

# **EXHIBIT A**

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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **COUNTY OF LOS ANGELES**

17 BILL MEREWHUADER, on behalf of himself  
18 and all others similarly situated,

19 Plaintiff,

20 v.

21 AMAZON.COM, INC. and AMAZON.COM  
22 SERVICES LLC,

23 Defendants.  
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Case No. **26STCV10457**

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

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

6 **NATURE OF THE ACTION**

7 1. Plaintiff brings this putative class action against Amazon arising from its unfair and  
8 deceptive scheme of designing, manufacturing, distributing, advertising, marketing, and selling its first-  
9 and second-generation Fire TV Stick streaming device as an “instant” media streaming stick with no  
10 “buffering” so that shows “start instantly,” and then later “bricking” its first- and second-generation Fire  
11 TV Stick devices rendering them nearly inoperable.

12 2. Specifically, Amazon touted that its Fire TV Stick devices would provide “instant”  
13 streaming; would be fast and easy use; and would end “buffering,” while failing to disclose that it would  
14 discontinue all software support for the Fire TV Stick devices and render them almost inoperable for most  
15 of its users.

16 3. In removing support for its once “instant” streaming devices, Amazon forced consumers to  
17 purchase a new generation of the devices to have the same “instant” streaming benefits.

18 4. Amazon never told consumers prior to purchase that their Fire TV Stick devices’ ability to  
19 stream media content (*i.e.*, their main advertised functionality) could be severely restricted for any reason,  
20 at any time, without compensation to purchasers.

21 5. Plaintiff thus brings this action because (1) Amazon’s bricking of these devices constitutes  
22 an unfair and unlawful business practice, (2) Amazon deceived consumers at the point of purchase by  
23 omitting that it could brick these devices by removing core software functionality long before the useful  
24 life of the hardware had expired, and (3) Amazon’s bricking of these devices breached the implied covenant  
25 of good faith and fair dealing in the purchase transaction by undermining the benefit of the bargain.

26 6. Amazon’s bricking of its first- and second-generation Fire TV Stick devices is  
27 fundamentally unfair. As the FTC has recognized, consumers generally expect that the devices they buy  
28 will work and keep working, and that includes the software necessary to make the devices work. When a

1 company unilaterally decides to make a device that it manufactured and sold stop working before the end  
2 of its physical useful life, that is unfair.

3 7. Amazon’s omission of its ability to severely throttle the performance of its Fire TV Stick  
4 devices at the point of sale was also deceptive. For both generations of Fire TV Sticks, Amazon failed to  
5 mention at the point of sale this potential loss of functionality, while at the same time advertising that the  
6 devices provided “instant” streaming of hundreds of thousands of movies and shows from streaming  
7 platforms including Amazon, Netflix and more. Additionally, for second generation Fire TV Sticks,  
8 Amazon further touted Alexa Voice Command that provided “instant voice search.”

9 8. Plaintiff and other consumers therefore reasonably believed that their devices would  
10 continue to possess the same “instant” functionality throughout their physical useful life spans because  
11 Amazon never told consumers prior to purchase that this functionality could be reduced or eliminated for  
12 any reason, at any time, and without compensation to purchasers.

13 9. What’s worse, Amazon seemingly “bricked” the first- and second-generation Fire TV Stick  
14 devices to force consumers to upgrade to newer versions of the same device, thereby coercing consumers  
15 into purchasing a newer version of the same product.

16 10. Plaintiff and Class Members could not have anticipated that the Fire TV Stick devices’  
17 value and usefulness could be terminated by Amazon for any reason at all—though that is exactly what  
18 happened.

19 11. Amazon also breached the implied covenant of good faith and fair dealing inherent in the  
20 purchase transaction because it frustrated the fundamental basis of bargain, which was that, in exchange  
21 for the purchase price, Amazon would provide “instant” streaming capabilities, without waiting of  
22 hundreds of thousands of movies and shows from a list of streaming platforms, as well as “instant” voice  
23 command built in with Alexa in the second generation.

24 12. Plaintiff and Class Members would not have purchased the Fire TV Stick devices or would  
25 have paid substantially less for them had they known that their core functionality was at risk of being  
26 stripped away at the time of Amazon’s choosing—or that Amazon could abandon all software support for  
27 the Fire TV Stick devices despite them having years left in their physical useful life.

28 13. As a result of Amazon’s misconduct as alleged herein, Plaintiff and the Class seek actual

1 damages, restitution, disgorgement of profits, statutory damages, attorneys' fees and costs, public  
2 injunctive relief, and all other relief the Court deems proper.

3 **JURISDICTION AND VENUE**

4 14. This Court has jurisdiction over the claims set forth below pursuant to Code of Civil  
5 Procedure § 410.10 and the California Constitution, Article VI § 10 because this case is a cause not given  
6 by statute to the other trial courts.

7 15. Plaintiff is informed and believes that the Court has personal jurisdiction over Defendants  
8 as Defendants conduct sufficient business with sufficient minimum contacts in California, and/or otherwise  
9 intentionally avail themselves of the California market by conducting business throughout California,  
10 including in Los Angeles County, which has caused both obligations and liability of Defendants to arise  
11 here.

