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*Attorneys for Plaintiff Terri Else
and the Proposed Class.*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

TERRI ELSE, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

ROKU, INC., and TTE TECHNOLOGY,
INC., d/b/a TCL NORTH AMERICA,

Defendants.

Case No. 8:26-cv-748

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 Plaintiff, TERRI ELSE (“Plaintiff”), on behalf of herself and all others
2 similarly situated (the “Class”), brings this class action complaint (the “action”)
3 against Defendants ROKU, INC. (“Roku”) and TTE TECHNOLOGY, INC. d/b/a
4 TCL NORTH AMERICA (“TCL”) (collectively, “Defendants”). Plaintiff alleges
5 the following based upon her personal knowledge and as well as upon investigation
6 of counsel as follows:

7 **NATURE OF THE CASE**

8 1. This action arises out of Defendants deceptive and unfair acts and
9 practices in the design, marketing, sale, and ongoing operation of Roku-powered
10 smart televisions (“Roku Products”),¹ including both Roku-branded TV products
11 and licensed partner models such as TCL Roku TVs and other related TV products.

12 2. The Roku Products are advertised as consumer-friendly, reliable, and
13 competitively priced within the market for integrated smart televisions. Roku
14 consistently touts its operating system as the “#1 selling TV operating system” in
15 the United States, highlighting its functionality, scale, and household penetration as
16 core business strengths.² Roku Products are heavily marketed throughout the
17 United States as “thoughtfully designed Smart TVs” with “vivid picture quality”
18 that will operate for years with minimal issues, seamlessly streaming content and
19 receiving reliable software updates to enhance user experience.³ There are two
20 means by which Roku users can access Roku’s streaming services: either from
21

22 ¹ The Roku Products include Roku Select Series TVs; Roku Plus Series TVs; TCL
23 3/4/5/6 Series Roku TVs, as well as any and all substantially similar devices
24 which function on the Roku operating system and have had similar issues due to
software updates.

25 ² *Roku Rings in the New Year with 90 Million Streaming Households*, Roku
26 Newsroom (Jan. 7, 2025), [https://newsroom.roku.com/news/2025/01/roku-rings-
in-the-new-year-with-90-million-streaming/vqequcxa-1736256134](https://newsroom.roku.com/news/2025/01/roku-rings-in-the-new-year-with-90-million-streaming/vqequcxa-1736256134) (last visited
27 Dec. 19, 2025).

28 ³ Roku, Inc., Form 10-K, at page 1 (SEC filed February 14, 2025),
[https://www.sec.gov/ix?doc=/Archives/edgar/data/0001428439/00014284392500
0013/roku-20241231.htm#i09cd34beebf4471d9baff8d20668154c_16](https://www.sec.gov/ix?doc=/Archives/edgar/data/0001428439/000142843925000013/roku-20241231.htm#i09cd34beebf4471d9baff8d20668154c_16).

1 low-cost devices like streaming sticks that integrate into their television or by
2 purchasing Roku’s own televisions or devices pre-integrated with Roku’s operating
3 system (“Roku OS”). Roku has broadly licensed Roku OS to major television
4 manufacturers such as TCL, RCA, Philips, Hisense, and Walmart’s “Onn” brand.
5 Roku is now used by 90 million streaming households—almost half of broadband
6 households in the United States.⁴ Roku’s users streamed 35.8 billion hours in the
7 first quarter of 2025, up 5.1 billion hours from the same period the previous year.⁵
8 In the first quarter of 2025, Roku’s net revenue was \$1.021 billion.⁶

9 3. To ensure that Roku’s devices keep working, Roku regularly updates
10 its Roku OS software to provide preventative security reinforcements, enhance user
11 experience, and keep features running.

12 4. Software updates are a vital component to Roku’s business because
13 digital platforms could not otherwise continue to run without addressing consistent
14 concerns related to security, user experience, and the device’s features. However,
15 Roku’s software updates are repetitively defective, materially impairing the
16 functionality of Roku Products, rendering many consumers’ televisions either
17 entirely unusable (“bricked”), blacked out, or otherwise substantially degraded in
18 terms of device performance (the “Software Defects”). Software Defects are a
19 result of a platform which cuts corners, failing to ensure that the software updates
20 are actually free of defects both in testing stages and at scale, failing to adequately
21 invest in software updates which harmonize with the Roku Products, and failing to

22
23 ⁴ *Roku Rings in the New Year with 90 Million Streaming Households*, Roku
24 Newsroom (Jan. 7, 2025), <https://newsroom.roku.com/news/2025/01/roku-rings-in-the-new-year-with-90-million-streaming/vqequcxa-1736256134> (last visited Dec.
25 19, 2025).

26 ⁵ Kayla Cobb, *Roku Remains ‘Confident’ It Will Achieve Positive Operating Profit
27 in 2026 Despite Trump Tariffs*, The Wrap (May 1, 2025),
<https://www.thewrap.com/roku-earnings-q1-2025> (last visited Dec. 19, 2025).

28 ⁶ Matthew Keys, *Roku Earns \$1.02 Billion in Revenue During Q1*, TheDesk.net,
(May 1, 2025), <https://thedesk.net/2025/05/roku-q1-2025-earnings-report/> (last
visited Dec. 19, 2025).

1 take appropriate remediative and corrective action once a defective software update
2 is released (including informing consumers about Software Defects, offering
3 compensation, and releasing new updates which fix (or “patch”) Software Defects).

4 5. Defendants knowingly sold (and continue to sell) tens of thousands of
5 Products that have Software Defects which corrupt user experience to the point of
6 inoperability, including screen black outs, loss of video, the screen flashing on and
7 off, or otherwise malfunctioning. Despite consumers’ persistent complaints of
8 repeated system failures, often leaving their TVs completely inoperable,
9 Defendants offer no recourse. This is inconsistent with representations made in
10 express warranties which promise to repair, correct, or otherwise remediate the
11 Software Defect.

12 6. As such, Plaintiff Else, on behalf of herself and the proposed classes
13 of consumers who purchased the Roku Products with the same or substantially
14 similar defect in materials and workmanship, seek recovery for damages suffered
15 as a result of Roku’s Products during the statutory period.

16 **JURISDICTION AND VENUE**

17 7. *Subject Matter Jurisdiction.* This Court has subject matter jurisdiction
18 pursuant to 28 U.S.C § 1332(d)(2), the Class Action Fairness Act of 2005 because
19 the aggregated claims of Class members exceed \$5 million exclusive of costs and
20 interest, members of the nationwide putative Class and Defendants are residents of
21 different states and are at least one hundred members of the proposed Class.

22 8. *Personal Jurisdiction.* This Court has personal jurisdiction over
23 Defendants because Roku Inc., and TCL, have regular and systematic contacts in
24 the state of California, in which they do business and placed Roku Products
25 including the Roku OS into the stream of commerce. Additionally, both Plaintiff
26 and Defendant TCL are located in this District.

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28 ///

1 9. *Venue.* Pursuant to 28 U.S.C. § 1391, venue is proper in this District
2 because Roku Inc. and TCL are subject to personal jurisdiction, and a substantial
3 portion of the conduct described in this Complaint was carried out in this District.

