

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

EVAN CASTANEDA, individually and	)	
on behalf of a class of similarly situated	)	
individuals,	)	
	)	
<i>Plaintiff,</i>	)	No.
	)	
v.	)	
	)	Hon.
AMAZON.COM, INC., a Delaware corporation.	)	
	)	
<i>Defendant.</i>	)	

**CLASS ACTION COMPLAINT WITH JURY DEMAND**

Plaintiff Evan Castaneda (“Plaintiff”) brings this Class Action Complaint and Demand for Jury Trial against Defendant Amazon.com, Inc. (a/k/a “Amazon”) (“Defendant”) on his own behalf, and on behalf of a Class of individuals who purchased defective PlayStation 5 consoles (“PS5”) sold by Defendant. On behalf of himself and the proposed Class of individuals who purchased a PS5 from Defendant, Plaintiff seeks damages, restitution, and injunctive relief against Defendant for selling the defective PS5. Plaintiff, for his Class Action Complaint, alleges as follows upon personal knowledge as to himself and his own acts and experiences, and as to all other matters, upon information and belief, including investigation by his attorneys.

**INTRODUCTION**

1. Defendant is an American multinational technology company and a world leader in e-commerce.
2. The PS5 is one of the products that Defendant sells on its online marketplace, Amazon.com, that was released in November, 2020.
3. The PS5 contains a defect that causes the console to suddenly crash and power

down while the user is playing video games that they purchased (the “Console Defect”). While the PS5 can be used for many entertainment purposes, playing video games on the console is its primary function. The Console Defect affects users’ ability to play video games and compromises the primary function and overall usage of the PS5.

4. Defendant, who was in control of the advertising and sale of the PS5 on its own marketplace, was aware of the Console Defect through online consumer complaints and the overall recognition of the defect in the gaming community. However, despite its knowledge of the Console Defect, Defendant failed to, and continues to fail to, disclose the defect to consumers prior to them purchasing the PS5, nor has Defendant taken any substantial action to remedy the problem.

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

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

7. Plaintiff brings this action on behalf of himself and other similarly situated consumers to obtain redress for those who purchased the defective PS5 from Defendant.

#### **JURISDICTION AND VENUE**

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

9. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b) because a

substantial part of the events and/or omissions giving rise to the claim occurred in this District.

### **PARTIES**

10. Plaintiff Evan Castaneda is a natural person and citizen of Illinois.

11. Defendant is a corporation located in Washington state, and organized under the laws of the State of Delaware, with its headquarters, and principal place of business located at 410 Terry Avenue, Seattle, WA 98109.

### **COMMON FACTUAL ALLEGATIONS**

12. Defendant is a worldwide leader in e-commerce who sells the PS5 on its online marketplace, doing business throughout the United States, including in Illinois.

13. The PS5 was released on November 12, 2020. The PS5 is primarily a video game console which provides many other entertainment functions including television and movie streaming capabilities and services.

14. The PS5 can be purchased from Defendant's website for approximately \$499.99 for the edition with a disk drive, or \$399.99 for the digital edition.<sup>1</sup>

15. Defendant represents on its e-commerce website that the PS5 is a next generation gaming console which functions with exceedingly fast loading times for games, deep gamer immersion, and the compatibility to play the new generation of PlayStation video games ("PS5 Games"). Importantly, the only system that has the compatibility to play PS5 Games is the PS5. However, as detailed below, the PS5 does not function as represented and is defective by design.

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

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<sup>1</sup> At the time this complaint was drafted, Defendant was out of stock of both PS5 editions.

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

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

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

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

21. Defendant knew or should have known that selling the PS5 with the Console Defect would result in consumers being frustrated regarding their purchase as they are deprived from being able to play PS5 Games.