12 16. Venue is proper in this Court as relevant transaction(s) occurred in this County.

13 **PARTIES**

14 17. Plaintiff is and was, at all relevant times alleged herein, a citizen and resident of the State  
15 of California. Plaintiff purchased a second-generation Fire TV Stick device from third-party retailer Best  
16 Buy in 2018.

17 18. Defendant Amazon.com, Inc., is a corporation formed and existing under the laws of  
18 Delaware with its headquarters located in the State of Washington.

19 19. Defendant Amazon.com Services LLC is a subsidiary of Amazon.com, Inc. and a limited  
20 liability company organized under the laws of Delaware. Defendant Amazon.com Services LLC is  
21 responsible for managing Amazon.com Inc.'s extensive e-commerce platform, including product sales.

22 **FACTUAL ALLEGATIONS**

23 **I. Amazon Launches its First- and Second-Generation Fire TV Stick Devices and then Renders**  
24 **them Obsolete.**

25 20. In November 2014, Amazon launched the first generation of its Fire TV Stick device. The  
26 device consists of a small adapter and a Wi-Fi-enabled remote (pictured below). When the user connects  
27 the adapter to their TV's HDMI port, the user can stream movies and TV shows and access a variety of  
28 applications and games on the device using the remote.



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11 21. On the first-generation Fire TV Stick device’s packaging (seen below), Amazon touted the  
12 device as offering “[i]nstant [s]treaming” with “[o]ver 200,000 Movies and TV episodes” including  
13 Amazon, Netflix, Disney Channel, YouTube.com, Watch ESPN, Crackle, Plex, Hulu Plus, Pandora, and  
14 more.

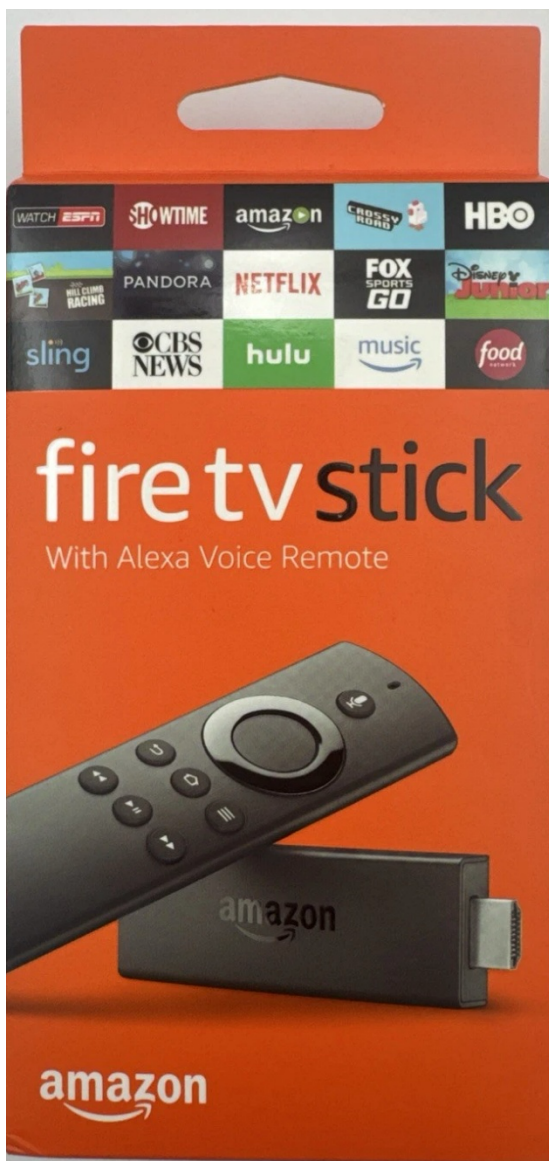


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1 22. In October 2016, Amazon launched the second-generation version of the Fire TV Stick  
2 device.

3 23. On the packaging for the second-generation Fire TV Stick device (seen below), Amazon  
4 advertised that it came “with Alexa Voice Remote” that provided “Instant voice search with Alexa Voice  
5 Remote,” an “ultra-fast processor,” as well as the ability to “Find your favorites instantly” from “17,000+  
6 channels,” including “500,000 movies and TV episodes” from Netflix, Hulu, YouTube, HBO, Showtime,  
7 Amazon Video, NBC, and more.



1 24. Amazon’s touting of the Fire TV Stick devices’ fast-instant streaming capabilities extended  
2 beyond their packaging. In a 2014 press release, Amazon described the device as “the most powerful  
3 streaming media stick available” and as offering “instant streaming.” Amazon further described the device  
4 as providing “fast[] and ... fluid navigation” of streaming platforms and other features.

5 25. But Amazon’s representations regarding the Fire TV Stick devices’ ability to provide  
6 “instant” streaming were later rendered false.

7 26. In December 2022, Amazon abruptly stopped providing any software support or updates  
8 for first-generation Fire TV Stick devices.

9 27. In March 2023, Amazon similarly stopped providing any software support or updates for  
10 second-generation Fire TV Stick devices—despite having represented to consumers on its website that  
11 software support for second-generation Fire TV Stick devices was guaranteed through 2024.

