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ELECTRONICALLY FILED
Superior Court of California,
County of Placer
01/25/2023 at 09:50:41 AM
By: Karlee M Parsons
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER
UNLIMITED JURISDICTION**

JESSICA RATZAK, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

THINKWARE SYSTEMS USA, INC.; and
DOES 1-10, inclusive,

Defendant.

Case No. **S-CV-0049793**

CLASS ACTION COMPLAINT

- (1) Violation of False Advertising Law (Cal. Business & Professions Code §§ 17500 *et seq.*);
- (2) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq.*);
- (3) Violation of Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750, *et seq.*)

Jury Trial Demanded

1 Plaintiff JESSICA RATZAK (“Plaintiff”), individually and on behalf of all others
2 similarly situated, alleges as follows:

3 NATURE OF THE ACTION

4 1. Plaintiff brings this class action Complaint against Defendant THINKWARE
5 SYSTEMS USA, INC. (hereinafter “Defendant”) to stop Defendant’s practice of falsely
6 advertising their products and to obtain redress for a class of consumers (“Class Members”)
7 who were misled, within the applicable statute of limitations period, by Defendant.

8 2. Defendant advertised to consumers that its Thinkware F200 Pro Dashcam
9 (“Class Products”) would allow them to utilize a “Super Night Vision” feature.

10 3. Such a feature is of particular value to consumers because dashcams are widely
11 used to deter and investigate theft, and may also provide important evidence of accidents for
12 insurance claims.

13 4. Plaintiff and other consumers similarly situated were exposed to these
14 advertisements through print and digital media, as well as Defendant’s packaging of the Class
15 Products.

16 5. Defendant misrepresented and falsely advertised and represented to Plaintiff and
17 others similarly situated by failing to disclose in its advertisements and packaging that the Super
18 Night Vision feature was only available in parking mode.

19 6. Defendant’s misrepresentations to Plaintiff and others similarly situated induced
20 them to purchase Defendant’s Class Products.

21 7. Defendant took advantage of Plaintiff and similarly situated consumers unfairly
22 and unlawfully.

23 JURISDICTION AND VENUE

24 8. This class action is brought pursuant to California Code of Civil Procedure § 382.
25 All causes of action in the instant complaint arise under California Statutes.

26 9. This matter is properly venued in the Superior Court of the State of California
27 for the County of Placer because a significant portion, if not all, of the events giving rise to
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1 Plaintiff's claims happened within this County.

2 **THE PARTIES**

3 10. Plaintiff JESSICA RATZAK is a resident of the State of California, County of
4 Placer.

5 11. Defendant THINKWARE SYSTEMS USA, INC. is a California corporation
6 which maintains its principal place of business in Irvine, California.

7 12. Plaintiff alleges, on information and belief, that Defendant's marketing
8 campaign, as pertains to this matter, was created by Defendant and was disseminated throughout
9 California.

10 13. Plaintiff is informed and believes, and thereon alleges, that at all times relevant,
11 Defendant's sales of products are governed by the controlling law in the state in which they do
12 business and from which the sales of products and services, and the allegedly unlawful acts
13 occurred, which is California.

14 14. Plaintiff is informed and believes, and thereon alleges, that each and all of the
15 acts and omissions alleged herein were performed by, or is attributable to, Defendant and/or its
16 employees, agents, and/or third parties acting on its behalf, each acting as the agent for the other,
17 with legal authority to act on the other's behalf. The acts of any and all of Defendant's
18 employees, agents, and/or third parties acting on its behalf, were in accordance with, and
19 represent, the official policy of Defendant.

20 15. Plaintiff is informed and believes, and thereon alleges, that said Defendants are
21 in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
22 occurrences, and transactions of each and all their employees, agents, and/or third parties acting
23 on their behalf, in proximately causing the damages herein alleged.

24 16. At all relevant times, Defendant ratified each and every act or omission
25 complained of herein. At all relevant times, Defendant, aided and abetted the acts and omissions
26 as alleged herein.

