

**DEREK SMITH LAW GROUP, PLLC**  
Ishan Dave, State Bar No. 307420  
Alexander G. Cabeceiras, Esq.  
*(Pro Hac Application Forthcoming)*  
Abraham Z. Melamed, State Bar No. 326607  
633 West 5th Street, Suite 3250  
Los Angeles, CA 90071  
Telephone: (310) 602-6050  
Facsimile: (310) 602-6350  
Email: [Ishan@dereksmithlaw.com](mailto:Ishan@dereksmithlaw.com)

Attorney for Plaintiffs,

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

DAVID WIEG, individually  
and on behalf of other members  
of the general  
public similarly situated,

Plaintiff,

v.

ROBINHOOD FINANCIAL  
LLC  
ROBINHOOD SECURITIES,  
LLC  
ROBINHOOD MARKETS,  
INC.,

Defendant.

**CLASS ACTION COMPLAINT**

Case No.

**COMPLAINT FOR DECLARATORY  
RELIEF AND DAMAGES FOR:**

- (1) BREACH OF CONTRACT;
- (2) BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;
- (3) NEGLIGENCE;
- (4) BREACH OF FIDUCIARY DUTY;
- (5) VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW, (Cal. Bus. & Prof. Code §§ 17200, et seq.);
- (6) VIOLATIONS OF CALIFORNIA’S CONSUMERS LEGAL REMEDIES ACT (Cal. Civ. Code §§ 1750, et seq. 60);

**DEMAND FOR JURY TRIAL**

Plaintiff David Wieg (“Plaintiff”), by and through his attorneys DEREK SMITH LAW GROUP, PLLC, alleges as follows on behalf of himself and all other members of the general public similarly situated:

**NATURE OF THE ACTION**

- 1. Robinhood is an online brokerage firm.

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2. Robinhood purposefully, willfully, and knowingly removing the stock “GME” from its trading platform in the midst of an unprecedented stock rise thereby deprived retail investors of the ability to invest in the open-market and manipulating the open-market.

**PARTIES**

3. Plaintiff David Wieg was and is a citizen of the State of California.
4. Defendant Robinhood Financial LLC is a Delaware corporation with its principal place of business at 85 Willow Road, Menlo Park, California 94025. It is a wholly-owned subsidiary of Robinhood Markets, Inc. Robinhood Financial LLC is registered as a broker-dealer with the U.S. Securities & Exchange Commission (“SEC”). Defendant Robinhood Financial LLC acts as an introducing broker and has a clearing arrangement with its affiliate Defendant Robinhood Securities, LLC.
5. Defendant Robinhood Securities, LLC is a Delaware corporation with its principal place of business at 500 Colonial Center Parkway, Suite 100, Lake Mary, Florida 32746. It is a wholly owned subsidiary of Defendant Robinhood Markets, Inc. Defendant Robinhood Securities, LLC is registered as a broker-dealer with the SEC. Defendant Robinhood Financial LLC acts as a clearing broker and clears trades introduced by its affiliate Defendant Robinhood Financial.

1 6. Defendant Robinhood Markets, Inc. is a Delaware corporation with its principal place of  
2 business at 85 Willow Road, Menlo Park, California 94025. Defendant Robinhood  
3 Markets, Inc. is the corporate parent of Defendants Robinhood Financial LLC and  
4 Robinhood Securities, LLC.  
5

6  
7 7. The above-named corporate defendants herein referred to collectively as “Robinhood.”  
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10  
11 **JURISDICTION AND VENUE**  
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13 8. This Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. §  
14 1332(d)(2). The aggregate claims of all members of the proposed class and subclass(es)  
15 are in excess of \$5 million, exclusive of interest and costs, and there are more than 100  
16 putative class members. Many members of the proposed class are citizens of a state  
17 different from Defendant.  
18