12 28. Although users can still stream media content on their devices, many users of first- and  
13 second-generation Fire TV Stick devices (like Plaintiff) have experienced significant performance issues  
14 following Amazon’s removal of software support and updates.

15 29. These issues include: (1) a significant, noticeable decrease in streaming speed; (2) an  
16 inability to navigate through digital menus on the device without experiencing significant delay; and (3) a  
17 significant increase in loading times for applications bundled with the device when the user attempts to use  
18 those applications.

19 30. Indeed, many first- and second-generation Fire TV Stick devices have stopped working  
20 altogether following Amazon’s abrupt discontinuation of software support and updates.

21 31. Due to the removal of software support by Amazon, the Fire TV Stick devices are no longer  
22 the “instant” streaming devices that were sold to Plaintiff and consumers like him.

23 32. By refusing to provide further software support and updates, Amazon has rendered these  
24 devices essentially bricks compared to the high-speed, reliable Fire TV Stick devices consumers originally  
25 purchased (and the newer-generation Fire TV Stick devices that Amazon has marketed and sold since  
26 rendering its older devices obsolete).

27 **II. Amazon’s Omissions and Contradictory Advertising**

28 33. During the entire period that Amazon sold the first- and second-generation Fire TV Stick

1 devices, it uniformly omitted at the point of purchase that their software functionality could become  
2 obsolete long before the useful life of the hardware of the devices.

3 34. Specifically, Amazon omitted at the point of sale that it could remove the software support  
4 that enabled users to enjoy the high-speed streaming functionality advertised as a core feature of the  
5 devices.

6 35. Representations that were contrary to Amazon’s omission that the software support and  
7 updates supporting the functionality of the devices could be gutted long before their useful life include  
8 Amazon’s touting of “instant” streaming capabilities, along with other similar representations about the  
9 speed, power and fluid performance of the devices on its packaging and in its advertising.

10 36. Amazon had a duty to disclose the potential loss of functionality of its first- and second-  
11 generation Fire TV Stick devices because it advertised the devices as possessing, among other things,  
12 “instant” and “[a]dvanced” streaming, easy navigation, an “ultra-fast processor” and “fast and fluid”  
13 performance.

14 37. The devices’ continued software functionality also formed the fundamental basis of the  
15 bargain: consumers would pay for an expensive electronic device, and in return, they would receive a  
16 device capable of “instant” (*i.e.* reliable, and high-speed) streaming functionality.

17 38. Amazon’s misrepresentations and omissions were made on its own website as well as the  
18 websites of major retailers such as Best Buy.

19 39. Consumers were not informed at or before the time of purchase that the first- and second-  
20 generation Fire TV Stick devices’ core “instant” streaming functionality could be severely limited at the  
21 time of Amazon’s choosing, without compensation to purchasers, even when the physical components of  
22 the device continued to function without issue.

23 40. Consumers reasonably understood that the first- and second-generation Fire TV Stick  
24 devices would continue to function as advertised as “instant” streaming devices throughout their useful  
25 life.

26 41. Amazon has not issued refunds to any consumers for their bricked first- and second-  
27 generation Fire TV Stick devices.

28 42. Instead, Amazon has done the opposite by actively encouraging consumers who bought

1 first- and second-generation Fire TV Stick devices to buy newer models of those devices and spend even  
2 more money on a newer version of the same product.

3 **III. Amazon’s Throttling of the First- and Second-Generation Fire TV Stick Devices’ Core**  
4 **Functionality through its Intentional Discontinuation of Software Support for the Devices**  
5 **Constitutes an Unfair “Software Tethering” and “Bricking” Practice**

6 43. Manufacturers are incentivized to render devices obsolete so that they can manufacture and  
7 sell new ones. Increasingly, by failing to support otherwise functional devices with software functionality  
8 included at sale, companies like Amazon unilaterally, and, prematurely, decide that devices are obsolete  
9 even though the actual hardware of the device itself has not run its useful life and functions perfectly. Left  
10 with a device that is either useless or with considerably less software functionality, consumers are forced  
11 to buy updated devices—often from the same manufacturers.

12 44. In a recent staff report, the Federal Trade Commission (“FTC”) acknowledged the harm  
13 that results when manufacturers cut back on making software updates to products like the Fire TV Stick  
14 device, eventually turning those products into non-functional “bricks” with limited to no use. As the FTC  
15 explains, the failure to provide software and the failure to disclose the duration of software support are  
16 deceptive practices that cause consumers harm that they cannot avoid:

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

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

1 duration of software support.<sup>1</sup>

2 45. The staff report builds on a prior blog post by the FTC that noted, “there are serious issues  
3 at play when consumers purchase products that unexpectedly stop functioning due to a unilateral decision  
4 by the company that sold it. Consumers generally expect that the things they buy will work and keep  
5 working, and that includes any technical or other support necessary for essential functioning.”<sup>2</sup>

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

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

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

18 And consumer should know when this potential loss of features or functions will happen  
19 before they plunk down their hard-earned cash on a device or appliance. Only when  
20 consumers can see how long a manufacturer plans to stand by a connected product can they  
21 make an informed decision about what they are spending their money on. Absent this  
22 information, a consumer could spend thousands on a large appliance, only for the features  
23 they rely on to stop working in a few years.<sup>4</sup>

22 <sup>1</sup> *Smart Device Makers’ Failure to Provide Updates May Leave You Smarting*, FTC Staff Perspective,  
23 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].