PLAINTIFF'S FACTS

17. On June 23, 2022, Plaintiff purchased a Thinkware F200 Pro Bundle from a Best Buy store in Auburn, California.

18. Defendant's advertisements and packaging for the dashcam represented that the product featured "Super Night Vision."

19. Plaintiff was interested in the product because of Defendant's representation that it had night vision capability.

20. On June 24, 2022, Plaintiff had the dashcam installed on her vehicle by a professional.

21. Plaintiff immediately noticed that the night vision feature was unavailable.

22. Plaintiff attempted to change the settings to activate night vision, but the dropdown menu only allowed Plaintiff to use night vision in parking mode.

23. Defendant's advertisements and packaging fail to mention that "Super Night Vision" was only available in parking mode.

24. Moreover, Plaintiff observed that the "Super Night Vision" feature did not even work in parking mode.

25. On August 8, 2022, Plaintiff initiated an online chat with Defendant's Customer Support department.

26. When Plaintiff explained the issue, Defendant's representative confirmed that the night vision feature on the F200 Pro is only available in parking mode, not in continuous recording mode.

27. Plaintiff asked why this information was not included in Defendant's advertising or packaging for the product.

28. Defendant's representative stated that the information was included in the product descriptions on Best Buy's website and Defendant's website.

29. Plaintiff purchased the product in a physical store location and thus had no reasonable opportunity to discover the information prior to purchasing the product.

1 30. Defendant omitted from its advertisements and packaging that consumers who
2 purchase the Class Products will not be able to use “Super Night Vision” in continuous
3 recording mode, but rather only in parking mode.

4 31. Plaintiff had no reasonable way of knowing that she would be unable to use the
5 dashcam’s night vision feature for continuous recording.

6 32. Defendant was aware that Plaintiff could not have reasonably known of the
7 misrepresentations and omissions of material fact.

8 33. Had Plaintiff known that Defendant has misrepresented the Class Products,
9 Plaintiff would not have done business with Defendant. Rather, Plaintiff would have considered
10 not making the purchase or purchasing a product sold by a competitor.

11 34. Plaintiff was significantly upset by Defendant’s deceptive advertising and
12 unwillingness to provide her with a refund.

13 35. Such business tactics employed by Defendant rely on falsities and have a
14 tendency to mislead and deceive a reasonable consumer.

15 36. Plaintiff is informed, believes, and thereupon alleges that such representations
16 were part of a common scheme to mislead consumers and incentivize them to do business with
17 Defendant.

18 37. Plaintiff reasonably believed and relied upon Defendant’s representations in its
19 advertisement and packaging of the Class Products.

20 38. Plaintiff materially changed her position in reliance on Defendant’s
21 representations and was harmed thereby.

22 39. Had Defendant properly marketed, advertised, and represented the Class
23 Products, Plaintiff would not have made the purchase in the first place.

24 40. Defendant benefited from falsely advertising and representing the Class
25 Products. Defendant benefited on the loss to Plaintiff and provided nothing of benefit to Plaintiff
26 in exchange.

1 **CLASS ACTION ALLEGATIONS**

2 41. Plaintiff brings this action on behalf of herself and all others similarly situated,
3 and thus, seeks class certification under California Code of Civil Procedure § 382.

4 42. The class Plaintiff seeks to represent (the “Class”) is defined as follows:

5 All consumers in the State of California who, between the
6 applicable statute of limitations through the date of class
7 certification, purchased any of Defendant’s falsely advertised
8 Class Products.

9 43. As used herein, the term “Class Members” shall mean and refer to the members
10 of the Class described above.

11 44. Excluded from the Class are Defendant, its affiliates, employees, agents, and
12 attorneys, and the Court.

13 45. Plaintiff reserves the right to amend the Class, and to add additional subclasses,
14 if discovery and further investigation reveals such action is warranted.

15 46. Upon information and belief, the proposed class is composed of thousands of
16 persons. The members of the class are so numerous that joinder of all members would be
17 unfeasible and impractical.

18 47. No violations alleged in this complaint are contingent on any individualized
19 interaction of any kind between class members and Defendant.

20 48. Rather, all claims in this matter arise from the identical, false, affirmative written
21 statements that Defendant’s Class Products offered “Super Night Vision,” when in fact, such
22 representations were false.