19  
20 9. Pursuant to 28 U.S.C. § 1391, this Court is the proper venue for this action because a  
21 substantial part of the events, omissions, and acts giving rise to the claims herein  
22 occurred in this District where Robinhood, distributed, marketed, advertised, and sold the  
23 trading services which are the subject of the present complaint. Finally, venue is  
24 appropriate in this District pursuant to 28 USC § 1391(b)(2) because a substantial part of  
25 the acts and omissions that gave rise to this Complaint occurred or emanated from this  
26 District.  
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1 10. This Court has personal jurisdiction over Robinhood because it is authorized to do  
2 business and does conduct business in California, and because it has specifically  
3 marketed, advertised, and made substantial sales in California, and has sufficient  
4 minimum contacts with this state and/or sufficiently avails itself of the markets of this  
5 state through its promotion, sales, and marketing within this state to render the exercise of  
6 jurisdiction by this Court permissible.  
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10 **FACTUAL ALLEGATIONS**  
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12 11. Robinhood is an online brokerage firm. Its customers place securities trades through the  
13 firm’s website, by using a web-based application (or “app”). Robinhood permits  
14 customers to purchase and sell securities, including futures contracts.  
15

16  
17 12. Robinhood has experienced significant growth as a relatively new online brokerage firm.  
18 In 2019, Robinhood raised \$323 million in funding at a \$7.6 billion valuation. The firm  
19 markets itself primarily to younger investors and claims over 10 million users of its  
20 trading app.  
21

22  
23 13. On or about March 23, 2016, Robinhood’s official Twitter account stated: “*Let the people*  
24 *trade.*” They have since disregarded their mantra and have blocked access for millions of  
25 its customers to trade particular securities.  
26

27  
28 14. On or around January 11, 2021, stocks in GameStop Corp. (“GME”) began to rise.  
29  
30

1 15. At that time, Robinhood allowed retail investors to trade GME on the open market.

2  
3  
4 16. On or about January 27, 2021 Robinhood, in order to slow the growth of GME and  
5 deprived their customers of the ability to use their service, abruptly, purposefully,  
6 willfully, and knowingly pulled GME from their app. Meaning, retail investors could no  
7 longer buy or even search for GME on Robinhood's app.  
8

9  
10 17. Upon information and belief, Robinhood's actions were done purposefully and  
11 knowingly to manipulate the market for the benefit of people and financial intuitions who  
12 were not Robinhood's customers.  
13

14  
15 18. Since pulling the stock from their app, GME prices have gone up, depriving investors of  
16 potential gains.  
17

18  
19 19. Additionally, in the event GME goes down, Robinhood has deprived investors of  
20 "shorting" GME in the hopes the price drops.  
21

22  
23 20. In sum, Robinhood has completely blocked retailer investors from purchasing GME for  
24 no legitimate reason, thereby depriving retailer investors from the benefits of  
25 Robinhood's services.  
26

27  
28 21. The Financial Industry Regulatory Authority ("FINRA"), which governs brokers like  
29 Robinhood, espouses rule 5310 regarding "Best Execution and Interpositioning." Rule  
30

1 5310.01 requires that Robinhood “*must make every effort to execute a marketable*  
2 *customer order that it receives promptly and fully.*” By failing to respond at all to  
3 customers’ placing timely trades—and outright blocking customers from trading a  
4 security—Robinhood has breached these, among other, obligations and caused its  
5 customers substantial losses due solely to its own negligence and failure to maintain  
6 adequate infrastructure.  
7

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9  
10 22. Robinhood continues to randomly pull other securities from its app for no legitimate  
11 reason.  
12

13 23. Upon information and belief, Robinhood is pulling securities like GME from its platform  
14 in order to slow growth and help benefit individuals and institutions who are *not*  
15 Robinhood customers but are Robinhood large institutional investors or potential  
16 investors.  
17  
18

19  
20 ***Plaintiff’s Experience***  
21

22 24. On the morning on January 28, 2021, Plaintiff used his Robinhood app, searched for  
23 GME and other stocks on Robinhood’s app, and found it was unavailable. The stock did  
24 not even appear, although GME is a publicly traded company available on all other  
25 platforms.  
26

27 25. Plaintiff intended to purchase GME stocks and other stocks from Robinhood’s app and  
28 was deprived of that ability due to Robinhood’s actions.  
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1 26. Thus, Plaintiff, like so many others, lost out on all earning opportunities.  
2

3  
4 **CLASS ACITON ALLEGATIONS**

5 27. Plaintiff brings claims pursuant to Federal Rule of Civil Procedure 23 on behalf of the  
6 following Class, as defined below:  
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8  
9 **All Robinhood customers within the United States.**