24 <sup>2</sup> *What Happens When the Sun Sets on a Smart Product?*, FTC Business Blog, July 13, 2016, available at  
25 <https://www.ftc.gov/business-guidance/blog/2016/07/what-happens-when-sun-sets-smart-product>.

26 <sup>3</sup> *2025 Deceptive Ad Trends*, Consumer News, Truth in Advertising.org, Jan. 6, 2025, available at  
27 <https://truthinadvertising.org/articles/2025-deceptive-ad-trends/> [https://perma.cc/J2B2-TKAV].

28 <sup>4</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].

1 48. In response to this rapidly growing harm, Consumer Reports and several other groups have  
 2 called on the FTC “to create clear guidance to address the issue of software tethering which leads to several  
 3 consumer harms, including . . . companies selling connected devices only to render them nonfunctional  
 4 later using software.” This practice of “‘bricking’ a connected device purchased by a consumer in many  
 5 cases [is an] unfair and deceptive practice[.]”<sup>5</sup>

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

12 50. Additional recent examples of these practices in the consumer marketplace include  
 13 Amazon’s Halo health and wellness wearable devices, Spotify’s connected Car Thing device that lasted  
 14 only 22 months, the iKamand temperature regulating device that was discontinued within the same year,  
 15 and Google’s Dropcam cameras, to name a few.<sup>9</sup>

16 **IV. Online Consumer Complaints About Amazon’s Bricking of the First- and Second-Generation**  
 17 **Fire TV Stick Devices**

18 51. Amazon is well aware of widespread consumer dissatisfaction because of its unilateral  
 19 decision to brick its first- and second-generation Fire TV Stick devices.

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

- 21 a. “It’s really a question of how long it works as intended. How long before your nice fresh  
 22 snappy fire stick starts getting slow and glitchy because of the updates that Amazon  
 23 forces. In my experience it starts slowing down about 18 months after purchase and by  
 the time you’ve added [sic] for about 2 and 1/2 years, you’re looking at buying a new

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

26 <sup>6</sup> *Id.*

27 <sup>7</sup> *Id.* (citations omitted).

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

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

1 one on prime day...which is probably exactly as Amazon intends it.” [Posted on  
2 Amazon.com]

3 b. “Firestick from 2017 will not work properly in 2023. Freezes, gets ‘stuck,’ says there is  
4 an issue with the internet when there is not (it is connected to the fastest internet there  
5 is and its still slow as hell), won't work consistently.... clumsy, slow, buggy tech. Get a  
6 Roku.” [Posted on Amazon.com]

7 c. “I have two firesticks that were purchased two months apart in 2015. Recently, I had to  
8 constantly restart them. A few weeks ago, one completely stopped working. Today the  
9 other one stopped working. So, I guess it’s about 5 years for mine.” [Posted on  
10 Amazon.com]

11 d. “I only used my firestick for streaming and lost it in my boxes during a move, found it  
12 recently and it was super slow after all the updates. I did a factory reset and it was  
13 unbearable how laggy it was. The 4K fire stick is snappy and great but I’m disappointed  
14 when companies use planned obsolesces [sic] with their older products forcing people  
15 to upgrade .” [Posted on Reddit]

16 e. “Does anyone else think that Amazon purposely slow firesticks down after a certain  
17 period so new ones are purchased? I’ve had a few over the years, been lightning fast  
18 from day 1 then slows and slows and slows.” [Posted on Reddit]

#### 14 **V. Plaintiff’s Experience**

15 53. In October 2018, Plaintiff purchased two second-generation Fire TV Stick devices from  
16 third-party retailer Best Buy in Palmdale, California. Plaintiff purchased the devices because the packaging  
17 stated that the “ultra-fast processor” would allow him to have “[a]dvanced [s]treaming” and find his  
18 favorites “instantly” “with fast fluid performance” and no “buffering.” Plaintiff purchased the devices  
19 because the packaging stated the devices had “[i]nstant voice search” with Alexa Voice Remote.

20 54. Plaintiff was not informed at or before the time of purchase that the devices’ core “instant”  
21 streaming functionality could be reduced or eliminated for any reason, at any time, without compensation  
22 to purchasers, even when the physical components of the device continued to function without issue.  
23 Plaintiff relied on Amazon’s omission of the truth about its ability to throttle the Fire TV Stick’s  
24 functionality. If it had been disclosed to him that in a few years the Fire TV Stick devices would hardly  
25 function and would no longer be “ultra-fast” “instant” streaming and voice command devices, he would  
26 not have purchased the Fire TV Stick or would have paid substantially less.