22. Furthermore, Defendant knew or should have known that the PS5 contained a latent defect because of high rates of negative reviews describing the Console Defect. Indeed, internet complaints exist on Amazon's e-commerce website complaining of system crashes and other failures, for example:

- a. Amazon Customer (November 13, 2020) PS5 is a buggy broken mess.<sup>2</sup>

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

- b. Edgar Rodriguez (December 20, 2021) Brick city<sup>3</sup>

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

- c. Amazon Customer (November 13, 2020) PS5 NOT WORKING<sup>4</sup>

“...The PS5 constantly turn off and on outta nowhere. I’m also getting constant Glitch GPU patters. I already contacted Amazon, they said they don’t have any left, I will have to wait for restock and there’s no date for when will be available again. It’s very frustrating knowing now I’m \$550 less, no ps5, no option to get a new one from Amazon.”

- d. Daanish Fiaz (November 14, 2020) PS5 is Dead and won’t turn on<sup>5</sup>

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

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

24. In addition to negative reviews on Defendant’s consumer website, the Console Defect is widely published in the gaming community, some articles even suggesting ways to

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<sup>2</sup> [www.amazon.com/gp/customer-reviews/R1EMTN2ARP5S96?ASIN=B08FC5TTBF](https://www.amazon.com/gp/customer-reviews/R1EMTN2ARP5S96?ASIN=B08FC5TTBF) (Last accessed June 7, 2022).

<sup>3</sup> [www.amazon.com/product-reviews/B09DFCB66S/ref=cm\\_cr\\_getr\\_d\\_paging\\_btm\\_next\\_3?ie=UTF8&filterByStar=one\\_star&reviewerType=all\\_reviews&pageNumber=3#reviews-filter-bar](https://www.amazon.com/product-reviews/B09DFCB66S/ref=cm_cr_getr_d_paging_btm_next_3?ie=UTF8&filterByStar=one_star&reviewerType=all_reviews&pageNumber=3#reviews-filter-bar) (Last accessed June 7, 2022).

<sup>4</sup> [www.amazon.sg/Sony-PlayStation-PS5-Standard-Disc/product-reviews/B08FC5L3RG?reviewerType=all\\_reviews](https://www.amazon.sg/Sony-PlayStation-PS5-Standard-Disc/product-reviews/B08FC5L3RG?reviewerType=all_reviews) (Last accessed June 7, 2022).

<sup>5</sup> *Ibid.*

resolve the issue through self-repair.<sup>6789</sup> Although some users have success with self-repair, these solutions are temporary and do not completely resolve the Console Defect.

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

26. Additionally, Defendant's knowledge of the latent defect in the PS5 and active concealment of the issue resulted in injury to many customers.

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

28. Specifically, Amazon created a separate product page specifically for the PS5.<sup>10</sup> On its product page, Defendant represents that the PS5 features "lightning fast loading, deeper immersion" and that the PS5 is compatible to play "an all new-generation of incredible PlayStation games on PlayStation 5."<sup>11</sup>

29. Further, on Defendant's PS5 product page, Defendant represents that the PS5 features "stunning games . . . breathtaking immersion . . . lightning speed."<sup>12</sup>

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

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<sup>6</sup> [www.playstationlifestyle.net/2020/12/08/ps5-crashing-crashes-external-hard-drives/](http://www.playstationlifestyle.net/2020/12/08/ps5-crashing-crashes-external-hard-drives/) (Last accessed June 7, 2022).

<sup>7</sup> [www.the-sun.com/tech/4594247/7-instant-hacks-to-stop-your-ps5-turning-off/](http://www.the-sun.com/tech/4594247/7-instant-hacks-to-stop-your-ps5-turning-off/) (Last accessed June 7, 2022).

<sup>8</sup> [www.laptopmag.com/how-to/ps5-randomly-shutting-off-heres-how-to-fix-it](http://www.laptopmag.com/how-to/ps5-randomly-shutting-off-heres-how-to-fix-it) (Last accessed June 7, 2022).

<sup>9</sup> [www.partitionwizard.com/partitionmagic/ps5-crashing.html](http://www.partitionwizard.com/partitionmagic/ps5-crashing.html) (Last accessed June 7, 2022).

<sup>10</sup> [www.amazon.com/stores/page/07A20468-F527-4562-8FB4-23F8ACBCD3A8](http://www.amazon.com/stores/page/07A20468-F527-4562-8FB4-23F8ACBCD3A8) (Last accessed June 14, 2022).