10  
11 28. Additionally, or in the alternative, Plaintiff brings claims pursuant to Federal Rule of  
12 Civil Procedure 23 on behalf of the following Subclass, as defined below:  
13

14  
15 **All Robinhood customers within the United States who were not able to execute**  
16 **trades on GME after Robinhood knowingly, willfully, and purposefully removed it**  
17 **completely from their platform.**  
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19  
20 29. Additionally, or in the alternative, Plaintiff brings claims pursuant to Federal Rule of  
21 Civil Procedure 23 on behalf of the following Class, as defined below:  
22

23  
24 **All Robinhood customers within the State of California (hereinafter referred to as**  
25 **“California Subclass” or collectively referred to as “Subclass”).**  
26

27  
28 30. Additionally, or in the alternative, Plaintiff brings claims pursuant to Federal Rule of  
29 Civil Procedure 23 on behalf of the following Subclass, as defined below:  
30

1  
2 **All Robinhood customers within the State of California who were not able to**  
3 **execute trades on GME and other stocks after Robinhood knowingly, willfully, and**  
4 **purposefully removed them completely from their platform (hereinafter referred to**  
5 **as “California Subclass” or collectively referred to as “Subclass”).**  
6

7  
8  
9 31. Excluded from the Class are the Robinhood entities and their current employees, counsel  
10 for either party, as well as the Court and its personnel presiding over this action.  
11

12 32. This action has been brought and may properly be maintained as a class action against  
13 Robinhood pursuant to the provisions of Federal Rule of Civil Procedure 23.  
14

15  
16 33. **Numerosity:** The precise number of members of the proposed Class is unknown to  
17 Plaintiff at this time, but, based on information and belief, Class members are so  
18 numerous that their individual joinder herein is impracticable. Based on information and  
19 belief and publicly available reports, Class members number in the hundreds of  
20 thousands and up to ten million. Subclass members are likely in the thousands. All Class  
21 and Subclass members may be notified of the pendency of this action by reference to  
22 Robinhood’s records, or by other alternative means.  
23  
24

25  
26 34. **Commonality:** Numerous questions of law or fact are common to the claims of Plaintiff  
27 and members of the proposed Class. These common questions of law and fact exist as to  
28 all Class members and predominate over questions affecting only individual Class  
29  
30



1 members. These common legal and factual questions include, but are not limited to the  
2 following:

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- 5 a. Whether Robinhood knowingly failed to provide the financial services that were  
6 needed to handle reasonable consumer demand, including trading securities that are  
7 available on every other competitive trading platform;  
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- 9
- 10 b. Whether Robinhood failed to provide the duty of care to their customers when they  
11 purposefully removed GME;  
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- 14 c. Whether Robinhood removed GME purposefully to harm their customers' positions  
15 in GME and benefit their own potential financial gains;  
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- 17
- 18 d. Whether Robinhood violated FINRA Rule 5310, among other FINRA rules, state  
19 rules, and federal regulations;  
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- 21
- 22 e. Whether Robinhood violated consumer protection laws in failing to disclose that its  
23 services would not include the ability to trade on GME, and other securities, for  
24 substantial periods of time;  
25
- 26
- 27 f. Whether Robinhood was in breach of its legal, regulatory, and licensing requirements  
28 by failing to provide adequate access to financial services;  
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- 1 g. Whether Robinhood was in breach of its contracts and/or the implied covenant of  
2 good faith and fair dealing in connection with its failure to provide financial services;  
3  
4  
5 h. Whether Robinhood was negligent or grossly negligent by failing to provide financial  
6 services in a timely manner due to its own possible nefarious desires;  
7  
8  
9 i. Whether Robinhood breached its fiduciary duties to customers by failing to provide  
10 adequate access to financial services;  
11  
12  
13 j. Whether Robinhood was unjustly enriched by its conduct;  
14  
15 k. Whether Plaintiff and the other Class members were injured by Robinhood's conduct,  
16 and if so, the appropriate class-wide measure of damages, restitution, and other  
17 appropriate relief, including injunctive relief.  
18  
19  
20 l. Whether Plaintiff and the other Class members are entitled to injunctive and  
21 declaratory relief.  
22  
23