27 55. Just a few years after he purchased the devices, Plaintiff experienced a significant decline  
28 in their speed and functionality. Specifically, Plaintiff began to experience the following issues when using

1 his Fire TV Stick devices: (1) a significant, noticeable decrease in streaming speed; (2) an inability to  
2 navigate through digital menus on the device without experiencing significant delay; and (3) a significant  
3 increase in loading times for applications bundled with the device when Plaintiff attempted to use those  
4 applications.

5 56. After first taking notice of these performance issues, Plaintiff observed that the issues  
6 gradually worsened for several months thereafter.

7 57. Ultimately, because these issues rendered the devices Plaintiff purchased nearly inoperable,  
8 Plaintiff purchased newer models of the Fire TV Stick devices in 2024.

9 58. Plaintiff reasonably relied on Amazon's misrepresentations and omissions concerning the  
10 functionality of its Fire TV Stick devices (1) because Amazon did not tell him prior to purchase that the  
11 devices' core software functionality would be severely disabled at Amazon's discretion long before the  
12 useful life of the hardware of the device had expired and (2) because, at the point of purchase, Amazon  
13 advertised the devices' "ultra-fast processor," "[a]dvanced [s]treaming" and "fast and fluid performance,"  
14 and "instant" streaming, all of which were important to Plaintiff's decision to purchase the Fire TV Stick  
15 devices.

16 59. Plaintiff would not have purchased a Fire TV Stick device, or would have paid substantially  
17 less for it, had he known that Amazon could severely compromise the device's core streaming functionality  
18 by discontinuing software updates for any reason, at any time, without compensation to purchasers even  
19 when the physical device continued to function.

### 20 CLASS ALLEGATIONS

21 60. Plaintiff brings this action individually and on behalf of the following Nationwide Classes:

22 **First-Generation Class:** All persons who reside in the United States who purchased a first-  
23 generation Fire TV Stick device and still owned the device as of January 1, 2023.

24 **Second-Generation Class:** All persons who reside in the United States who purchased a  
25 second-generation Fire TV Stick device and still owned the device as of April 1, 2023.

26 61. Plaintiff also brings this action on behalf of two subclasses of the above-defined Nationwide  
27 Classes consisting of consumers residing in California (the "California Subclasses").

28 62. Unless otherwise noted, the Nationwide Classes and California Subclasses are collectively

1 referred to herein as the “Class.”

2 63. Excluded from the Class are Defendants’ current or former officers, directors, and  
3 employees; counsel for Plaintiff and Defendants; and the judicial officer to whom this lawsuit is assigned.

4 64. Plaintiff reserves the right to modify or amend class definitions as this litigation proceeds.

5 65. **Numerosity and Ascertainability:** The members of the Classes are so numerous that  
6 joinder of all members is impracticable. The precise number of Class Members is unknown to Plaintiff at  
7 this time, but Plaintiff anticipates that the number and identities of Class Members can be determined  
8 through appropriate discovery in the possession of Defendants and/or third-party retailers.

9 66. **Existence and Predominance of Common Questions of Law and Fact:** This action  
10 involves common questions of law and fact which predominate over any questions affecting individual  
11 Class Members. These common questions include, but are not limited to, the following:

- 12 a. Whether Amazon improperly “bricked” first- and second-generation Fire TV Stick devices  
13 and forced them into obsolescence;
- 14 b. Whether Amazon’s alleged misconduct constitutes violations of the laws asserted herein;
- 15 c. Whether Amazon’s alleged misconduct constitutes a breach of contract and of the implied  
16 covenant of good faith and fair dealing;
- 17 d. Whether Plaintiff and Class Members sustained monetary loss and the proper measure of  
18 that loss; and
- 19 e. Whether Plaintiff and Class Members are entitled to other appropriate remedies.

20 67. **Typicality:** Plaintiff’s claims are typical of the members of the Classes because, *inter alia*,  
21 all Class Members have been deceived (or were likely to be deceived) and have suffered similar injury by  
22 the same wrongful practices by Defendants. Plaintiff’s and Class Members’ claims all arise from the same  
23 wrongful practices and course of conduct and are based on the same legal theories of liability.

24 68. **Adequacy:** Plaintiff will fairly and adequately protect the interests of Class Members.  
25 Plaintiff has retained counsel experienced in complex consumer class action litigation and intends to  
26 prosecute this action vigorously. Plaintiff has no antagonistic or adverse interests to those of the Classes.

27 69. **Superiority:** A class action is superior to other methods for resolving this controversy.  
28 Because the amount of restitution, damages, and/or penalties to which Class Members may be entitled is

1 low in comparison to the expense and burden of individual litigation, it would be impracticable for Class  
2 Members to redress the wrongs done to them without a class action. Furthermore, on information and  
3 belief, many Class Members do not know that their legal rights have been violated. Class Members would  
4 also conserve judicial resources and void the possibility of inconsistent judgments.

5 70. **Final Declaratory or Injunctive Relief:** Amazon has acted or refused to act on grounds  
6 generally applicable to each of the Class members, thereby making appropriate final injunctive relief or  
7 corresponding declaratory relief with respect to each Class as a whole.

8 71. **Particular Issues:** Plaintiff's claims consist of particular issues that are common to all  
9 members of the Class and capable of class-wide resolution that will significantly advance the litigation.

