to purchasing:

9 The refusal to disclose how long a consumer can expect their connected appliances to stay  
10 secure and retain the exciting software-based functions that a consumer may have paid extra  
11 for is an example of how efforts to turn everyday devices into internet-connected computers  
12 have left a regulatory loophole that allows manufacturers to infringe on a consumers’ ability  
13 to truly own a product. . . .

14 And consumer should know when this potential loss of features or functions will happen  
15 before they plunk down their hard-earned cash on a device or appliance. Only when  
16 consumers can see how long a manufacturer plans to stand by a connected product can they  
17 make an informed decision about what they are spending their money on. Absent this  
18 information, a consumer could spend thousands on a large appliance, only for the features  
19 they rely on to stop working in a few years.<sup>6</sup>

20 41. In response to this rapidly growing harm, Consumer Reports and several other groups have  
21 called on the FTC “to create clear guidance to address the issue of software tethering which leads to several  
22 consumer harms, including . . . companies selling connected devices only to render them nonfunctional  
23 later using software.” This practice of “‘bricking’ a connected device purchased by a consumer in many  
24 cases [is an] unfair and deceptive practice[.]”<sup>7</sup>

25 <sup>4</sup> *What Happens When the Sun Sets on a Smart Product?*, FTC Business Blog, July 13, 2016, available at  
26 <https://www.ftc.gov/business-guidance/blog/2016/07/what-happens-when-sun-sets-smart-product>

27 <sup>5</sup> *2025 Deceptive Ad Trends*, Consumer News, Truth in Advertising.org, Jan. 6, 2025, available at  
28 <https://truthinadvertising.org/articles/2025-deceptive-ad-trends/> [<https://perma.cc/J2B2-TKAV>].

<sup>6</sup> *When Will Your Smart Appliance Turn Dumb? A Lack of Transparency Leaves Consumers in the Dark*,  
Consumer Reports, Sept. 25, 2024, available at <https://innovation.consumerreports.org/when-will-your-smart-appliance-turn-dumb/> [<https://perma.cc/49A9-YQFF>].

<sup>7</sup> FTC Letter, Sept. 5, 2024, available at <https://advocacy.consumerreports.org/research/group-letter-ftc-software-tethering/> [<https://perma.cc/GKS7-SSNQ>].

1           42. The FTC Letter explains “how companies are using software tethers in their devices to  
2 infringe on a consumer’s right to own the products they buy.”<sup>8</sup> “This software-server connection tethers  
3 the device to the manufacturer, giving the manufacturer post-purchase control of the software and changing  
4 the nature of ownership.”<sup>9</sup> As a result, “[c]onsumers increasingly face a death by a thousand cuts as  
5 connected products they purchase lose their software support or advertised features that may have  
6 prompted the original purchase.”<sup>10</sup>

7           43. Additional recent examples of software “bricking” in the consumer marketplace include  
8 Spotify’s connected Car Thing device that lasted only 22 months, the iKamand temperature regulating  
9 device that was discontinued within the same year, Google’s Dropcam cameras, and Amazon’s Halo health  
10 and wellness wearable devices, to name a few.<sup>11</sup>

#### 11 **IV. Online Consumer Complaints About Google’s Bricking of the NLT**

12           44. Google is well aware of widespread consumer dissatisfaction because of its unilateral  
13 decision to brick first- and second-generation NLTs.

14           45. Below is just a small sampling of the online consumer complaints about this issue:

- 15           a. “I got my Nest gen 1 as soon as it came out. I was on the original waiting list. I knew  
16 when Google bought it, they would ruin it. How can they take away our app  
17 functionality? It's already there, why remove it? That's what I paid for.” (Reddit)
- 18           b. “It is super disappointing that a thermostat that works just fine is no longer going to be  
19 working with the app. Please, Google, do what Sonos did and separate out an older  
20 version of the Nest app to work with legacy thermostats. We've had our Nest gen 2  
21 thermostat for 10 years. This lack of continued support and low lifespan makes me very  
22 hesitant to purchase any more google products.” (Change.org)
- 23           c. “I am writing to express my deep frustration regarding Google's recent decision to end  
24 support for the 1st generation Nest Thermostat. As a long-time user who has relied on  
25 this product for over a decade, I am disheartened by the impact this has on my home's  
26 heating and cooling efficiency. Living in a two-story house, I've experienced significant  
27 temperature variances between floors, making the Wi-Fi functionality of the Nest  
28 critical for my comfort. Being able to monitor and adjust the temperature remotely has  
allowed me to maintain a consistent climate in my home, especially as I spend most of

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26 <sup>8</sup> *Id.*

27 <sup>9</sup> *Id.* (citations omitted).