24 **35. Typicality:** The claims of the named Plaintiff are typical of the claims of the proposed  
25 Class in that the named Plaintiff was a customer during the class period and was unable  
26 to trade GME and place time-sensitive trades on GME and sustained damages as a result  
27 of Robinhood's wrongful conduct.  
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1 36. **Adequate Representation:** Plaintiff will fairly and adequately represent the interests of  
2 the Class in that he has no conflicts with any other Class members. Plaintiff has retained  
3 competent counsel experienced in prosecuting complex class actions, including those  
4 involving financial services, and they will vigorously litigate this class action.  
5

6  
7 37. **Predominance and Superiority:** There is no plain, speedy, or adequate remedy other  
8 than by maintenance of this class action. A class action is superior to other available  
9 means, if any, for the fair and efficient adjudication of this controversy. Prosecution of  
10 separate actions by individual Class members would create the risk of inconsistent or  
11 varying adjudications, establishing incompatible standards of conduct for the Defendant.  
12 Additionally, given the relatively modest damages sustained by most individual Class  
13 members, few, if any, proposed Class members could or would sustain the economic  
14 burden of pursuing individual remedies for Robinhood's wrongful conduct. Treatment as  
15 a class action will achieve substantial economies of time, effort, and expense, and provide  
16 comprehensive and uniform supervision by a single court. This class action presents no  
17 material difficulties in management.  
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21  
22 38. Class action certification is warranted under Fed. R. Civ P. 23(b)(1)(A) because the  
23 prosecution of separate actions by individual members of the proposed Class would  
24 create a risk of inconsistent or varying adjudications with respect to individual Class  
25 members, which may produce incompatible standards of conduct for Defendants. 34.  
26 Class action certification is warranted under Fed. R. Civ P. 23(b)(1)(B) because the  
27 prosecution of separate actions by individual members of the proposed Class would  
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1 create a risk of adjudications with respect to individual Class members which may, as a  
2 practical matter, be dispositive of the interests of the other members not parties to the  
3 adjudications or substantially impair or impede their ability to protect their interests.  
4

5  
6 39. The prerequisites to maintaining a class action for injunctive or equitable relief pursuant  
7 to Fed. R. Civ. P. 23(b)(2) are met as Robinhood has acted or refused to act on grounds  
8 generally applicable to the Class, thereby making final injunctive, declaratory, or  
9 equitable relief appropriate with respect to the Class as a whole. 36. Class action  
10 certification is also warranted under Fed. R. Civ P. 23(b)(3) because questions of law or  
11 fact common to the Class members predominate over any questions affecting only  
12 individual members, and a Class action is superior to other available remedies for the fair  
13 and efficient adjudication of this controversy. The amount of damages available to the  
14 individual Plaintiff is insufficient to make litigation addressing Robinhood's conduct  
15 economically feasible for most in the absence of the class action procedure.

16  
17 Individualized litigation also presents a potential for inconsistent or contradictory  
18 judgments, and increases the delay and expense to all parties and the court system  
19 presented by the legal and factual issues of the case. By contrast, the class action device  
20 presents far fewer management difficulties and provides the benefits of a single  
21 adjudication, economy of scale, and comprehensive supervision by a single court.  
22  
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26 40. Class action certification is also warranted under Fed. R. Civ P. 23(c)(4) because  
27 questions of law or fact common to the Class members may be certified and decided by  
28 this Court on a class wide basis.  
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**CAUSE OF ACTION I**  
**For Breach of Contract**

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4 41. Plaintiffs hereby incorporate by reference the factual allegations set forth  
5 above.

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8 42. In order to use the Robinhood trading platform, a potential customer must enter into the  
9 Customer Agreement with Robinhood.

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12 43. Plaintiff and all class members did enter into a Customer Agreement with Robinhood.