4 **PARTIES**

5 10. Plaintiff Terri Else is domiciled in Los Angeles, California located in
6 Los Angeles County.

7 11. Defendant Roku, Inc. is a California corporation, with its principal
8 place of business located in San Jose, California at 1173 Coleman Avenue San Jose,
9 California 95110.

10 12. Defendant TTE Technology, Inc., d/b/a TCL North America is a
11 Delaware corporation, with its principal place of business located in Irvine,
12 California at 189 Technology Drive, Irvine, California. TCL manufactures,
13 markets, and sells televisions in the United States, including those branded as “TCL
14 Roku TVs.”

15 **FACTUAL BACKGROUND**

16 **A. Roku TVs and the Roku TV Operating System**

17 13. Roku, founded in 2002, is a leading TV streaming platform in the
18 United States. Roku’s mission is to “connect and benefit the global TV ecosystem”
19 by “enabling users to access streaming content,” providing tools for content
20 publishers to build and monetize audiences and offering advertisers sophisticated
21 tools to engage consumers.⁷

22 14. Roku has developed and deployed a suite of streaming devices and
23 smart televisions powered by its proprietary operating system, Roku OS, which is
24 specifically designed for streaming content. Roku OS serves as the foundation of
25 the Roku platform, connecting viewers to streaming services via broadband
26

27 ⁷ About Roku,
28 <https://www.roku.com/about/company?srsId=AfmBOooxBOZO0001f0cEkSzfDeHabFCDA9igluRQIKj-OjsDRayfvE7B>, (last visited Dec. 19, 2025).

1 networks and offering access to a wide selection of content.⁸ Roku has represented
2 that its operating system provides “customers access to content they want at prices
3 they can afford.”⁹

4 15. The smart television industry is a multi-billion-dollar segment of
5 consumer electronics. In the United States, smart TVs with integrated operating
6 systems dominate the market, with Roku’s platform being one of the most widely
7 adopted.¹⁰ Roku TV, powered by Roku OS, has been recognized as the leading
8 smart TV operating system in the United States, used by millions of households and
9 licensed to major TV manufacturers, including TCL.¹¹

10 16. Roku markets televisions and streaming devices such as Roku’s
11 Streaming Sticks that run the Roku OS (collectively, “Roku Products”). These
12 include both TV products sold under the Roku brand and TVs manufactured and
13 sold by licensed third-party brands, such as TCL, that integrate the Roku OS.¹²

14 17. Roku has positioned the Roku TV platform as an integrated, user-
15 friendly, and reliable smart television experience. It promotes ease of use, broad
16 content access, and an interface designed to work seamlessly over time through
17

18
19 ⁸ Roku, Inc., Form 10-K, at page 1 (SEC filed February 14, 2025),
20 https://www.sec.gov/ix?doc=/Archives/edgar/data/0001428439/000142843925000013/roku-20241231.htm#i09cd34beebf4471d9baff8d20668154c_16.

21 ⁹ *Our Story*, Roku, <https://www.roku.com/about/history-of-roku> (last visited Dec. 19, 2025).

22 ¹⁰ *Company*, Roku, <https://www.roku.com/about/company> (last visited Dec. 19, 2025).

23 ¹¹ *Roku, the #1 Selling TV Operating System in the U.S. and Mexico, Celebrates*
24 *10 Years of Roku TV*, Roku (Blog) (June 3, 2024),
25 <https://newsroom.roku.com/news/2024/01/roku-the-1-selling-tv-operating-system-in-auojhl-5-1704293241> (last visited Dec. 19, 2025); TCL Partnerships,
26 <https://www.tcl.com/us/en/partnerships/roku> (last visited Dec. 19, 2025).





27 ¹² *Roku Streaming Players*, Roku, <https://www.roku.com/products/players>; *Smart*
28 *TVs made by Roku*, <https://www.roku.com/products/roku-tv/roku-made-tvs>.; Roku, *What is Roku?*, <https://www.roku.com/what-is-roku> (last visited Dec. 19, 2025).





1 ongoing software updates.¹³ Roku markets its operating system and software
2 updates as enhancing the user experience and enabling functionality across a wide
3 range of applications and content discovery features.¹⁴

4 18. Roku has publicly represented that the Roku OS is the “#1 selling TV
5 OS” in the United States and has emphasized the scale of its TV OS footprint as a
6 key business attribute.¹⁵

7 Finally, a smart TV that doesn't try to outsmart you

8 A Roku TV loaded with features you'd expect, like stunning picture and seamless streaming, and ones you might not, like Roku Smart Picture and a no-
9 nonsense voice remote. A smart TV that makes sense.

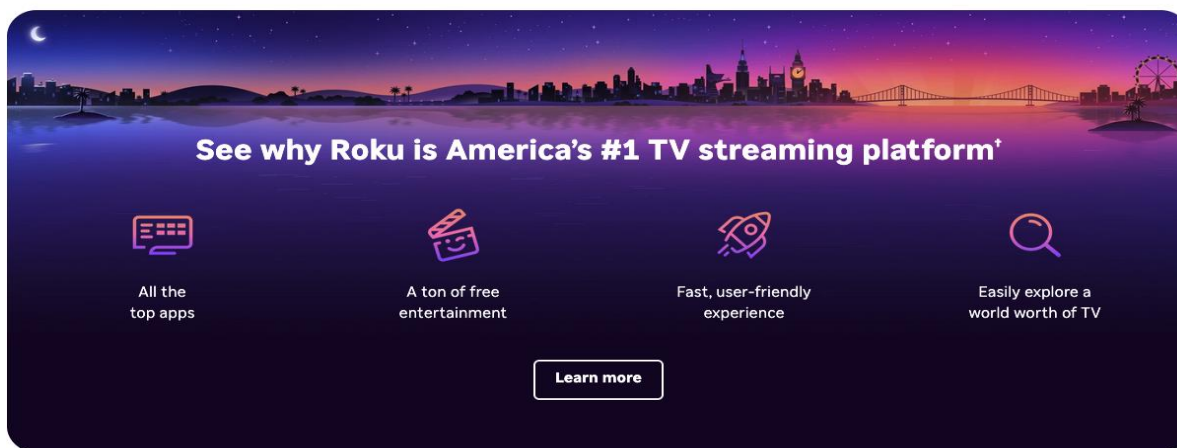
 <p>Made by Roku</p> <p>From the brand you trust to make streaming easier comes a thoughtfully designed smart TV powered by the delightfully simple Roku experience.</p>	 <p>Brilliant 4K picture</p> <p>Stunningly sharp 4K resolution brings out the rich detail in your entertainment. Incredible HDR color, contrast, and brightness brings your favorite entertainment to life.</p>	 <p>Always easy on the eyes</p> <p>Roku Smart Picture cleans up incoming TV signals, optimizes them for your TV, and automatically chooses the right picture mode for whatever you're watching.</p>	 <p>Seamless streaming</p> <p>With features like fast Wi-Fi* and channels that launch in a snap, Roku Select Series TVs get you your entertainment quick and easy.</p>
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 <p>Quick and easy setup</p> <p>Just power up your device, connect to the internet, and dive into a world of streaming.</p>	 <p>End lag in a hurry</p> <p>Keep your gameplay smooth with a variable refresh rate that reduces lag and screen tearing.</p>	 <p>How sound should sound</p> <p>Designed with Dolby Audio* technology for clear speech and louder sound.</p>	 <p>Home theater ready</p> <p>Easily upgrade to premium 2.1 sound with Roku wireless audio.</p>
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13 *Id.*