28 <sup>10</sup> *Id.*

<sup>11</sup> *Id.* (citations omitted).

1 my time upstairs. This adjustment capability is no longer possible with the loss of  
2 internet connectivity. It's not simply inconvenient; it's a considerable disruption.  
3 Thermostats are not appliances that can be easily swapped out.” (Change.org)

4 d. “Got screwed by Google. I bought my Nest Thermostat in 2011 and it functioned well  
5 using the Nest App, with no problems, up until October the 25th. I had received an email  
6 from Google telling me that my Nest system would no longer work after this date. They  
7 suggested that I should upgrade, OK ! I tried ,only to find out that my particular device  
8 could no longer be upgraded. However when I contacted the help line I was informed  
9 that I would have to buy the new version of the thermostat, at a cost of over \$600. There  
10 was a discount. Woooopee!” (Facebook)

11 e. “So Google Nest decided to no longer support their thermostats, of which I have two. I  
12 also have 7 temperature sensors (one for each room) so that the thermostats could be  
13 controlled by the temperature of a certain room (such as a nursery). Instead of just no  
14 longer supporting the devices, they remotely triggered a destruct so that WIFI no longer  
15 works to control the devices. That would be like Microsoft remotely disabling your  
16 Windows 10 machine now that support has ended!! This action makes Microsoft look  
17 like a good guy. I am disgusted. What if they do the same to my 8 security cameras?  
18 They want me to buy one of their new Google devices. They are being so generous as  
19 to give me a discount. It's nothing more than a money-grab. They can go fly. Not one  
20 more penny from me.” (Facebook)

21 46. Indeed, public outcry over Google’s decision to brick first- and second-generation NLTs  
22 has been so overwhelming that several NLT customers launched an online petition to persuade Google to  
23 allow users to “maintain basic functionalities” of the devices. The petition has thus far collected over 700  
24 verified signatures.<sup>12</sup>

## 25 **V. Plaintiff’s Experience**

26 47. Plaintiff purchased a first-generation NLT from third-party retailer Home Depot in 2011.

27 48. Plaintiff purchased the NLT after being exposed to, and relying on, marketing  
28 characterizing the NLT as a thermostat that could be controlled from anywhere using Google’s proprietary  
app, that included the Discontinued Features discussed above, and that would receive continuing software  
support from Google.

49. Plaintiff was not informed at or before the time of purchase that the NLT’s core

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<sup>12</sup> Let Nest Thermostats Keep Working, Change.org, available at [https://www.change.org/p/let-nest-thermostats-keep-working?recruiter=727641293&recruited\\_by\\_id=07520020-475b-11e7-9d4a-8f965663b1c8&utm\\_source=share\\_petition&utm\\_campaign=starter\\_onboarding\\_share\\_social&utm\\_medium=twitter](https://www.change.org/p/let-nest-thermostats-keep-working?recruiter=727641293&recruited_by_id=07520020-475b-11e7-9d4a-8f965663b1c8&utm_source=share_petition&utm_campaign=starter_onboarding_share_social&utm_medium=twitter) (last visited February 11, 2026).

1 functionality could be reduced or eliminated for any reason, at any time, without compensation to  
2 purchasers even when the physical device continued to function.

3 50. Plaintiff reasonably relied on Google's misrepresentations and omissions (i) because  
4 Google did not tell him prior to purchase that the NLT's software functionality would be time limited and  
5 disabled at Google's discretion long before the useful life of the hardware of the device had expired and  
6 (ii) because, at the point of purchase, Google advertised features to him without any time limitation—  
7 including the NLT's remote controllability, ongoing software support, and the Discontinued Features, all  
8 of which were important to his decision to purchase the NLT.