23 49. There are common questions of law and fact as to the Class Members that
24 predominate over questions affecting only individual members, including but not limited to:

25 (a) Whether Defendant engaged in unlawful, unfair, or deceptive business
26 practices in falsely advertising Class Products to Plaintiff and other Class
27 Members;

28 (b) Whether Defendant made misrepresentations with respect to its Class

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Products;

- (c) Whether Defendant profited from its advertisement of Class Products;
- (d) Whether Defendant violated California Bus. & Prof. Code § 17200, *et seq.*, California Bus. & Prof. Code § 17500, *et seq.*, and/or California Civ. Code § 1750, *et seq.*;
- (e) Whether Plaintiff and Class Members are entitled to equitable and/or injunctive relief;
- (f) Whether Defendant’s unlawful, unfair, and/or deceptive practices harmed Plaintiff and Class Members; and
- (g) The method of calculation and extent of damages for Plaintiff and Class Members.

50. Plaintiff is a member of the class she seeks to represent.

51. The claims of Plaintiff are not only typical of all class members, they are identical.

52. All claims of Plaintiff and the class are based on the exact same legal theories.

53. Plaintiff has no interest antagonistic to, or in conflict with, the class.

54. Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member, because Plaintiff was induced by Defendant’s advertisement during the Class Period. Defendant’s unlawful, unfair and/or fraudulent actions concerns the same business practices described herein irrespective of where they occurred or were experienced. Plaintiff’s claims are typical of all Class Members as demonstrated herein.

55. Plaintiff will thoroughly and adequately protect the interests of the class, having retained qualified and competent legal counsel to represent herself and the class.

56. Common questions will predominate, and there will be no unusual manageability issues.

1 **FIRST CAUSE OF ACTION**

2 **Violation of the California False Advertising Act**

3 **(Cal. Bus. & Prof. Code §§ 17500 *et seq.*)**

4 57. Plaintiff incorporates by reference each allegation set forth above.

5 58. Pursuant to California Business and Professions Code § 17500, *et seq.*, it is
6 unlawful to engage in advertising “which is untrue or misleading, and which is known, or which
7 by the exercise of reasonable care should be known, to be untrue or misleading...or...to so make
8 or disseminate or cause to be so made or disseminated any such statement as part of a plan or
9 scheme with the intent not to sell that personal property or those services, professional or
10 otherwise, so advertised at the price stated therein, or as so advertised.”

11 59. California Business and Professions Code § 17500, *et seq.*’s prohibition against
12 false advertising extends to the use of false or misleading written statements.

13 60. Defendant misled consumers by making misrepresentations and untrue
14 statements about the Class Products, namely, Defendant made consumers believe that the Class
15 Products had a certain feature which they did not in fact have.

16 61. Defendant knew that its representations and omissions were untrue and
17 misleading, and deliberately made the aforementioned representations and omissions in order
18 to deceive reasonable consumers like Plaintiff and other Class Members.

19 62. As a direct and proximate result of Defendant’s misleading and false advertising,
20 Plaintiff and the other Class Members have suffered injury in fact. Plaintiff reasonably relied
21 upon Defendant’s representations regarding the features offered by the Class Products. In
22 reasonable reliance on Defendant’s false advertisements, Plaintiff and other Class Members
23 purchased Class Products from Defendant believing that the Class Products were capable of
24 continuous recording in “Super Night Vision.” However, Defendant did not inform Class
25 Members that the Class Products are not in fact capable of doing so.

26 63. Plaintiff alleges that these false and misleading written representations made by
27 Defendant constitute a “scheme with the intent not to sell that personal property or those
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1 services, professional or otherwise, so advertised at the price stated therein, or as so advertised.”

2 64. Defendant advertised to Plaintiff and other putative class members, through
3 written representations and omissions made by Defendant and its employees.

4 65. Defendant knew that they would not provide Plaintiff and Class Members with
5 the Class Products as they were advertised.

6 66. Thus, Defendant knowingly lied to Plaintiff and other putative class members in
7 order to induce them to purchase the Class Products from Defendant.