13  
14 44. Robinhood breached its Customer Agreement by, among other things, failing to disclose  
15 that its platform was going to randomly pull a profitable stock from its platform; that  
16 Robinhood failed to provide adequate explanation to their customers; that Robinhood  
17 knowingly put their customers at a disadvantage compared to customers who used other  
18 trading apps; that Robinhood failed to provide access to its own financial incentives to  
19 pull certain securities including GME; that Robinhood's prohibited plaintiffs from  
20 performing in a timely manner (or at all) under the contract; that Robinhood failed to  
21 comply with all applicable legal, regulatory, and licensing requirements; and that  
22 Robinhood failed to exercise trades and actions requested by customers.  
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26  
27 45. As such, Robinhood breached its Customer Agreement with Plaintiff and Class members.  
28  
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1 46. Robinhood's failure to perform and its breaches of the Customer Agreement resulted in  
2 damages and losses to Plaintiff and Class members and continues to expose them to harm  
3 because Robinhood continues to fail to perform under the Customer Agreement. These  
4 losses reflect damages to Plaintiff and Class members in an amount to be determined at  
5 trial or separate proceedings as necessary.  
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9 **CAUSE OF ACTION II**  
10 **Breach of the Implied Covenant of Good Faith and Fair Dealing**

11 47. Plaintiffs hereby incorporate by reference the factual allegations set forth above.  
12

13 48. Plaintiffs and members of the Class and Subclass entered into the Customer Agreement  
14 with Defendant Robinhood to open a Robinhood trading account. They agreed to  
15 Robinhood's Terms and Conditions by using Robinhood's website and trading platform.  
16

17 49. Plaintiffs and members of the Class and Subclass fulfilled their obligations under these  
18 contracts by adhering to their terms and using Robinhood's trading services through its  
19 website and trading platform.  
20

21 50. Robinhood was obligated to provide the trading services required under those contracts at  
22 all times, including but not limited to, trades for GME.  
23

24 51. When initially signing up for Robinhood, Plaintiff and all those similarly situated could  
25 and most actually did trade GME.  
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1  
2 52. Robinhood unfairly interfered with the rights of Plaintiffs and members of the Class and  
3 Subclass to receive the benefits of the Customer Agreement by, among other things, (i)  
4 failing to provide services necessary to carry out a trade; (ii) failing to provide certain  
5 trading services whatsoever; (iii) failing to inform individuals in a timely member of the  
6 drastic changes in trading abilities; and (iv) prohibiting plaintiffs from buying GME for  
7 Robinhood's own pecuniary interest and not disclosing those interest to Plaintiffs and all  
8 Class and Subclass members.  
9

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11  
12 53. Robinhood's conduct has caused Plaintiffs and members of the Class and Subclass harm,  
13 losses, and damages. These losses reflect damages to Plaintiffs and members of the Class  
14 and Subclass in an amount to be determined at trial or separate proceedings as necessary.  
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19 **CAUSE OF ACTION III**  
20 **Negligence**

21 54. Plaintiffs hereby incorporate by reference the factual allegations set forth above.  
22 Robinhood had a duty to exercise reasonable care in conducting and facilitating  
23 transactions for its customers.  
24

25  
26 55. Robinhood had a duty to exercise reasonable care in providing trades on the free, open  
27 market for its customers.  
28  
29

1 56. Robinhood unlawfully breached its duties by, among other things, (i) removed GME  
2 without notice from its trading app; (ii) failed to provide financial services related to  
3 GME; (iii) failing to notify customers in a timely manner of the GME “blackout.”  
4

5  
6 57. Robinhood’s conduct as set forth in this Complaint was want of even scant care, and its  
7 acts and omissions were and continue to be an extreme departure from the ordinary  
8 standard of conduct. Their actions breach any duty of care to their customers, but are also  
9 inconsistent with the standard of care expected from similar firms in the open market.  
10

11  
12 58. Upon information and belief, no institutions similar to Robinhood has ever outright  
13 banned customers from purchasing a specific share of a specific security.  
14

15  
16 59. Robinhood essentially abandoned its customers altogether by pulling GME, a standard of  
17 care so far below what is required for a business engaging in time sensitive trading  
18 services that it amounts to a complete abandonment of its duties.  
19

20  
21 60. Robinhood’s grossly negligent and wrongful breaches of its duties owed to Plaintiffs and  
22 members of the Class and Subclass proximately caused losses and damages that would  
23 not have occurred but for Robinhood’s gross breach of its duty of due care. These losses  
24 reflect damages to Plaintiffs and members of the Class and Subclass in an amount to be  
25 determined at trial or separate proceedings as necessary.  
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**CAUSE OF ACTION IV**  
**Breach of Fiduciary Duty**

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4 61. Plaintiff hereby incorporates by reference the factual allegations contained herein.