9 51. Plaintiff would not have purchased an NLT, or would have paid substantially less for it, had  
10 he known that Google could reduce or eliminate the device's core functionality for any reason, at any time,  
11 without compensation to purchasers even when the physical device continued to function.

### 12 CLASS ALLEGATIONS

13 52. Pursuant to Federal Rule of Civil Procedure 23(a), (b)(2), and (b)(3), Plaintiff brings this  
14 action individually and on behalf of proposed Classes of similarly situated persons defined as follows:

15 **Nationwide Class:** All persons who reside in the United States who purchased a first- or  
16 second-generation NLT and still owned the device as of October 25, 2025.

17 **Illinois Subclass:** All persons who reside in Illinois who purchased a first- or second-  
18 generation NLT and still owned the device as of October 25, 2025.

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

21 54. Plaintiff reserves the right to modify or amend the definitions of the Classes as this litigation  
22 proceeds.

23 55. **Numerosity and Ascertainability:** The members of the Classes are so numerous that  
24 joinder of all members is impracticable. Plaintiff is informed and believes that the proposed Classes contain  
25 at least thousands of individuals who have been damaged by Defendants' conduct as alleged herein. The  
26 precise number of Class Members is unknown to Plaintiff at this time, but Plaintiff anticipates that the  
27 number and identities of Class Members are administratively feasible and can be determined through  
28 appropriate discovery in the possession of Defendants and/or third-party retailers.



1 61. Plaintiff and Class Members entered into a contract with Google when they purchased their  
2 NLTs.

3 62. Google breached the contract when it “bricked” the devices, stripped them of functionality,  
4 and deprived them of the functions they were advertised to have at the point of sale.

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

11 64. Google breached the covenant of good faith when it exercised its discretion to unilaterally  
12 and intentionally dismantle nearly all features of the NLTs, as described above, rendering the devices  
13 largely obsolete far before their physical useful life. In so doing, Google undermined Plaintiff and Class  
14 Members’ right to receive the benefit of the bargain.

15 65. Plaintiff and Class Members have performed or substantially performed all obligations  
16 imposed on them under the contract.

17 66. Plaintiff and Class Members have sustained damages as a direct result of Google’s breach  
18 of the contract and breach of the implied covenant of good faith and fair dealing.

19 **SECOND CAUSE OF ACTION**

20 **Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act (the “ICFA”)**

21 **815 ILCS 505/1, et seq.**

22 **(On Behalf of Plaintiff and the Illinois Subclass)**

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

24 68. Defendants are “persons” as defined in 815 ILCS 505/1(c).

25 69. Plaintiff and Class Members are “consumers” as defined in 815 ILCS 505/1(e).

26 70. The Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”) prohibits  
27 “unfair or deceptive acts or practices, including but not limited to the use or employment of any deception,  
28 fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any  
material fact, with intent that others rely upon the concealment, suppression or omission of such material

1 fact . . . in the conduct of trade or commerce . . . whether any person has in fact been misled, deceived or  
2 damaged thereby.” 815 ILCS 505/2.

3 71. Defendants engaged in misleading, false, unfair or deceptive acts or practices that violated  
4 the ICFA, through both their affirmative misrepresentations and material omissions as alleged herein.

5 72. Defendants intentionally and knowingly engaged in these unfair and unlawful practices.  
6 Google knew that Plaintiff and Class Members could not reasonably be expected to learn of Google’s intent  
7 to “brick” the NLTs until such action occurred.

8 73. Defendants knew or should have known that its conduct violated the ICFA, as it should  
9 have known that its misrepresentations and omissions were false.

10 74. Defendants’ unfair or deceptive acts and practices were likely to and did in fact deceive  
11 consumers, including Plaintiff.

12 75. Plaintiff relied on Google’s misrepresentations and omissions as discussed above.

13 76. Plaintiff and Class Members would not have purchased the NLTs or would have paid  
14 substantially less for them, but for Defendants’ misrepresentations and omissions.