8 67. The misleading and false advertising described herein presents a continuing
9 threat to Plaintiff and the Class Members in that Defendant persist and continue to engage in
10 these practices, and will not cease doing so unless and until forced to do so by this Court.
11 Defendant’s conduct will continue to cause irreparable injury to consumers unless enjoined or
12 restrained. Plaintiff is entitled to preliminary and permanent injunctive relief ordering
13 Defendant to cease their false advertising, as well as disgorgement and restitution to Plaintiff
14 and all Class Members of Defendant’s revenues associated with their false advertising, or such
15 portion of those revenues as the Court may find equitable.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff respectfully prays that judgment be entered against Defendant
18 for the following:

- 19 A. Certification of this matter as a class action and appointment of Plaintiff as
20 class representative and her attorneys as class counsel;
21 B. Actual damages;
22 C. Statutory damages for willful and negligent violations;
23 D. Costs and reasonable attorney’s fees; and
24 E. For such other and further relief as may be just and proper.

25 **SECOND CAUSE OF ACTION**

26 **Violation of Unfair Competition Law**

27 **(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

28 68. Plaintiff incorporates by reference each allegation set forth above.

69. Actions for relief under the unfair competition law may be based on any business

1 act or practice that is within the broad definition of the UCL. Such violations of the UCL occur
2 as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff is required
3 to provide evidence of a causal connection between a defendant's business practices and the
4 alleged harm--that is, evidence that the defendant's conduct caused or was likely to cause
5 substantial injury. It is insufficient for a plaintiff to show merely that the defendant's conduct
6 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory definition of
7 unfair competition covers any single act of misconduct, as well as ongoing misconduct.

8 UNFAIR

9 70. California Business & Professions Code § 17200 prohibits any "unfair ...
10 business act or practice." Defendant's acts, omissions, misrepresentations, and practices as
11 alleged herein also constitute "unfair" business acts and practices within the meaning of the
12 UCL in that its conduct is substantially injurious to consumers, offends public policy, and is
13 immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any
14 alleged benefits attributable to such conduct. There were reasonably available alternatives to
15 further Defendant's legitimate business interests, other than the conduct described herein.
16 Plaintiff reserves the right to allege further conduct which constitutes other unfair business acts
17 or practices. Such conduct is ongoing and continues to this date.

18 71. In order to satisfy the "unfair" prong of the UCL, a consumer must show that the
19 injury: (1) is substantial; (2) is not outweighed by any countervailing benefits to consumers or
20 competition; and (3) is not one that consumers themselves could reasonably have avoided.

21 72. Here, Defendant's conduct has caused and continues to cause substantial injury
22 to Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury
23 in fact due to Defendant's decision to mislead consumers. Thus, Defendant's conduct has caused
24 substantial injury to Plaintiff and the members of the Class.

25 73. Moreover, Defendant's conduct as alleged herein solely benefits Defendant
26 while providing no benefit of any kind to any consumer. Such deception utilized by Defendant
27 convinced Plaintiff and members of the Class that Defendant's Class Products had an important
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1 feature that they did not actually have. In fact, Defendant knew that they had no intention of
2 providing the represented benefits and thus unfairly profited. Thus, the injury suffered by
3 Plaintiff and the members of the Class are not outweighed by any countervailing benefits to
4 consumers.

5 74. Finally, the injury suffered by Plaintiff and members of the Class is not an injury
6 that these consumers could reasonably have avoided. After Defendant falsely represented the
7 Class Products, consumers changed their position by purchasing the Class Products, thus
8 causing them to suffer injury in fact. Defendant failed to take reasonable steps to inform
9 Plaintiff and Class Members that the advertisements were false. As such, Defendant took
10 advantage of Defendant's position of perceived power in order to deceive Plaintiff and the Class.
11 Therefore, the injury suffered by Plaintiff and members of the Class is not an injury which these
12 consumers could reasonably have avoided.

13 75. Thus, Defendant's conduct has violated the "unfair" prong of California Business
14 & Professions Code § 17200.

15 **FRAUDULENT**

16 76. California Business & Professions Code § 17200 prohibits any "fraudulent ...
17 business act or practice." In order to prevail under the "fraudulent" prong of the UCL, a
18 consumer must allege that the fraudulent business practice was likely to deceive members of
19 the public.