10 **CAUSES OF ACTION**

11 **FIRST CAUSE OF ACTION**

12 **Breach of Contract Including Breach of the Implied Covenant of Good Faith and Fair Dealing**  
13 **(On Behalf of Plaintiff and the Nationwide Classes;**  
**Alternatively, on Behalf of Plaintiff and the California Subclasses)**

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

15 73. Plaintiff and Class members entered into a contract with Amazon when they purchased their  
16 first- and second-generation Fire TV Stick devices.

17 74. Amazon breached the contract when it stripped the devices of all software support and  
18 updates, thereby depriving the devices of the functionality they were advertised to have at the point of sale.

19 75. In addition, a covenant of good faith and fair dealing is implied by law in all contracts and  
20 requires that Amazon exercise contractual discretion honestly and in good faith.

21 76. The covenant of good faith and fair dealing requires that neither party shall do anything  
22 which will have the effect of destroying or injuring the right of the other party to receive the fruits of the  
23 contract.

24 77. Good faith and fair dealing, in connection with executing contracts and discharging  
25 performance and other duties according to their terms, means preserving the spirit—not merely the letter—  
26 of the bargain.

27 78. Amazon breached the covenant of good faith when it frustrated the purpose of the contract  
28 to provide instant and fast streaming, as well as instant voice search for the second-generation devices.

1 Amazon exercised its discretion in bad faith to unilaterally and intentionally dismantle the core advertised  
2 feature (namely, high-speed streaming) of the first- and second-generation Fire TV Stick devices by ending  
3 their software support, thereby rendering the devices largely obsolete before the end of their physical useful  
4 life.

5 79. In so doing, Amazon undermined Plaintiff’s and Class Members’ right to receive the benefit  
6 of the bargain.

7 80. Plaintiff and Class Members have performed or substantially performed all obligations  
8 imposed on them under the contract.

9 81. Plaintiff and Class Members have sustained damages because of Amazon’s breach of the  
10 contract and breach of the implied covenant of good faith and fair dealing.

11 **SECOND CAUSE OF ACTION**  
12 **Violation of California’s Unfair Competition Law (the “UCL”), Unfair Prong**  
13 **Cal. Bus. & Prof. Code §§ 17200, et seq.**  
14 **(On Behalf of Plaintiff and the California Subclasses)**

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

16 83. California Business & Professions Code § 17200 prohibits acts of “unfair competition,”  
17 including any “unlawful, unfair, or fraudulent business act or practice.” Amazon’s conduct related to  
18 deceptively representing that its devices provide certain features, capabilities, services and uses violates  
19 the statute’s “unfair” prong.

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

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

26 86. Amazon committed unfair business acts and practices in violation of Cal. Bus. & Prof. §  
27 17200, et seq., by stripping its first- and second-generation Fire TV Stick devices of their ability to function  
28 properly before the expiration of their useful life, a practice known as “bricking.”

87. “Bricking” has been specifically called out by the FTC as a potentially unfair business

1 practice because consumers have no choice in the matter.

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

5 89. Amazon’s affirmative action of stripping its devices of their ability to function properly  
6 before the expiration of their useful life imposes a financial detriment to consumers while benefitting  
7 Amazon.

8 90. Amazon caused consumers substantial injury by promising specific software features and  
9 then severely throttling the performance of its devices through discontinued software updates and support,  
10 causing consumers to lose money as a result. The substantial injury to consumers outweighs any  
11 countervailing benefit to Amazon. Defendants’ acts and practices constitute immoral, unethical,  
12 oppressive, and unscrupulous activities that are substantially injurious to consumers.

13 91. The harm to Plaintiff and the Class outweighs the utility of Defendants’ practices. There  
14 were reasonably available alternatives to further Defendants’ legitimate business interests, other than the  
15 unfair conduct described herein.

16 92. Had Plaintiff and Class Members known that Defendants would render their devices  
17 obsolete by removing all software support and updates, they would have paid less for the devices or would  
18 not have purchased them at all.

19 93. As a direct and proximate result of Amazon’s unfair practices, Plaintiff and Class Members  
20 have suffered damages.

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

23 95. **Inadequate remedy at law.** Legal remedies available to Plaintiff and Class Members are  
24 inadequate because they are not as equally prompt and certain and in other ways as efficient as equitable  
25 relief. Damages are not equally certain as restitution because the standard that governs restitution is  
26 different than the standard that governs damages. Hence, the Court may award restitution even if it  
27 determines that Plaintiff and Class Members fail to sufficiently adduce evidence to support an award of  
28 damages. Damages and restitution are not necessarily the same amount. Unlike damages, restitution is not

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

9 96. Legal remedies available to Plaintiff and Class Members are also inadequate because they  
10 do not address likely future harms. As of the date of this filing, Amazon has failed to restore software  
11 updates and support for first- and second-generation Fire TV Stick devices. If Amazon is not ordered to  
12 take these or similar actions, Amazon will continue to injure Plaintiff and Class Members through the  
13 misconduct alleged herein.