15 77. Plaintiff and Class Members suffered ascertainable loss and actual damages as a direct and  
16 proximate result of Defendants’ misrepresentations and their concealment of and failure to disclose  
17 material information.

18 78. Defendants’ violations present a continuing risk to Plaintiff, Class Members, and the general  
19 public. Defendants’ unlawful acts and practices complained of herein affect the public interest.

20 79. Pursuant to 815 ILCS 505/10a(a), Plaintiff and the Illinois Subclass seek monetary relief  
21 against Defendants in the form of actual damages as well as punitive damages because Defendants acted  
22 with fraud and/or malice and/or were grossly negligent.

23 80. Plaintiff also seeks attorneys’ fees and an order enjoining Defendants’ unfair and deceptive  
24 acts or practices, and any other relief available under 815 ILCS 505/1 *et seq.*

25 **THIRD CAUSE OF ACTION**  
26 **Violation of California’s Unfair Competition Law (the “UCL”), Unfair Prong**  
27 **Cal. Bus. & Prof. Code §§ 17200, *et seq.***  
28 **(On Behalf of Plaintiff and the Nationwide Class)**

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

1 82. Defendants’ unlawful conduct emanated from its headquarters in California and therefore  
2 it is appropriate to apply California law on behalf of the Nationwide Class. Additionally, without conceding  
3 any choice of law provision is valid and enforceable here, to the extent any choice of law provision is  
4 enforced, California law applies.

5 83. California Business & Professions Code § 17200 prohibits acts of “unfair competition,”  
6 including any “unlawful, unfair, or fraudulent business act or practice.” Google’s conduct related to  
7 deceptively representing that the NLTs provide features, capabilities, services, and uses violates the  
8 statute’s “unfair” prong.

9 84. The UCL imposes strict liability. Plaintiff need not prove that Google intentionally or  
10 negligently engaged in unfair business practices—only that such practices occurred.

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

15 86. Google committed unfair business acts and practices in violation of Cal. Bus. & Prof. §  
16 17200, *et seq.*, by stripping its NLTs of essentially all functionality, long before the expiration of their  
17 useful life, a practice known as “bricking.”

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

20 88. As explained by the FTC, the “failure to provide software updates or the failure to disclose  
21 the duration of a product’s software support” constitutes “unfair” conduct and “violates the FTC Act”  
22 because it results in unavoidable harm to consumers and causes them substantial injury.

23 89. Google’s affirmative action of stripping its devices of their ability to function before the  
24 expiration of their useful life imposes a financial detriment to consumers while benefitting Google.

25 90. Google caused consumers substantial injury by charging a premium for the NLTs’ software  
26 features and then discontinuing access to that same software, causing consumers to lose money as a result.  
27 The substantial injury to consumers outweighs any countervailing benefit to Google. Defendants’ acts and  
28 practices constitute immoral, unethical, oppressive, and unscrupulous activities that are substantially

1 injurious to consumers.

2 91. The harm to Plaintiff and the Class outweighs the utility of Defendants' practices. There  
3 were reasonably available alternatives to further Defendants' legitimate business interests, other than the  
4 unfair conduct described herein.

5 92. Had Plaintiff and Class Members known that Defendants would render their devices less  
6 functional by removing many of their features, they would have paid less for the devices or would not have  
7 purchased them at all.

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

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

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

26 96. Legal remedies available to Plaintiff and Class Members are also inadequate because they  
27 do not address likely future harms. As of the date of this filing, Google has failed to restore software  
28 functionality for first- and second-generation NLTs. If Google is not ordered to take these or similar

1 actions, Google will continue to injure Plaintiff and Class members through the misconduct alleged herein.

2 97. Plaintiff's and Class Members' claims are cognizable under the UCL because Defendants  
3 designed, manufactured, distributed, advertised, marketed, and sold the NLTs from Google's California  
4 headquarters.

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

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

10 99. Defendants' unlawful conduct emanated from its headquarters in California and therefore  
11 it is appropriate to apply California law on behalf of the Nationwide Class. Additionally, without conceding  
12 any choice of law provision is valid and enforceable here, to the extent any choice of law provision is  
13 enforced, California law applies.