14 *Id.*

15 *Roku, the #1 Selling TV Operating System in the U.S. and Mexico, Celebrates 10 Years of Roku TV*, Roku (Blog), June 3, 2024, <https://newsroom.roku.com/news/2024/01/roku-the-1-selling-tv-operating-system-in/auojhl-5-1704293241> (last accessed Dec. 19, 2025).; Roku, Inc., Form 10-K, at page 1 (SEC filed February 14, 2025), https://www.sec.gov/ix?doc=/Archives/edgar/data/0001428439/000142843925000013/roku-20241231.htm#i09cd34beebf4471d9baff8d20668154c_16.



B. TCL Roku TVs and the Roku-TCL Partnership

19. TCL manufactures, markets, and distributes TVs in the United States including smart TVs that incorporate Roku’s TV operating system under the “TCL Roku TV” tradename and related branding.¹⁶

20. TCL sells televisions nationwide through numerous retailers such as Amazon, Best Buy, Target, and Walmart.

21. TCL is one of the leading sellers of televisions in the United States, maintaining a top-two retail market share of TV shipments in the U.S. in recent years and becoming a major competitor to longstanding brands in North America.¹⁷

22. Roku and TCL have publicly described a commercial partnership under which TCL integrates Roku’s TV platform into TCL-branded TVs sold to consumers nationwide.¹⁸

¹⁶ Press Release, *TCL & Roku Enter a Partnership to Create A New Generation of Smart TVs*, (Feb. 03, 2014), <https://www.tcl.com/us/en/press-releases/tcl-roku-partnership> (last visited Dec. 19, 2025); TCL 4 Series Product Page, <https://www.tcl.com/us/en/products/home-theater/4-series/55-class-4-series-4k-uhd-led-smart-roku-tv-55s455> (last visited Dec. 18, 2025).

¹⁷ Zachary Comeau, *Samsung, TCL, LG and Hisense Jockey for the Premium TV Market*, CEPro, (Mar. 05, 2025), <https://www.cepro.com/news/samsung-tcl-lg-and-hisense-jockey-for-the-premium-tv-market/147283> (last visited Dec. 18, 2025).

¹⁸ Press Release, *TCL & Roku Enter a Partnership to Create A New Generation of Smart TVs*, (Feb. 03, 2014), <https://www.tcl.com/us/en/press-releases/tcl-roku-partnership> (last visited Dec. 19, 2025).

1 23. In partnership with Roku, TCL has marketed TCL Roku TVs as
2 affordable smart televisions that combine modern display technology with Roku’s
3 software platform to deliver value and dependable smart TV performance at
4 competitive price points.¹⁹

5 **C. The Roku Software Defects**

6 24. Roku controls the Roku OS and deploys its operating system and
7 automatic application-level software updates to Roku Products, including TCL
8 Roku TVs.²⁰

9 25. Roku OS software updates are automatically delivered over the air and
10 control core television functionality, including boot processes, system stability, and
11 video display output.²¹

12 26. Roku TVs suffer from a latent defect whereby official software
13 updates—such as Roku OS 11.x and Roku OS 14—can render televisions
14 inoperable or substantially degrade their functionality, including loss of picture
15 display, black or blank screens, and persistent boot issues like infinite boot loops,
16 freezing on the logo screen, or failing to turn on entirely.²²

17 27. These updates are marketed as seamless improvements to the platform,
18 delivered automatically to consumers’ televisions, and are controlled exclusively
19 by Roku.²³

20
21 ¹⁹ *TCL Partnerships*, <https://www.tcl.com/us/en/partnerships/roku> (last visited
22 Dec. 19, 2025).

23 ²⁰ *Id.*

24 ²¹ Roku Website, *What is Roku?*, <https://www.roku.com/what-is-roku> (last visited
25 Dec. 19, 2025).

26 ²² Roku Community Page, Consumer Complaint,
27 [https://community.roku.com/discussions/tv-and-players/os-11-5-roku-tv-tcl-black-
28 screen-on-display/830524#M29292](https://community.roku.com/discussions/tv-and-players/os-11-5-roku-tv-tcl-black-screen-on-display/830524#M29292) (last visited Dec. 18, 2025).

29 ²³ Ilya Asnis, *Roku OS 11 enhances user personalization with Photo Streams, expanded content discovery, and new sound modes*, Roku Blog, (Mar. 22, 2022)
30 [https://www.roku.com/blog/roku-os-
31 11?srsIid=AfmBOopUxTe47GkeszofsRmku6inxivdCwWB-SLX2Hph117fJ-
32 ayFaMQ](https://www.roku.com/blog/roku-os-11?srsIid=AfmBOopUxTe47GkeszofsRmku6inxivdCwWB-SLX2Hph117fJ-ayFaMQ) (last visited Dec. 18, 2025).

1 28. Roku’s update practices have resulted in recurring, material failures
2 that impair Roku TV’s core functionality, including: black or blank screens, an
3 inability to load or display video, flashing screens, and repeated restart, boot-loop,
4 or recovery-mode behavior following official Roku updates (the “Defect”).²⁴ When
5 this Defect manifests, Roku TVs lose the ability to perform the core function
6 consumers expect: streaming and displaying audio and video content reliably.
7 Consumers report that defective Roku TVs might power on but show no picture,
8 repeatedly restart, or become stuck on a boot loop cycle, leaving consumers without
9 a functional television.

10 29. For example, Roku’s official community forums include consumer
11 reports describing TCL Roku TV models experiencing “black screen” behavior
12 immediately following Roku OS updates. These reports include televisions power
13 on but fail to display any picture,²⁵ becoming stuck on the Roku logo screen,
14 entering repeated boot loop cycles, or otherwise failing to load properly after
15 software updates, requiring extensive and often unsuccessful troubleshooting
16 attempts by consumers.²⁶ Several users describe their frustrating experience on the
17 Roku Community page:

18 Ever since the [Roku] 14.5.4 5944 update was auto installed my
19 streaming stick no longer works. I have done all the troubleshooting
20 (power cycles, diff HDMI port, etc.) except a factory reset which I would
21 like to avoid. ... the image on the TV is now filled with distortion lines
22 and static and playing anything is accompanied by a loud “cracking

23 ²⁴ Roku Support Community Page, Customer Complaint,
24 <https://community.roku.com/discussions/Known-issues/solved-blank-roku-tv-home-screen/977505> (last visited Dec. 19, 2025).