14 **THIRD CAUSE OF ACTION**  
15 **Violation of California’s Unfair Competition Law (the “UCL”), Fraudulent Prong**  
16 **Cal. Bus. & Prof. Code §§ 17200, et seq.**  
17 **(On Behalf of Plaintiff and the California Subclasses)**

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

19 98. California Business & Professions Code § 17200 prohibits acts of “unfair competition,”  
20 including any “unlawful, unfair, or fraudulent business act or practice.” Amazon’s conduct related to  
21 deceptively representing that its first- and second-generation Fire TV Stick devices provide certain  
22 features, capabilities, services and uses violates the statute’s “fraudulent” prong.

23 99. The UCL imposes strict liability. Plaintiff need not prove that Amazon intentionally or  
24 negligently engaged in fraudulent business practices—only that such practices occurred.

25 100. A business practice is “fraudulent” under the UCL if it is likely to deceive members of the  
26 public.

27 101. Amazon committed fraudulent business acts and practices in violation of Cal. Bus. & Prof.  
28 § 17200, et seq., by its misrepresentations and omissions as described above.

102. Plaintiff and Class Members acted reasonably when they relied on Amazon’s

1 misrepresentations and omissions in purchasing their devices.

2 103. Had Plaintiff and Class Members known that Defendants would render the first- and  
3 second-generation Fire TV Stick devices obsolete by removing all software support and updates, they  
4 would have paid less for the devices or would not have purchased them at all.

5 104. As a direct and proximate result of Amazon’s fraudulent practices, Plaintiff and Class  
6 Members have suffered damages.

7 105. Amazon has been unjustly enriched and should be required to disgorge its unjust profits and  
8 make restitution to Plaintiff and Class Members pursuant to Cal. Bus. & Prof. Code §§ 17203 and 17204.

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

23 107. Legal remedies available to Plaintiff and Class Members are also inadequate because they  
24 do not address likely future harms. As of the date of this filing, Amazon has failed to restore software  
25 updates and support for first- and second-generation Fire TV Stick devices. If Amazon is not ordered to  
26 take these or similar actions, Amazon will continue to injure Plaintiff and Class Members through the  
27 misconduct alleged herein.

28 ///

**FOURTH CAUSE OF ACTION**

**Violation of California’s Unfair Competition Law (the “UCL”), Unlawful Prong  
Cal. Bus. & Prof. Code §§ 17200, et seq.  
(On Behalf of Plaintiff and the California Subclasses)**

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

109. California Business & Professions Code § 17200 prohibits acts of “unfair competition,” including any “unlawful, unfair, or fraudulent business act or practice.” Amazon’s conduct related to deceptively representing that its first- and second-generation Fire TV Stick devices provided certain features, capabilities, services and uses violates the statute’s “unlawful” prong.

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

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

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

113. As a direct and proximate result of Amazon’s unlawful practices, Plaintiff and Class Members have suffered damages.

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

115. **Inadequate remedy at law.** Legal remedies available to Plaintiff and Class Members are inadequate because they are not as equally prompt and certain and in other ways as efficient as equitable relief. Damages are not equally certain as restitution because the standard that governs restitution is different than the standard that governs damages. Hence, the Court may award restitution even if it determines that Plaintiff and Class Members fail to sufficiently adduce evidence to support an award of damages. Damages and restitution are not necessarily the same amount. Unlike damages, restitution is not limited to the amount of money the defendant wrongfully acquired plus the legal rate of interest. Equitable relief, including restitution, entitles a plaintiff to recover all profits from the wrongdoing, even where the original funds taken have grown far greater than the legal rate of interest would recognize. Legal claims for damages are not equally certain as restitution because claims under the statutes herein entail few 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.

4 116. 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, Amazon has failed to restore software  
6 updates and support for first- and second-generation Fire TV Stick devices. If Amazon is not ordered to  
7 take these or similar actions, Amazon will continue to injure Plaintiff and Class Members through the  
8 misconduct alleged herein.

9 **FIFTH CAUSE OF ACTION**  
10 **Violation of California’s Consumers Legal Remedies Act (the “CLRA”)**  
11 **Cal. Civ. Code §§ 1770, et seq.**  
**(On Behalf of Plaintiff and the California Subclasses)**

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

13 118. Plaintiff and each Class Member are “consumers” as defined by California Civil Code §  
14 1761(d). Defendants’ first- and second-generation Fire TV Stick devices are “goods” within the meaning  
15 of Cal. Civ. Code § 1761(a). Defendants’ sales of the devices were “transactions” within the meaning of  
16 Cal. Civ. Code § 1761(e).

17 119. Amazon violated the CLRA by engaging in the following practices proscribed by California  
18 Civil Code § 1770(a) in transactions with Plaintiff and Class Members which were intended to result in,  
19 and did result in, the sale of the first- and second-generation Fire TV Stick devices:

- 20 a. “Representing that goods or services have . . . characteristics . . . [and] uses . . . that they do  
21 not have” (a)(5);
- 22 b. “Representing that the subject of a transaction has been supplied in accordance with a  
23 previous representation when it has not” (a)(16).