14 100. California Business & Professions Code § 17200 prohibits acts of "unfair competition,"  
15 including any "unlawful, unfair, or fraudulent business act or practice." Google's conduct related to  
16 deceptively representing that its NLTs provide features, capabilities, services, and uses violates the  
17 statute's "fraudulent" prong.

18 101. The UCL imposes strict liability. Plaintiff need not prove that Google intentionally or  
19 negligently engaged in fraudulent business practices—only that such practices occurred.

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

22 103. Google committed fraudulent business acts and practices in violation of Cal. Bus. & Prof.  
23 § 17200, *et seq.*, by their misrepresentations and omissions as described above.

24 104. Plaintiff and Class Members acted reasonably when they relied on Google's  
25 misrepresentations and omissions in purchasing their devices.

26 105. Had Plaintiff and Class Members known that Defendants would render the NLTs less  
27 functional by removing many of their features, they would have paid less for the devices or would not have  
28 purchased them at all.

106. As a direct and proximate result of Google's fraudulent practices, Plaintiff and Class

1 Members have suffered damages.

2 107. Google has been unjustly enriched and should be required to disgorge its unjust profits and  
3 make restitution to Plaintiff and Class Members pursuant to Cal. Bus. & Prof. Code §§ 17203 and 17204.

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

18 109. Legal remedies available to Plaintiff and Class Members are also inadequate because they  
19 do not address likely future harms. As of the date of this filing, Google has failed to restore software  
20 functionality for first- and second-generation NLTs. If Google is not ordered to take these or similar  
21 actions, Google will continue to injure Plaintiff and Class members through the misconduct alleged herein.

22 110. Plaintiff's and Class Members' claims are cognizable under the UCL because Defendants  
23 designed, manufactured, distributed, advertised, marketed, and sold the NLTs from Google's California  
24 headquarters.

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

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

1 112. Defendants’ unlawful conduct emanated from its headquarters in California and therefore  
2 it is appropriate to apply California law on behalf of the Nationwide Class. Additionally, without conceding  
3 any choice of law provision is valid and enforceable here, to the extent any choice of law provision is  
4 enforced, California law applies.

5 113. California Business & Professions Code § 17200 prohibits acts of “unfair competition,”  
6 including any “unlawful, unfair, or fraudulent business act or practice.” Google’s conduct related to  
7 deceptively representing that its first- and second-generation NLTs provide certain features, capabilities,  
8 services, and uses violates the statute’s “unlawful” prong.

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

11 115. A business practice is “unlawful” under the UCL if it violates any other law or regulation.

12 116. Google’s conduct constitutes an “unlawful” act under the UCL, because as alleged herein,  
13 it also constitutes violations of the other statutes, such as the CLRA.

14 117. As a direct and proximate result of Google’s unlawful practices, Plaintiff and Class  
15 Members have suffered damages.

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

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

1 cannot serve as an adequate remedy at law. Due to these differences in proof and certainty, equitable relief  
2 is appropriate because Plaintiff may lack an adequate remedy at law for damages. Even if legal remedies  
3 may be available, Plaintiff seeks equitable remedies in the alternative to legal ones, which are yet uncertain.

4 120. Legal remedies available to Plaintiff and Class Members are also inadequate because they  
5 do not address likely future harms. As of the date of this filing, Google has failed to restore software  
6 functionality for first- and second-generation NLTs. If Google is not ordered to take these or similar  
7 actions, Google will continue to injure Plaintiff and Class Members through the misconduct alleged herein.

8 121. Plaintiff's and Class Members' claims are cognizable under the UCL because Defendants  
9 designed, manufactured, distributed, advertised, marketed, and sold the NLTs from Google's California  
10 headquarters.

11 **SIXTH CAUSE OF ACTION**  
12 **Violation of California's Consumers Legal Remedies Act (the "CLRA")**  
13 **Cal. Civ. Code §§ 1770, et seq.**  
14 **(On Behalf of Plaintiff and the Nationwide Class)**

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

16 123. Defendants' unlawful conduct emanated from its headquarters in California and therefore  
17 it is appropriate to apply California law on behalf of the Nationwide Class. Additionally, without conceding  
18 any choice of law provision is valid and enforceable here, to the extent any choice of law provision is  
19 enforced, California law applies.