25 ²⁵ Roku Support Community Page, Customer Complaint,
26 <https://community.roku.com/discussions/tv-and-players/os-11-5-roku-tv-tcl-black-screen-on-display/830524#M29292> (last visited Dec. 19, 2025).

27 ²⁶ Roku Support Community Page, Customer Complaint,
28 <https://community.roku.com/discussions/tv-and-players/stuck-on-initial-software-update/962364> (last visited Dec. 19, 2025).

1 sound and unwatchable. This is for every channel we have loaded and
2 [on] the home screen. Please help!

3 This just happened with another [Roku]. That's 4 [TVs] that are now
4 down. I tested with [the] new version 14.6.4 build 9914, [and had] the
5 same result. If there is no fix could you at least stop force updating until
6 this is resolved?

7 Screen went black death for a SECOND TIME today in under 2 yrs!! It
8 was a few days away from being out of warranty the first time, so it was
9 barely 11 months the first time the screen went out...They fixed it
10 because it was still under warranty. That was September of last year.
11 Here it is just a few months later, not even a full year, and the same thing
12 has happened again. Black screen. [I have] [t]ried all of the normal
13 options to fix it, [I] finally factory reset it, power off, power on, nothing!
14 Sounds works. Barely...They won't repair/replace or fix it, even though
15 I offered to pay them!²⁷

16 Over the weekend, one of my two TCL Roku TVs went black. It flickers
17 for a moment when I turn it on, then black. It still has audio. This
18 happened once before on the same tv, but after about three days it started
19 working again. I have tried all the tricks multiple times, but nothing has
20 worked. I suspect last time this happened it was an issue with a software
21 update due to some other posts on here. So, I am wondering if anyone
22 else is having this problem? I checked for updates on my other tv, and it
23 says it is up to date. Thanks in advance. #tcl #blackscreen

24 30. These failures deprive the consumer of the fundamental purpose for
25 which the televisions were marketed and purchased.

26 ///

27 ///

28 ///

²⁷ Roku Support Community Page, <https://community.roku.com/discussions/tv-and-players/do-you-have-a-tcl-tv-that-no-longer-works/661338#M16713> (last visited Dec. 19, 2025).

1 31. Further, Defendants claim to provide Roku Products that are “user
2 friendly,” with “stunning visuals and seamless streaming” providing “an
3 unbelievably simple experience”.²⁸

4 32. However, consumers with defective Roku TVs consistently report that
5 their complaints to Roku and TCL are met with instructions to engage in often
6 unsuccessful, self-guided troubleshooting instructions.²⁹

7 33. Roku’s online Community Forum Support website lists scenarios in
8 which Roku TVs repeatedly restart or become stuck on the logo screen, including
9 instructions to attempt restarts, factory resets, and recovery-mode procedures.³⁰

10 34. TCL Roku TV’s online Support Page likewise lists problems such as
11 “boot loop,” the TV “freezes or is unresponsive” and “Roku logo screen” as issues
12 on TCL Roku TVs and instructs consumers to attempt recovery-mode and
13 restoration procedures.³¹

14 35. Defendants shift the burden to the consumer to troubleshoot known
15 malfunctions of their defective products.

18 ²⁸ Walmart TCL Roku TV Ad, <https://www.walmart.com/ip/50-Roku-Select-Series-4K/15947423237?classType=REGULAR> (last visited Dec. 19, 2025); Roku Select Series TVs, <https://www.roku.com/products/roku-tv/roku-made-tvs/select-series-4k> (last visited Dec. 18, 2025); TCL Press Release, <https://www.tcl.com/us/en/press-releases/tcl-roku-partnership>.

21 ²⁹ Roku Community Search Page, <https://community.roku.com/search?q=software+update+and+screen+went+black>
22 (last visited Dec. 19, 2025). Roku Community Search Page, <https://community.roku.com/search?q=software+update+and+screen+went+black>
23 (last visited Dec. 19, 2025).

24 ³⁰ Roku Community Support Page, Consumer Complaints, <https://community.roku.com/discussions/apps-and-viewing/blank-screen-on-roku-after-an-update/1068938>; <https://support.roku.com/article/360044050174> (last
25 visited Dec. 19, 2019).

26 ³¹ Roku Support Page, Troubleshooting Instructions, <https://support.tcl.com/roktv-troubleshooting/how-can-i-restore-a-tcl-roku-tv-in-recovery-mode>
27 (last visited Dec. 19, 2025).
28

1 36. Plaintiff alleges that, notwithstanding these troubleshooting
2 instructions, many affected consumers are unable to restore full functionality to
3 their TVs, and when they do, it is not without the expenditure of significant time,
4 repeated resets, and in some cases expenses for repair or replacement.

5 37. Plaintiff alleges that these issues, whether resulting in complete loss of
6 picture or substantial degradation in display output, undermine the reliability and
7 longevity consumers reasonably expect from a smart TV marketed as receiving
8 dependable software updates designed to enhance the consumer's experience.

9 38. The models at issue here are the Roku Select Series; the Roku Plus
10 Series; TCL 3/4/5/6 Series Roku TVs and any and all substantially similar devices
11 which function on the Roku OS and have had similar issues due to software updates
12 (the "Roku Products"). Plaintiff reserves the right to amend the Products definition
13 upon Defendants identifying in discovery all of its TVs manufactured and sold with
14 the relevant defect.

15 39. The defective Products are all powered by the Roku OS and are
16 substantially similar in design, manufacture, and operation.

17 40. Upon information and belief, Defendants are aware of multiple, long-
18 standing Roku TV Product production errors, as described herein.

19 41. Due to the defective nature of the Defendants' Products, purchasers
20 are damaged.

21 **D. Defendants' Knowledge and Concealment of the Defects**


22 42. At all relevant times, Defendants had actual and constructive
23 knowledge that the Roku Products suffer from the Software Defects, particularly
24 following Roku OS software updates.

25 43. Defendants' knowledge is evidenced by widespread and consistent
26 consumer complaints, over several years, reported through Roku's official
27 community forums and other publicly accessible platforms describing identical
28 black-screen failures occurring immediately after Roku OS updates.

1 44. These reports describe TVs that power on but fail to load properly,
 2 become trapped on the Roku logo screen, or repeatedly restart, rendering the TVs
 3 unusable, despite extensive attempts to restore or reset.

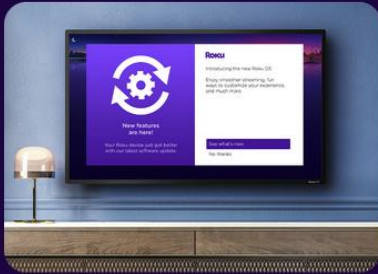
As easy as it is fun

With fast, fun, and easy streaming, Roku's platform isn't just user-friendly. It's actually friendly.




Quick and easy set up

Just power up your device, connect to the internet, and dive into a world of streaming.



Just keeps getting better

Get the newest apps, features, and more with automatic software updates.



Voice search & control

Use Roku Voice to easily launch apps, search for entertainment, and control your TV.