24 120. Specifically, Amazon made misleading representations to consumers that the first- and  
25 second-generation Fire TV Stick devices had specific features (namely, high-speed streaming  
26 functionality) and omitted the material fact that it could severely diminish the first- and second-generation  
27 Fire TV Stick devices’ streaming functionality before the end of their useful life.

28 121. Amazon was under a duty to Plaintiff and Class Members to disclose that it could or would

1 render the first- and second-generation Fire TV Stick devices less functional because Amazon made  
2 affirmative statements to the contrary when it sold the device and touted its advertised benefits without  
3 time limitation.

4 122. Amazon’s material misrepresentations and omissions alleged herein were material to and  
5 relied upon by reasonable consumers when deciding whether to purchase their devices or pay a lesser price  
6 for a comparable device.

7 123. Had Plaintiff and Class Members known that Amazon would severely diminish the  
8 advertised functionality of their devices, they would not have purchased them or would have paid much  
9 less for them.

10 124. Plaintiff and Class Members have been damaged because of Amazon’s violations of the  
11 CLRA as alleged herein.

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

17 **SIXTH CAUSE OF ACTION**  
18 **Violation of Washington Consumer Protection Act (the “WCPA”)**  
19 **Wash. Rev. Code §§ 19.86, et seq.**  
20 **(On Behalf of Plaintiff and the Nationwide Classes)**

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

22 127. Amazon’s unlawful conduct emanated from its headquarters in the State of Washington and  
23 therefore it is appropriate to apply Washington law on behalf of the Nationwide Classes.

24 128. Defendants are “persons” within the meaning of the WCPA and conduct “trade” and  
25 “commerce” within the meaning of the WCPA. Plaintiff and Class Members are “persons” within the  
26 meaning of the WCPA. Monies Defendants acquired from Plaintiff and Class Members by means of the  
27 unlawful practices set forth herein constitute “assets” within the meaning of the WCPA.

28 129. Amazon’s actions as described herein are unfair and deceptive within the meaning of the  
WCPA. Specifically, Amazon: (1) stripped first- and second-generation Fire TV Stick devices of their

1 advertised high-speed streaming functionality long before the expiration of their useful life, a practice  
2 known as “bricking”; and (2) made material misrepresentations and omissions as described herein  
3 concerning the functionality of the devices.

4 130. Amazon’s actions as described herein have the tendency or capacity to mislead, and did  
5 mislead, reasonable consumers.

6 131. Amazon was under a duty to Plaintiff and Class Members to disclose that it could or would  
7 render the first- and second-generation Fire TV Stick devices less functional because Amazon made  
8 affirmative statements to the contrary when it sold the device and touted its advertised benefits without  
9 time limitation.

10 132. Amazon’s material misrepresentations and omissions alleged herein were material to and  
11 relied upon by reasonable consumers when deciding whether to purchase their devices or pay a lesser price  
12 for a comparable device.

13 133. Had Plaintiff and Class Members known that Amazon would severely diminish the  
14 advertised functionality of their devices, they would not have purchased them or would have paid much  
15 less for them.

16 134. Amazon’s actions are unfair in that they offend public policy and are immoral, unethical,  
17 oppressive and unscrupulous and cause substantial injury to consumers.

18 135. Amazon’s actions as described herein occur in Amazon’s trade or business and have injured  
19 and deceived a substantial portion of the public. Amazon’s general course of conduct has an impact on the  
20 public interest, and the acts complained of herein are ongoing.

21 136. Amazon’s conduct has injured Plaintiff and Class Members in that Plaintiff and Class  
22 Members lost money because of Amazon’s unfair and deceptive practices.

23 137. Plaintiff and Class Members are entitled to an order enjoining the conduct complained of  
24 herein, actual damages, treble damages, costs of suit, a reasonable attorneys’ fee, and such further equitable  
25 relief as the Court may deem proper.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff, individually and on behalf of the Class, respectfully requests that the  
28 Court enter judgment in his favor and against Defendants, as follows:

- 1 A. Certifying the Classes as requested herein, appointing Plaintiff as Class Representative, and
- 2 appointing his counsel as Class Counsel;
- 3 B. Awarding monetary and statutory damages as appropriate;
- 4 C. Ordering Defendants to disgorge and make restitution of all monies Defendants acquired
- 5 by means of the unlawful practices set forth above;
- 6 D. Awarding declaratory and public injunctive relief as permitted by law or equity, including
- 7 enjoining Defendants from continuing the unlawful practices set forth herein;
- 8 E. Ordering Defendants to distribute a refund to each Class Member;
- 9 F. Awarding Plaintiff and Class Members their costs and expenses incurred in the action,
- 10 including reasonable attorneys' fees and both pre- and post-judgment interest on any
- 11 amounts awarded; and
- 12 G. Providing such further relief as may be just and proper.

**JURY DEMAND**

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

16 Dated: March 31, 2026

**KALIELGOLD PLLC**

17  
18 By: 

19 \_\_\_\_\_  
Sophia Goren Gold  
Jeffrey D. Kaliel

**TYCKO & ZAVAREEI LLP**

Annick M. Persinger

*Attorneys for Plaintiff and the Putative Class*