20 124. Plaintiff and each Class Member are "consumers" as defined by California Civil Code  
21 § 1761(d). Defendants' NLTs are "goods" within the meaning of Cal. Civ. Code § 1761(a). Defendants'  
22 sale of the NLTs were "transactions" within the meaning of Cal. Civ. Code § 1761(e).

23 125. Google violated the CLRA by engaging in the following practices proscribed by California  
24 Civil Code § 1770(a) in transactions with Plaintiff and Class Members which were intended to result in,  
25 and did result in, the sale of the NLTs:

- 26 a. "Representing that goods or services have . . . characteristics . . . [and] uses . . . that they do  
27 not have" (a)(5);
- 28 b. "Representing that the subject of a transaction has been supplied in accordance with a  
previous representation when it has not" (a)(16).

1 126. Specifically, Google made misleading representations to consumers that the NLTs had  
2 specific features and omitted the material fact that it could strip many of the NLTs' advertised uses long  
3 before the end of their useful life.

4 127. Google was under a duty to Plaintiff and Class Members to disclose that it could or would  
5 render the NLTs less functional because Google made affirmative statements to the contrary when it sold  
6 the device and touted its advertised benefits without time limitation.

7 128. Google's material misrepresentations and omissions alleged herein were material to and  
8 relied upon by reasonable consumers when deciding whether to purchase the NLT or pay a lesser price for  
9 a comparable device.

10 129. Had Plaintiff and Class Members known that Google would eliminate the advertised  
11 functionality of their devices, they would not have purchased them or would have paid much less for them.

12 130. Plaintiff and Class Members have been damaged as a result of Google's violations of the  
13 CLRA as alleged herein.

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

19 **SEVENTH CAUSE OF ACTION**  
20 **Violation of Computer Fraud and Abuse Act (the "CFAA")**  
21 **18 U.S.C. § 1030, et seq.**  
22 **(On Behalf of Plaintiff and the Nationwide Class)**

23 132. Plaintiff repeats and incorporates all of the preceding allegations as if fully set forth herein.

24 133. Google's NLT device constitute "protected computers" as that term is defined in the CFAA.

25 134. In or around April 2025, Google announced its intention to cease supporting first- and  
26 second-generation NLTs.

27 135. On or about October 25, 2025, Google discontinued software updates for first- and second-  
28 generation NLTs and prevented users from being able to these NLTs with their mobile devices.

136. NLT owners did not provide Google with authorization to access their NLTs for purposes

1 of substantially limiting the functionality, uses, and services of the NLTs.

2 137. Defendant’s intentional removal of Wi-Fi connectivity, all Discontinued Features, and  
3 software and security updates from the NLTs caused damage to Plaintiff and Class Members, resulting in  
4 a significantly less useful product.

5 138. Defendant’s intentional acts caused damage to all Google NLTs sold in the United States  
6 and caused aggregate damages in excess of \$5,000,000.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff, individually and on behalf of the Classes, respectfully requests that the  
9 Court enter judgment in his favor and against Defendants, as follows:

- 10 A. Certifying the Classes as requested herein, appointing Plaintiff as Class Representative, and  
11 appointing his counsel as Class Counsel;
- 12 B. Awarding monetary damages, statutory damages, and/or punitive damages where  
13 appropriate;
- 14 C. Ordering Defendants to disgorge and make restitution of all monies Defendants acquired  
15 by means of the unlawful practices set forth above;
- 16 D. Awarding declaratory and public injunctive relief as permitted by law or equity, including  
17 enjoining Defendants from continuing the unlawful practices as set forth herein;
- 18 E. Ordering Defendants to distribute a refund to each Class Member;
- 19 F. Awarding Plaintiff and Class Members their costs and expenses incurred in the action,  
20 including reasonable attorneys’ fees and both pre- and post-judgment interest on any  
21 amounts awarded; and
- 22 G. Providing such further relief as may be just and proper.

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**JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable.

Dated: March 2, 2026

**KALIELGOLD PLLC**

By: /s/ Sophia Goren Gold

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