14 45. Defendants' own troubleshooting support pages on their websites
 15 indicates they have knowledge of the Software Defects. Particularly, that Roku TVs
 16 repeatedly exhibit the defective behavior described above. A steady stream of
 17 consumer complaints, warranty claims, and support inquiries, have been submitted
 18 internally and on external websites, like the Better Business Bureau, throughout the
 19 class period.³²

20 46. Further, the existence of TCL and Roku support pages specifically
 21 addressing customers' concerns regarding their Roku TVs boot-loop cycle,
 22 freezing, and black-screen behavior, is evidence that Defendants' have known or
 23 should have known of the Defect.³³

25 ³² Roku TV Complaints, Better Business Bureau, <https://www.bbb.org/us/ca/san-jose/profile/wholesale-electronic-supplies/roku-inc-1216-223541/complaints> (last visited Dec. 18, 2025).

27 ³³ TCL Customer Support Page, <https://support.tcl.com/rocutv-troubleshooting/01-my-tv-turns-on-but-there-is-no-video> (last visited Dec. 19, 2025).

1 Despite this knowledge, Defendants failed to disclose the Software Defects to
2 consumers prior to purchase and continued to market Roku televisions as reliable
3 smart TVs designed to “keep getting better over time...thanks to [ongoing]
4 automatic software updates.”³⁴

5 **E. TCL & Roku’s Deceptive Advertising Practices**

6 47. In addition to TCL and Roku’s failure to disclose the Defect, failure to
7 warn of the Defect, omissions as to the Defect, and deceptive warranty statements,
8 TCL and Roku also engaged in a deceptive advertising campaign.

9 48. For example, Defendants market Roku TVs as simple, reliable, and
10 consumer friendly smart televisions powered by the Roku OS, providing stunning
11 visuals and seamless streaming.³⁵ Roku consistently promotes its OS as providing
12 “All of TV in one place,” emphasizing ease of navigation and seamless access to
13 streaming services.³⁶ Roku’s advertisements stress that its OS is specifically
14 designed to make TVs easier to use and improve over time through ongoing
15 software updates.

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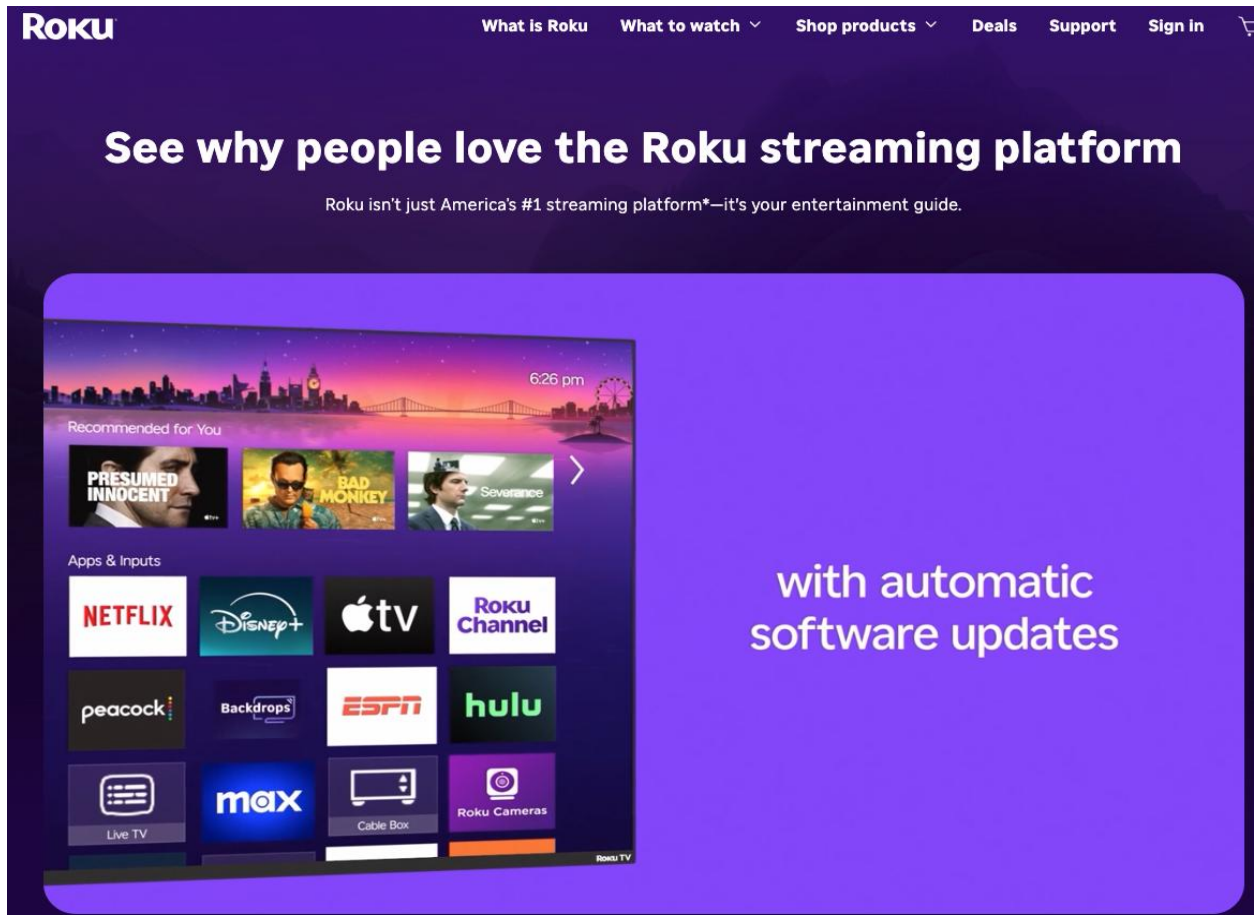
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23 ³⁴ Roku Website, Products, [https://www.roku.com/products/roku-](https://www.roku.com/products/roku-tv/features?srsltid=AfmBOoqjJ3BEVRKxuJ5PxTXjZ1syIH2wdJL-VY6A8ynhW6fgv4S_2vFu)
24 [tv/features?srsltid=AfmBOoqjJ3BEVRKxuJ5PxTXjZ1syIH2wdJL-](https://www.roku.com/products/roku-tv/features?srsltid=AfmBOoqjJ3BEVRKxuJ5PxTXjZ1syIH2wdJL-VY6A8ynhW6fgv4S_2vFu)
25 [VY6A8ynhW6fgv4S_2vFu](https://www.roku.com/products/roku-tv/features?srsltid=AfmBOoqjJ3BEVRKxuJ5PxTXjZ1syIH2wdJL-VY6A8ynhW6fgv4S_2vFu) (last visited Feb. 5, 2026).