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6 62. As a licensed provider of financial services, Robinhood at all times relevant herein was a  
7 fiduciary to Plaintiff and Class members and owed them the highest good faith and  
8 integrity in performing its financial services on their behalf. Robinhood also acted as a  
9 fiduciary to each and every customer who agreed to the Customer Agreement.  
10

11  
12 63. Robinhood breached its fiduciary duties to Plaintiff and Class members by, among other  
13 things, failing to disclose that its platform was going to remove GME purchases in a  
14 timely manner; actually removing GME; removing GME for its own pecuniary benefits;  
15 that Robinhood failed to provide access to its financial services in a timely manner; that  
16 Robinhood failed to comply with all applicable legal, regulatory, and licensing  
17 requirements; and that Robinhood failed to exercise trades and actions requested by  
18 customers in a complete and timely manner (also required by FINRA Rule 5310).  
19  
20

21  
22 64. Robinhood's conduct has caused Plaintiff and Class members' harm, losses, and damages  
23 and continues to expose them to harm because Robinhood continues to breach its  
24 fiduciary duties. These losses reflect damages to Plaintiff and Class members in an  
25 amount to be determined at trial or separate proceedings as necessary.  
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**CAUSE OF ACTION V**  
**Violation of California Unfair Competition Law,**  
**Cal. Bus. & Prof. Code §§ 17200, et seq.**

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4 65. Plaintiff hereby incorporates by reference the factual allegations contained herein.  
5

6  
7 66. Robinhood has engaged in unfair competition within the meaning of California Business  
8 & Professions Code section 17200, et seq. (“UCL”), because Robinhood’s conduct is  
9 unlawful, unfair, and fraudulent as herein alleged.  
10

11  
12 67. Plaintiff, the members of the Class, and Robinhood are a “person” or “persons” within  
13 the meaning of Section 17201 of the UCL. 73. The UCL prohibits any unlawful, unfair,  
14 or fraudulent business practices or acts. Robinhood’s conduct, as alleged herein,  
15 constitutes an unlawful, unfair and fraudulent business practice that occurred in  
16 connection with the marketing, advertisement and sale of its services.  
17

18 68. Robinhood’s misleading and deceptive misrepresentations and omissions, concealment  
19 and suppression of material fact and suppression of otherwise available securities, as  
20 described herein, violated the UCL’s unlawful, unfair, and fraudulent prongs.  
21

22  
23 69. Unlawful prong: Robinhood’s conduct, as described herein, violates the UCL’s unlawful  
24 prong because: (1) it violates the CLRA in connection with the sale of goods and  
25 services; (2) constitutes a breach of contract and/or a breach of the implied covenant of  
26 good faith and fair dealing, (3) constitutes a breach of fiduciary duty; (4) constitutes  
27 negligence and/or gross negligence; (5) violates FINRA Rule; and (6) has potentially  
28 unlawfully and unjustly enriched Robinhood.  
29  
30

1  
2 70. Unfair prong: Robinhood’s conduct, as described herein, violates the UCL’s unfair prong  
3 because it violates established public policy intended to regulate the fair and ethical sale  
4 of goods and services (securities) to consumers as set forth in the CLRA and by FINRA,  
5 and because it is immoral, unethical, oppressive, or unscrupulous and has caused injuries  
6 to the Plaintiff and the Class that outweigh any purported benefit.  
7

8  
9  
10 71. Plaintiff has standing to pursue this claim because he has been injured by virtue of  
11 suffering a loss of money and/or property as a result of the wrongful conduct alleged  
12 herein.  
13

14  
15 72. Plaintiff would not have used Robinhood’s services and/or placed trades and made  
16 financial transactions through those services had he known the truth and Robinhood’s  
17 plan to forbid the trading of certain securities, though he has an interest in continuing to  
18 use the service in the future should Robinhood cure the problems set forth in this  
19 Complaint.  
20