20 77. The test for "fraud" as contemplated by California Business and Professions
21 Code § 17200 is whether the public is likely to be deceived. Unlike common law fraud, a §
22 17200 violation can be established even if no one was actually deceived, relied upon the
23 fraudulent practice, or sustained any damage.

24 78. Here, not only were Plaintiff and the Class members likely to be deceived, but
25 these consumers were actually deceived by Defendant. Such deception is evidenced by the fact
26 that Defendant's Class Products do not have the capability that was represented to consumers
27 in advertisements and packaging. Plaintiff's reliance upon Defendant's deceptive statements is
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1 reasonable due to the unequal bargaining powers between Defendant and Plaintiff. For the same
2 reason, it is likely that Defendant's fraudulent business practice would deceive other members
3 of the public.

4 79. As explained above, Defendant deceived Plaintiff and other Class Members by
5 representing that the Class Products had uses and features which they never had.

6 80. Thus, Defendant's conduct has violated the "fraudulent" prong of California
7 Business & Professions Code § 17200.

8 UNLAWFUL

9 81. California Business and Professions Code § 17200, *et seq.* prohibits "any
10 unlawful...business act or practice."

11 82. As explained above, Defendant deceived Plaintiff and other Class Members by
12 falsely representing the Class Products.

13 83. Defendant used false advertising, marketing, and misrepresentations to induce
14 Plaintiff and Class Members to purchase Class Products from Defendant, in violation of
15 California Business and Professions Code § 17500, *et seq.* Had Defendant not falsely
16 advertised, marketed, or misrepresented the Class Products, Plaintiff and Class Members would
17 not have purchased them from Defendant. Defendant's conduct therefore caused and continues
18 to cause economic harm to Plaintiff and Class Members.

19 84. These representations by Defendant are therefore an "unlawful" business
20 practice or act under Business and Professions Code § 17200, *et seq.*

21 85. Defendant has thus engaged in unlawful, unfair, and fraudulent business acts
22 entitling Plaintiff and Class Members to judgment and equitable relief against Defendant, as set
23 forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code § 17203,
24 Plaintiff and Class Members seek an order requiring Defendant to immediately cease such acts
25 of unlawful, unfair, and fraudulent business practices and requiring Defendant to correct its
26 actions.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff respectfully requests that judgment be entered against Defendant
3 for the following:

- 4 A. Certification of this claim as a class action and appointment of Plaintiff as
5 class representative and her attorneys as class counsel;
6 B. Actual damages;
7 C. Statutory damages;
8 D. Costs and reasonable attorney's fees; and
9 E. For such other and further relief as the Court may deem just and proper.

8 **THIRD CAUSE OF ACTION**

9 **Violation of Consumer Legal Remedies Act**

10 **(Cal. Civ. Code § 1750, *et seq.*)**

11 86. Plaintiff incorporates by reference each allegation set forth above.

12 87. Defendant's actions as detailed above constitute multiple violations of the
13 Consumer Legal Remedies Act, Cal. Civ. Code § 1770(a) to the extent that Defendant violated
14 the following provisions of the CLRA:

- 15 a. Representing that goods or services have sponsorship, approval, characteristics,
16 ingredients, uses, benefits, or quantities which they do not have. Cal. Civ. Code
17 § 1770(a)(5);
18 b. Representing that goods or services are of a particular standard, quality, or grade,
19 or that goods are of a particular style or model, if they are of another. Cal. Civ.
20 Code § 1770(a)(7);
21 c. Advertising goods or services with intent not to sell them as advertised. Cal. Civ.
22 Code § 1770(a)(9); and
23 d. Representing that the subject of a transaction has been supplied in accordance
24 with a previous representation when it has not. Cal. Civ. Code § 1770(a)(16).

25 88. On or about January 25, 2023, through her Counsel of record, using certified mail
26 with a return receipt requested, Plaintiff served Defendant with notice of its violations of the
27 CLRA, and asked that Defendant correct, repair, replace or otherwise rectify the goods alleged
28 to be in violation of the CLRA; this correspondence advised Defendant that they must take such
action within thirty (30) calendar days, and pointed Defendant to the provisions of the CLRA

1 that Plaintiff believes to have been violated by Defendant. This letter is attached hereto as
2 Exhibit A.