26 ³⁵ Roku Website, Smart TVs Made by Roku,
27 [https://www.roku.com/products/roku-tv/roku-made-](https://www.roku.com/products/roku-tv/roku-made-tvs?srsltid=AfmBOoq3cNCvICU9IGqx0VxknWUJeKND_6BCZ6A-zhaDeMOPgXQP3sV_)
28 [tvs?srsltid=AfmBOoq3cNCvICU9IGqx0VxknWUJeKND_6BCZ6A-](https://www.roku.com/products/roku-tv/roku-made-tvs?srsltid=AfmBOoq3cNCvICU9IGqx0VxknWUJeKND_6BCZ6A-zhaDeMOPgXQP3sV_)
[zhaDeMOPgXQP3sV_](https://www.roku.com/products/roku-tv) (last visited Feb. 5, 2026); Roku Website, Roku TVs,
<https://www.roku.com/products/roku-tv> (last visited Feb. 05, 2026).

³⁶ Roku Home Page, <https://advertising.roku.com/> (last visited Dec. 18, 2025).

1 49. Roku further promotes the scale, maturity, and widespread adoption of
2 its platform as markers of reliability. These representations reinforce consumer
3 expectations that Roku TVs are stable, well-supported products designed for long-
4 term everyday use, not fragile devices that will stop functioning within a year or
5 two.



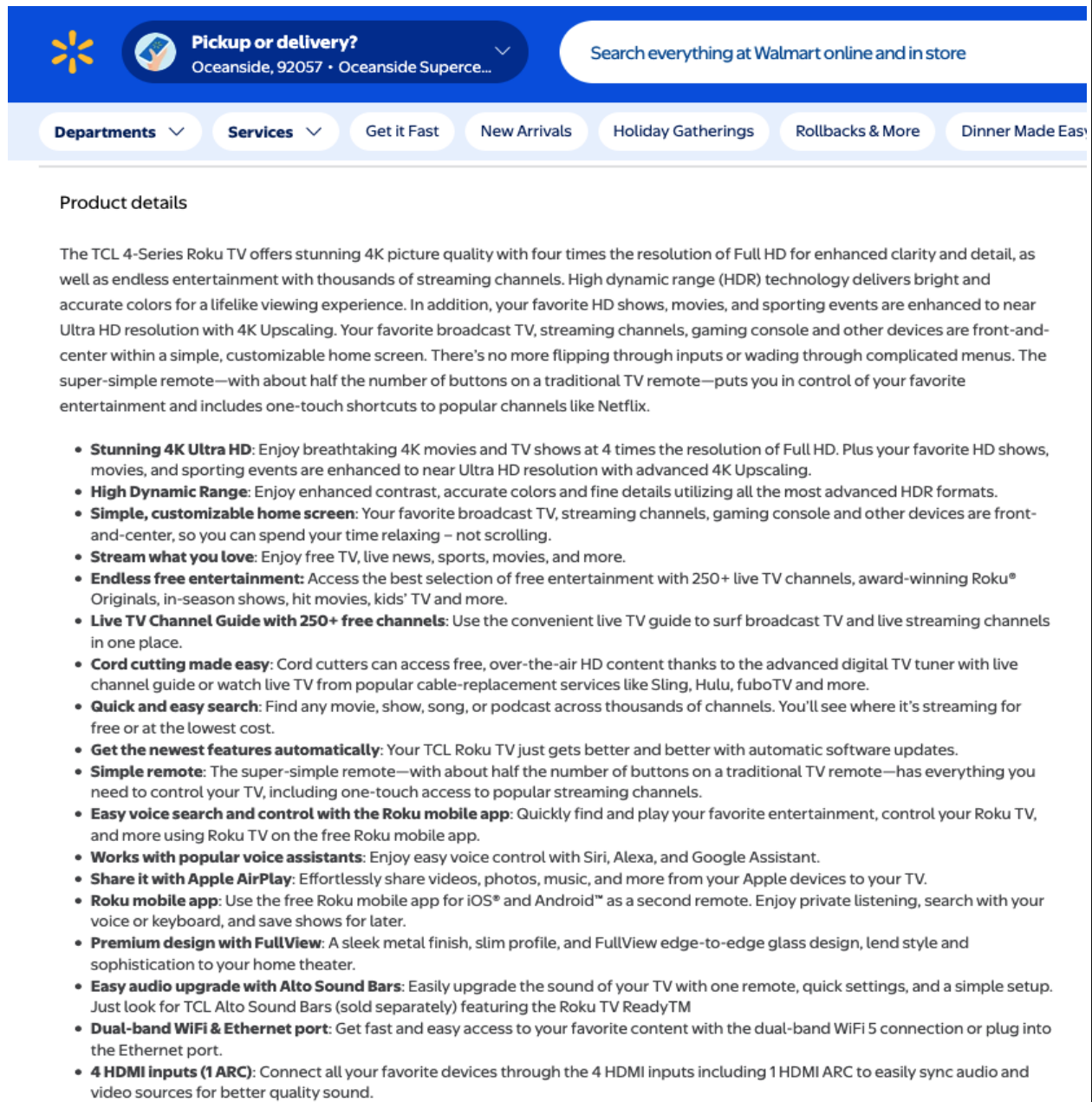
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21 50. Defendants repeatedly emphasize that Roku OS updates enhance
22 content discovery, personalization, and platform features, and that such updates roll
23 out broadly to supported devices, including Roku TVs sold to consumers.³⁷

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27 ³⁷ Roku Product Page, <https://www.roku.com/products/roku-tv/roku-made-tvs/select-series-4k> (last visited Dec. 19, 2025); Roku Support Community Page,
28 <https://community.roku.com/discussions/tv-and-players/os-11-5-roku-tv-tcl-black-screen-on-display/830524#M29292> (last visited Dec. 18, 2025).

1 51. TCL’s advertising similarly highlights that its televisions are “powered
 2 by Roku,” presenting Roku OS as a core selling feature and claiming that TCL Roku
 3 TVs offer an “unbelievably simple,” “user-friendly,” and dependable smart TV
 4 experience at an affordable price. TCL markets its TVs as removing traditional
 5 barriers to entry while still offering quality, reliability, and ongoing software
 6 support.³⁸



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Product details

The TCL 4-Series Roku TV offers stunning 4K picture quality with four times the resolution of Full HD for enhanced clarity and detail, as well as endless entertainment with thousands of streaming channels. High dynamic range (HDR) technology delivers bright and accurate colors for a lifelike viewing experience. In addition, your favorite HD shows, movies, and sporting events are enhanced to near Ultra HD resolution with 4K Upscaling. Your favorite broadcast TV, streaming channels, gaming console and other devices are front-and-center within a simple, customizable home screen. There's no more flipping through inputs or wading through complicated menus. The super-simple remote—with about half the number of buttons on a traditional TV remote—puts you in control of your favorite entertainment and includes one-touch shortcuts to popular channels like Netflix.