<sup>11</sup> *Ibid.*

<sup>12</sup> [www.amazon.com/PlayStation-5-Console/dp/B09DFCB66S?ref\\_=ast\\_sto\\_dp](http://www.amazon.com/PlayStation-5-Console/dp/B09DFCB66S?ref_=ast_sto_dp) (Last accessed June 14, 2022).

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

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

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

33. As a result of Defendant's actions, PS5 owners have suffered damages for loss of use of their PS5, and are forced to either pay to send their PS5 in for repair or attempt to fix the problem themselves. Due to manufacturing shortages and the limited supply of the PS5, PS5 owners are not able to seek replacement for their defective console. Accordingly, owners of the PS5 have suffered monetary losses as a result of the Console Defect.

#### **FACTS SPECIFIC TO PLAINTIFF**

34. In November 2020, Plaintiff visited the PS5 product page on Defendant's e-commerce website, Amazon.com, to look at purchasing the PS5.

35. Plaintiff saw Defendant's representations on its PS5 product page that it features "lightning fast loading, deeper immersion," that the PS5 is compatible to play "an all new-generation of incredible PlayStation games," as well as that it has "Stunning games – Marvel at incredible graphics and experience new PS5 features," "Breathtaking immersion – Discover a deeper gaming experience . . .," and "Lightning Speed – Harness the power of a custom CPU, GPU, and SSD with Integrated I/O that rewrite the rules of what a PlayStation console can do."<sup>13</sup>

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<sup>13</sup> [www.amazon.com/PlayStation-5-Console/dp/B09DFCB66S?ref\\_=ast\\_sto\\_dp](https://www.amazon.com/PlayStation-5-Console/dp/B09DFCB66S?ref_=ast_sto_dp) (Last accessed June 14, 2022).

36. Relying on Defendant's representations above Plaintiff purchased the disk edition of the PS5 for \$499.99, excluding tax, from Defendant.

37. Plaintiff, like thousands of other consumers who purchased a PS5 from Defendant's online store, reasonably believed that the PS5 would function as represented by Defendant on its PS5 product page.

38. However, just six months after purchasing his PS5, Plaintiff began experiencing the Console Defect. Plaintiff's PS5 would suddenly power down and crash while trying to run PS5 Games, depriving him of the use of his video game console and of the benefits specifically advertised and promised by Defendant on its PS5 product page.

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

40. As a result of the above stated Console Defect, Plaintiff is now unable to use PS5 for the purpose in which he purchased it for as he has continued to experience random shut downs of his PS5. In fact, Plaintiff was forced to downgrade the PS5 Games which he paid for to their PS4 versions in order to run his PS5 without experiencing the Console Defect.

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

42. Plaintiff and the other members of the Class were deceived and/or misled by Defendant's warranties and misrepresentations regarding the quality and functionality of the PS5 that they purchased. These misrepresentations, and omissions, were a material factor that

influenced Plaintiff's and the other Class members' decision to purchase a PS5 from Defendant.

43. At the time Plaintiff purchased the PS5 from Defendant, he was unaware of the Console Defect, nor did Defendant disclose this material defect despite its knowledge of the issue. Had Plaintiff known about the defect prior to his purchase, he would not have purchased the PS5 or would have paid substantially less for it.

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

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

#### **CLASS ALLEGATIONS**

46. Plaintiff brings this action on behalf of himself and a nationwide class (the "Class"), with one subclass (the "Subclass") defined as follows:

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

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

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

48. Absent a class action, most members of the Class and Subclass would find the cost of litigating their claims to be prohibitive and would have no effective remedy. The class treatment of common questions of law and fact is superior to multiple individual actions or piecemeal litigation in that it conserves the resources of the courts and the litigants and promotes consistency and efficiency of adjudication.

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

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

51. Upon information and belief, there are thousands, if not millions, of members of the Class and Subclass such that joinder of all members is impracticable.