21  
22 73. As a direct result of Robinhood’s actions and omissions of material facts, Plaintiff and  
23 Class members were unlawfully, unfairly, and fraudulently induced to make purchases  
24 and financial transactions that they otherwise would not have made, and lost their ability  
25 to make informed and reasoned purchasing decisions.  
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1 74. The UCL is, by its express terms, a cumulative remedy, such that remedies under its  
2 provisions can be awarded in addition to those provided under separate statutory schemes  
3 and/or common law remedies, such as those alleged in the other Counts of this  
4 Complaint. See Cal. Bus. & Prof. Code § 17205. 83.  
5

6  
7 75. As a direct and proximate cause of Robinhood’s conduct, which constitutes unlawful,  
8 unfair, and fraudulent business practices, as herein alleged, Plaintiff and Class members  
9 have been damaged and suffered ascertainable losses, thereby entitling them to recover  
10 restitution and equitable relief, including disgorgement of ill-gotten gains, refunds of  
11 moneys, interest, reasonable attorneys’ fees, filing fees, and the costs of prosecuting this  
12 class action, as well as any and all other relief that may be available at law or equity.  
13  
14  
15

16  
17 **CAUSE OF ACTION VI**  
18 **Violations of California’s Consumers Legal Remedies Act**  
19 **Cal. Civ. Code §§ 1750, et seq. 60**

20 76. Plaintiff hereby incorporates by reference the factual allegations contained herein.  
21

22  
23 77. The California Consumers Legal Remedies Act (“CLRA”), Civil Code section 1750, et  
24 seq., was designed and enacted to protect consumers from unfair and deceptive business  
25 practices. To this end, the CLRA sets forth a list of unfair and deceptive acts and  
26 practices in Civil Code section 1770.  
27  
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1 78. The CLRA applies to Robinhood’s actions and conduct described herein because it  
2 extends to the transactions involving the sale of goods or services for personal, family, or  
3 household use within the meaning of Civil Code section 1761.  
4

5  
6 79. At all relevant times, Plaintiff and members of the Class were “consumers” as that term is  
7 defined in Civil Code section 1761(d).  
8

9  
10 80. Robinhood’s practices in connection with the marketing and sale of its financial services  
11 violate the CLRA in at least (but not limited to) the following respects: a. In violation of  
12 section 1770(a)(5), Robinhood knowingly misrepresented its services; b. In violation of  
13 section 1770(a)(7), Robinhood represented its financial services to be of a particular  
14 standard, quality, or grade, but they were not; and c. In violation of section 1770(a)(9),  
15 Robinhood knowingly advertised its financial services with the intent not to sell and  
16 perform the services as advertised.  
17  
18

19  
20 81. The CLRA is, by its express terms, a cumulative remedy, such that remedies under its  
21 provisions can be awarded in addition to those provided under separate statutory schemes  
22 and/or common law remedies, such as those alleged in the other Counts of this  
23 Complaint.  
24

25  
26 82. In accordance with Civil Code section 1780, Plaintiff and Class members seek injunctive  
27 and equitable relief for Robinhood’s violations of the CLRA necessary to bring it in  
28 compliance with the CLRA by, among other things, disclosing that its services are  
29  
30

1 substandard and unable to fulfill reasonable consumer demand—including trading  
2 securities available on every other major trading platform—correcting its services so that  
3 its platform can perform as necessary to comply with its legal, regulatory and contractual  
4 obligations, and making customers whole for their losses.  
5

6  
7 **RELIEF REQUEST:**

- 8 1. Enter an immediate injunction requiring Robinhood to reinstatement GME on their  
9 trading platform;
- 10 2. Enter an award for plaintiffs to be determined;
- 11 3. Enter an award for attorneys fees and costs;
- 12 4. Enter an award for punitive damages for the willful, wanton, and reckless behavior of  
13 Defendants;
- 14 5. Any other relief this Court deems just and fit.  
15

16  
17 Date: January 28, 2021

18 **Respectfully Submitted,**

19 **DEREK SMITH LAW GROUP, PLLC**

20  
21 /s/ Ishan Dave

22 Ishan Dave, Esq.

23 Alexander G. Cabeceiras, Esq.

24 *(Pro Hac Application Forthcoming)*

25 Abraham Z. Melamed, Esq.

26 633 West 5th Street, Suite 3250

27 Los Angeles, CA 90071  
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29  
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