- **Stunning 4K Ultra HD:** Enjoy breathtaking 4K movies and TV shows at 4 times the resolution of Full HD. Plus your favorite HD shows, movies, and sporting events are enhanced to near Ultra HD resolution with advanced 4K Upscaling.
- **High Dynamic Range:** Enjoy enhanced contrast, accurate colors and fine details utilizing all the most advanced HDR formats.
- **Simple, customizable home screen:** Your favorite broadcast TV, streaming channels, gaming console and other devices are front-and-center, so you can spend your time relaxing – not scrolling.
- **Stream what you love:** Enjoy free TV, live news, sports, movies, and more.
- **Endless free entertainment:** Access the best selection of free entertainment with 250+ live TV channels, award-winning Roku® Originals, in-season shows, hit movies, kids' TV and more.
- **Live TV Channel Guide with 250+ free channels:** Use the convenient live TV guide to surf broadcast TV and live streaming channels in one place.
- **Cord cutting made easy:** Cord cutters can access free, over-the-air HD content thanks to the advanced digital TV tuner with live channel guide or watch live TV from popular cable-replacement services like Sling, Hulu, fuboTV and more.
- **Quick and easy search:** Find any movie, show, song, or podcast across thousands of channels. You'll see where it's streaming for free or at the lowest cost.
- **Get the newest features automatically:** Your TCL Roku TV just gets better and better with automatic software updates.
- **Simple remote:** The super-simple remote—with about half the number of buttons on a traditional TV remote—has everything you need to control your TV, including one-touch access to popular streaming channels.
- **Easy voice search and control with the Roku mobile app:** Quickly find and play your favorite entertainment, control your Roku TV, and more using Roku TV on the free Roku mobile app.
- **Works with popular voice assistants:** Enjoy easy voice control with Siri, Alexa, and Google Assistant.
- **Share it with Apple AirPlay:** Effortlessly share videos, photos, music, and more from your Apple devices to your TV.
- **Roku mobile app:** Use the free Roku mobile app for iOS® and Android™ as a second remote. Enjoy private listening, search with your voice or keyboard, and save shows for later.
- **Premium design with FullView:** A sleek metal finish, slim profile, and FullView edge-to-edge glass design, lend style and sophistication to your home theater.
- **Easy audio upgrade with Alto Sound Bars:** Easily upgrade the sound of your TV with one remote, quick settings, and a simple setup. Just look for TCL Alto Sound Bars (sold separately) featuring the Roku TV Ready™
- **Dual-band WiFi & Ethernet port:** Get fast and easy access to your favorite content with the dual-band WiFi 5 connection or plug into the Ethernet port.
- **4 HDMI inputs (1 ARC):** Connect all your favorite devices through the 4 HDMI inputs including 1 HDMI ARC to easily sync audio and video sources for better quality sound.

38 TCL Partnership Announcement, <https://www.tcl.com/us/en/partnerships/roku> (last visited Dec. 19, 2025).

MODEL 55S455

TCL 55" CLASS 4-SERIES 4K UHD HDR LED SM...

Suggested Price
\$599.99

WHERE TO BUY

OVERVIEW

SPECIFICATIONS

DOWNLOADS

REVIEWS

ENTERTAINMENT AT YOUR FINGERTIPS

With America's #1 streaming platform¹ built-in, you'll enjoy an easy, lightning-fast experience and automatic updates so your TV gets even better over time.²



CHOOSE HOW YOU WATCH

Watch your favorite entertainment however you choose, whether it's through a streaming service, cable or satellite subscription or free over-the-air channels. The possibilities are endless.



52. These uniform representations conveyed to reasonable consumers that Roku Products are stable, well-supported products for long-term ownership and routine household use, and further that software updates would only enhance, not impair, the functionality of their TVs.

53. In reality, Roku OS updates frequently trigger the Defect, causing TVs to lose core, basic functionality, including the ability to display any picture, thereby contravening the fundamental purpose for which the TVs were marketed and purchased.

54. Long-term functionality and reliable software support are not only material—they are central to the purchase decision. Buyers expect their devices to remain functional and optimized through the life cycle of the automatic updates, pushed to their TVs.

///

1 55. Defendants' marketing representations about the Roku Products'
2 longevity, software support, and update reliability were materially misleading.
3 While claiming to deliver sustained TV streaming optimization, Roku failed to
4 adequately test its own updates to ensure compatibility and stability with the
5 hardware it sold.

6 56. TCL and Roku also omitted any warning that its TVs were susceptible
7 to defects upon update, despite having rolled out previous updates and seeing the
8 consumer complaints, not just in third party chat rooms, but on their own
9 Community Support group forums.³⁹ Defendants' continued promotion of the Roku
10 Products as reliable, future-proof, and intelligent, particularly after widespread
11 complaints emerged, was deceptive and unfair under California law.

12 **PLAINTIFF'S EXPERIENCE**

13 57. On or about September 2018, Plaintiff Else purchased a TCL Roku TV
14 from Best Buy. Defendants manufacture, market, advertise, and sell TCL Roku TVs
15 as reliable, high-quality televisions designed for long-term consumer use. At the
16 time of sale, Defendants failed to disclose that TCL Roku TVs suffer from a defect
17 that causes the screen to suddenly go black, white, flash, or otherwise fail while
18 audio continues to function. Plaintiff used the TCL Roku TV solely for its intended
19 and ordinary household purposes.

20 58. In or around 2020, Plaintiff's TCL Roku TV suddenly malfunctioned
21 when the screen began flashing a white light and then went completely black and it
22 would not display an image. At that time, Plaintiff was able to temporarily restore
23 the picture by following troubleshooting instructions published on Roku's online
24 community support page.

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27 ³⁹ Roku Community Support Page, Consumer Complaints,
28 <https://community.roku.com/discussions/apps-and-viewing/blank-screen-on-roku-after-an-update/1068938>; <https://support.roku.com/article/360044050174> (last visited Dec. 19, 2019).

1 59. In or around January 2022, Plaintiff's TCL Roku TV malfunctioned
2 again, with the screen flashing a white light and then going completely black, with
3 no audio or video image displayed. Ms. Else contacted TCL customer support and
4 spoke with a representative who walked her through a few troubleshooting steps,
5 but this did not remedy the issue. Ms. Else was left with a TV that would not
6 function and with no remedy.

7 60. In or around January 2023, Plaintiff experienced the same Screen
8 Defect again when the TCL Roku TV screen suddenly went black while audio
9 remained operative. Plaintiff attempted to resolve the issue using the same
10 troubleshooting steps that had previously worked, but those efforts were
11 unsuccessful, and the television remained defective.

12 61. Thereafter, Plaintiff's boyfriend contacted TCL's customer service on
13 Plaintiff's behalf to report the malfunction. TCL informed Plaintiff that the
14 Software Defects were not covered by the television's warranty and that Plaintiff's
15 only options were to attempt further troubleshooting or purchase a new television.

16 62. Deprived of any meaningful remedy and relying on Defendants'
17 representations regarding the quality and durability of TCL Roku TVs, Plaintiff was
18 forced to purchase a replacement TCL Roku TV.

19 63. Just over one year later, on or around September 10, 2024, Plaintiff
20 experienced the same Defect with her replacement TCL Roku TV when the screen
21 suddenly went black while audio continued to function. Plaintiff and her boyfriend
22 once again consulted Roku's online community support page and discovered
23 numerous complaints from other consumers reporting identical screen failures with
24 TCL Roku TVs.