3 89. The venue affidavit required by Cal. Civ. Code § 1780(d) is attached as Exhibit
4 B to this Complaint.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff respectfully requests that judgment be entered against Defendant
7 for the following:

8 A. Injunctive relief for Defendant's violations of the CLRA as alleged herein.

9 **REQUEST FOR JURY TRIAL**

10 90. Plaintiff requests a trial by jury as to all claims so triable.

11 Dated: January 25, 2023

12 Respectfully submitted,

13 LAW OFFICES OF TODD M. FRIEDMAN, PC

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16 By:  

17 Todd M. Friedman, Esq.

18 Attorney for Plaintiff
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EXHIBIT A

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

ATTORNEYS FOR CONSUMERS

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WRITER LICENSED IN:

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PENNSYLVANIA

ILLINOIS

January 24, 2023

Via Certified U.S. Mail

Thinkware Systems USA, Inc.

Attn: Legal Dept.

18019 Sky Park Circle, Suite KL

Irvine, CA 92614

**Confidential Settlement Communication Pursuant to FRE 408 and CEC 1152 and
Notice of Violations of CLRA Pursuant to Cal. Civ. Code §§ 1782(a)(2)**

Re: *Jessica Ratzak*

To Whom It May Concern:

Please be advised that our office represents Jessica Ratzak ("Plaintiff"), and other similarly situated individuals, in pursuing class action wide legal claims against Thinkware Systems USA, Inc. ("Defendant") for violations of the Consumer Legal Remedies Act ("CLRA"), California Business & Professions Code § 17200 ("UCL"), and California Business & Professions Code § 17500 ("FAL").

Having been formally notified of our representation, we respectfully demand you not contact our client for any reason. Instead, please direct all future contact and correspondence to this office. We reserve the right to seek injunctive relief against you should you fail to honor these directives.

The purpose of this letter is to advise your company of its violations and to quickly resolve the matter of my client's right to compensation for the same, without resorting to expensive and unnecessary litigation. Before additional damages accrue, including needless attorney fees, we should work together expeditiously to correct the inequity that occurred in connection with your company's handling of the matters detailed below. Thus, please accept this correspondence as notice pursuant to the CLRA, of violations thereof. Be advised, you have thirty (30) calendar days from the date of receipt of this notice, to correct, repair, replace, or otherwise rectify the goods or services alleged to be in violation of § 1770 of the CLRA, as further outlined below.

Please review the violations set forth below and contact our offices immediately, to discuss settlement.

Facts

On June 23, 2022, Plaintiff purchased a Thinkware F200 Pro Bundle Dashcam from a Best Buy store in Auburn, California. Defendant advertised this product as featuring “Super Night Vision.” Plaintiff’s decision to purchase the product was entirely based on this representation.

On June 24, 2022, the dashcam was installed on Plaintiff’s vehicle by a professional. Plaintiff immediately noticed that the night vision feature was unavailable. Plaintiff attempted to change the settings to activate the night vision, but the dropdown menu only allowed her to use night vision in parking mode. Not only did Defendant fail to mention this in its advertising, but the night vision did not even work in parking mode.

On August 8, 2022, Plaintiff sought help from Defendant’s Customer Support. Plaintiff initiated an online chat, during which Defendant’s representative told Plaintiff that the super night vision feature on the F200 Pro is only available in parking mode, not in continuous recording mode. Plaintiff asked why that important information is not included in Defendant’s advertisements and packaging, to which the representative stated it was listed on Defendant’s website and appeared on Best Buy’s website in the product description. Plaintiff purchased the product in a physical store location and had no legitimate opportunity to discover the product’s limitation prior to her purchase.

Plaintiff has been harmed as an actual and proximate result of Defendant’s omissions and deception, and she therefore requests recompense as stated in this letter.

CLRA (Cal. Civ. Code § 1750 *et seq.*) Violations

Among other things, the CLRA prohibits the following “unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction to result or which results in the sale or lease of goods or services” to a consumer:

1. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have. Cal. Civ. Code § 1770(a)(5);
2. Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another. Cal. Civ. Code § 1770(a)(7);
3. Advertising goods or services with intent not to sell them as advertised. Cal. Civ. Code § 1770(a)(9);
4. Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not. Cal. Civ. Code § 1770(a)(16).