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

- (a) Whether Defendant engaged in the unlawful conduct alleged herein;
- (b) Whether Defendant represented that the PS5 would be free of defects;

- (c) Whether the PS5 is defective;
- (d) Whether Defendant was aware that the PS5 was defective;
- (e) Whether Defendant breached any warranties in selling the defective PS5.
- (f) Whether, Plaintiff and the other members of the Class and Subclass have suffered ascertainable monetary losses; and
- (g) Whether Plaintiff and the other members of the Class and Subclass are entitled to monetary remedies.

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

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

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

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

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

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

58. Upon information and belief, and given the fact that Defendant advertises, distributes, and sells the PS5, created the advertising on its consumer website, considering the

significant amount of negative reviews appearing on Defendant's and other retailers' websites, and considering how this is a highly publicized issue in the gaming community, Defendant knew or should have known at all relevant times that the PS5 video game consoles contained a latent defect that caused them to malfunction. Nonetheless Defendant continued to advertise and sell the PS5 without disclosing the Console Defect to consumers such as Plaintiff and the other members of the Class and Subclass.

59. Defendant intended for consumers to rely on its representations and omissions regarding the PS5 when choosing to purchase them, and customers did rely on such representations and omissions to make an informed decision as to whether to purchase the PS5.

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

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

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

appropriate under applicable law.

**COUNT II**  
**Breach of Express Warranty**  
**(On behalf of Plaintiff and the Class and Subclass)**

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

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

65. Defendant expressly warranted to Plaintiff, as well as the other members of the Class and Subclass, that the PS5 was of high quality and functionality, or at minimum that the product would actually work for its intended purpose as a video game system.

66. Specifically, Defendant makes several representations regarding the PS5 on its product page including that it is equipped with “lightning fast loading, deeper immersion” and that the PS5 is compatible to play “an all new-generation of incredible PlayStation games on PlayStation 5.”<sup>14</sup>

67. Importantly, the Console Defect prohibits Plaintiff, and the other members of the Class and Subclass, from using his PS5 according to the representations and warranties made by Defendant because the PS5 consistently crashes and powers down when Plaintiff attempts to play video games on his console.

68. These affirmations of fact and promises regarding the quality and functionality of the products sold by Defendant were part of the basis of the bargain between Defendant and

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<sup>14</sup> [www.amazon.com/stores/page/07A20468-F527-4562-8FB4-23F8ACBCD3A8](http://www.amazon.com/stores/page/07A20468-F527-4562-8FB4-23F8ACBCD3A8) (Last accessed June 14, 2022).

Plaintiff, as well as with the other members of the Class and Subclass. Plaintiff, like the other members of the Class and Subclass, would not have purchased the PS5 from Defendant, or would have paid materially less for it, had he known that these affirmations and promises were false.

69. Defendant breached the express warranties it represented about the quality and functionality of the PS5 and, as set forth above, the PS5 purchased by Plaintiff, like those purchased by the other members of the Class and Subclass, was not of the same quality and did not function as warranted by Defendant.

70. As a direct and proximate result of Defendant's breach of its express warranties, Plaintiff, like the other Class and Subclass members, suffered damages by purchasing a PS5 from Defendant which he would not have otherwise purchased, or would have paid materially less for, had he known that it was not of the quality and functionality as warranted.

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

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

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

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

74. Most states' laws provide for enforcement of the implied warranty of merchantability through their adoption of the UCC, including in Illinois pursuant to 810 ILCS 5/2-

314, as well as other states where Defendant sells the PS5.

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

76. The PS5 sold by Defendant were not fit for the ordinary purpose for which such goods are used because the Console Defect renders the PS5 inoperable as the system consistently crashes and powers down.

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

**COUNT IV**  
**Unjust Enrichment**  
**(On behalf of Plaintiff and the Class and Subclass)**

78. Plaintiff hereby incorporates the allegations set forth above.

79. Plaintiff and the other members of the Class and Subclass conferred a benefit on Defendant by purchasing a PS5 from its online store.

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

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

PS5 from Defendant.

**PRAYER FOR RELIEF**

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

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

**JURY DEMAND**

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

DATED: June 17, 2022

Respectfully submitted,

EVAN CASTANEDA, individually and on behalf of  
similarly situated individuals

By: /s/ Eugene Y. Turin  
One of Plaintiff's Attorneys

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