Further, under the CLRA, a consumer may recover actual damages, an order enjoining any such practices that are prohibited by the CLRA, restitution of property, punitive damages, civil penalties, and reasonably attorney's fees and costs. Cal. Civ. Code §§ 1780, *et seq.*

By engaging in the conduct detailed above, Defendant violated Sections 1770(a)(5), (7), (9), and (16) of the CLRA, thereby entitling Plaintiff to attorney's fees and costs, and actual and punitive damages.

Unfair Competition Law (Cal. Bus. & Prof. Code § 17200)

The Unfair Competition Law, Cal. Bus. & Prof. C. § 17200 prohibits unlawful, unfair or fraudulent business acts or practices. Further, any person may bring an action to enjoy or restrain any violation of this act and recover actual damages resulting from such violations. Cal. Bus. & Prof. Code § 4381(b)-(c).

Defendant engaged in fraudulent, unfair and unlawful business practices through its conduct and violated the UCL. As detailed above, Defendant made representations and omitted material facts to Plaintiff, and this amounts to fraudulent and unfair business practices. Further, as noted above, Defendant violated the CLRA, thus engaging in unlawful business practices. Defendant's conduct, as detailed above, violates numerous provisions of the CLRA; consequently, said conduct constitutes unlawful business practices. Defendant's conduct entitles Plaintiff to restitution and injunctive relief.

False Advertising Law (Cal. Bus. & Prof. Code § 17500)

The False Advertising Law, Cal. Bus. & Prof. C. § 17500 prohibits engaging in advertising "which is untrue or misleading, and which is known, or which by exercise of reasonable care should be known, to be untrue or misleading." Further, any person may bring an action to enjoy or restrain any violation of this act and recover actual damages resulting from such violations. Cal. Bus. & Prof. Code § 4381(b)-(c).

As detailed above, Defendant engaged in untrue and misleading advertising that violated the FAL. Defendant made and advertised misrepresentations as to the nature of its product that it had no intention of honoring. Defendant's conduct entitles Plaintiffs to restitution and injunctive relief.

Class Potential

At this stage, Defendant's fraudulent and deceptive business practices, and violations of California law, have impacted thousands of consumers throughout the state of California and/or the nation. Thus, we anticipate either a state and/or nation-wide class of thousands of consumers whom Jessica Ratzak will more than adequately represent. The conduct detailed above is systematic in nature. Thus, certifying a class will be very straightforward. Upon certifying a class, we will seek not only actual damages, but punitive damages and statutory damages, in addition to attorney's fees and costs. Defendant is facing seven-figure liability, at the very least.

Best regards,

A handwritten signature in dark ink, appearing to read 'Todd M. Friedman', with a long, sweeping horizontal line extending to the right.

Todd M. Friedman, Esq.
Attorney at Law

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EXHIBIT B

Todd M. Friedman (SBN 216752)
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER
UNLIMITED JURISDICTION**

JESSICA RATZAK, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

THINKWARE SYSTEMS USA, INC.; and
DOES 1-10, inclusive,

Defendant.

Case No.

**PLAINTIFF'S AFFIDAVIT OF VENUE
PERSUANT TO CONSUMER LEGAL
REMEDIES ACT**

I, JESSICA RATZAK, declare and state as follows:

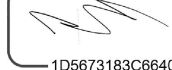
1. I am the plaintiff in this matter, and specifically have brought a claim for Violations of the Consumer Legal Remedies Act.
2. The defendant to this cause of action, THINKWARE SYSTEMS USA, INC.; ("Defendant"), was doing business in Placer County California, namely, selling the Thinkware F200 Pro Bundle Dashcam from a Best Buy Store in Auburn, California, Placer County.
3. The transaction which are the subject of the cause of action as set forth in the Complaint, occurred in Placer County.

1 4. I am a citizen and resident of the State of California, Placer County.

2 I declare under penalty of perjury under the laws of the State of California that the foregoing
3 is true and correct.

4
5
6 Executed this 1/25/2023
7 Date, at Colfax, California.

8 DocuSigned by:

9 

10 1D5673183C6640E...

JESSICA RATZAK