25 64. Plaintiff's TCL Roku TV remains nonfunctional to this day. As a result
26 of the Defect, Plaintiff has lost the use and benefit of her television and suffered
27 ascertainable economic losses.

28 ///

1 65. Plaintiff subsequently learned that Defendants were aware of
2 widespread and recurring screen failures affecting TCL Roku TVs but failed to
3 disclose the Software Defects at the point of sale or provide repairs, replacements,
4 or refunds to Plaintiff and similarly situated consumers.

5 **CLASS ACTION ALLEGATIONS**

6 66. Pursuant to Federal Rule of Civil Procedure 23, this action is brought
7 individually by Plaintiff and on behalf of the following proposed Nationwide Class
8 and State Subclasses of similarly situated individuals:

9 **Nationwide Class:** All consumers residing in the United States who
10 purchased Roku TV products manufactured by Roku, Inc. or TCL including
11 but not limited to the following models: Roku Select Series; Roku Plus
12 Series; TCL 3/4/5/6 Series Roku TVs, from the period of December 16, 2024
13 to the present (the “Nationwide Class Period”).

14 **California Class:** All consumers residing in the state of California who
15 purchased Roku TV products manufactured by Roku, Inc. or TCL including
16 but not limited to the following models: Roku Select Series; Roku Plus
17 Series; TCL 3/4/5/6 Series Roku TVs, from the period of December 16, 2024
18 to the present (the “California Class Period”).

19
20 67. Plaintiff reserves the right to amend the class definitions based on
21 discovery.

22 68. Excluded from the Proposed Classes are TCL/Roku; any affiliate,
23 parents, or subsidiary of TCL/Roku; any entity in which TCL/Roku has a
24 controlling interest; any officer, director, or employee of TCL/Roku; any successor
25 or assign of TCL/Roku; anyone employed by counsel in this action; any judge to
26 whom this case is assigned, his or her spouse; members of the judge’s staff; and
27 anyone who purchased the Products solely for the purpose of resale.

28 ///

1 69. Members of the proposed Classes are readily ascertainable because the
2 Class definitions are based upon objective criteria.

3 70. **Numerosity**. This action is brought by Plaintiff on behalf of all other
4 persons similarly situated whose joinder in this action is impracticable because the
5 Classes are so numerous. Defendants sold thousands of Roku Products to people
6 across the nation, including in California. Defendants continue to sell defective
7 Roku Products. Thus, there are too many members to practically join in a single
8 action.

9 71. **Commonality and Predominance**. Common questions of law and
10 fact exist as to all proposed members of the Classes and predominate over questions
11 that might affect only individual Class Members. These common questions include
12 but are not limited to:

- 13 a. Whether the Defendants' Roku Products were defective,
14 including whether they were defectively designed,
15 manufactured, or unfit for their intended use;
- 16 b. Whether Defendants' representations about the long-term
17 reliability, software update support, and functionality of the
18 Roku Products were false, misleading, or deceptive;
- 19 c. Whether Defendants intentionally or negligently
20 misrepresented or omitted material facts regarding the
21 reliability and functionality of Roku Products to induce
22 purchases;
- 23 d. Whether Defendants knew or should have known that the Roku
24 Products were defective, and, if so, when this Defect was
25 discovered by Defendants;
- 26 e. Whether Plaintiff and Class Members reasonably relied on
27 Defendants' representations or omissions in deciding to
28 purchase the devices;
- f. Whether Defendants breached any express or implied
warranties, including the implied warranty of merchantability;

- 1 g. Whether TCL's and/or Roku's conduct constituted false
2 advertising, unfair competition, or violated the California
3 Consumers Legal Remedies Act;
- 4 h. Whether Defendants unjustly retained revenues from the sale
5 of defective Roku Products and should be ordered to disgorge
6 those profits;
- 7 i. Whether Plaintiff and Class Members suffered economic harm,
8 and the appropriate measure of damages, restitution, or other
9 monetary relief;
- 10 j. Whether injunctive or equitable relief is warranted to prevent
11 future harm, and the scope of such relief;
- 12 k. Whether Plaintiff and Class Members are entitled to attorneys'
13 fees, expert costs, and litigation expenses.

14 72. **Typicality**. Plaintiff's claims are typical of the claims of the proposed
15 Classes. Plaintiff and Class Members all purchased Roku TV Products that have a
16 propensity to 'black out' or lose functionality due to a defect in manufacturing,
17 and/or workmanship.

18 73. **Adequacy**. Plaintiff is an adequate representative of the proposed
19 Classes because her interests do not conflict with the interests of the members of
20 the Class she seeks to represent. Plaintiff has retained counsel who are competent
21 and experienced in complex class action litigation and will prosecute vigorously on
22 behalf of the proposed Classes.

23 74. **Superiority**. A class action is superior to other available means for the
24 fair and efficient adjudication of this dispute. The injury suffered by each Class
25 Member, while meaningful on an individual basis, is not of such magnitude as to
26 make the prosecution of the individual actions against Defendants economically
27 feasible. Even if Class Members themselves could afford individualized litigation,
28 the court system could not. In addition to the burden and expense of managing many
actions arising from the defective Roku Products individualized litigation increases
delay and expense to all parties and the court system presented by the legal and

1 factual issues of the case. By contrast, a class action presents fewer management
2 difficulties and provides benefits of single adjudication, economy of scale, and
3 comprehensive supervision by a single court. Further, prosecution of separate
4 actions would create a substantial risk of inconsistent and varying adjudications.

5 75. In the alternative, the proposed Classes may be certified because:

- 6 a. The prosecution of separate actions by the individual members
7 of the proposed Classes would create a risk of inconsistent
8 adjudications, which could establish incompatible standards of
9 conduct for Defendants;
- 10 b. The prosecution of individual actions could result in
11 adjudications that as a practical matter would be dispositive of
12 the interests of non-party Class Members, or which would
13 substantially impair their ability to protect their interests; and
- 14 c. Defendants acted or refused to act on grounds generally
15 applicable to the proposed Classes, thereby making appropriate
16 final and injunctive relief with respect to members of the
17 proposed Classes as a whole.

18 **STATUTES OF LIMITATION DO NOT BAR PLAINTIFF'S CLAIMS**

19 76. Defendants' wrongful conduct constitutes a continuing violation.
20 Defendants repeatedly engaged in wrongful acts by designing, marketing, selling,
21 and continuing to support Roku-powered smart televisions that suffer from a latent
22 defect, including by repeatedly deploying official Roku operating system software
23 updates that impaired or disabled core television functionality.

24 77. Each time Defendants marketed Roku Products as reliable, durable,
25 and compatible with software updates, failed to disclose the Defect, or pushed
26 software updates that caused black screens, loss of video output, boot loops, or
27 system failure, Defendants invaded the interests of Plaintiff and Class Members and
28 caused new and independent injuries.

1 78. Plaintiff and Class Members were repeatedly injured each time they
2 purchased Roku Products at inflated prices, relied on Defendants' ongoing
3 representations regarding reliability and update support, or experienced loss of
4 functionality following official software updates during the televisions' useful lives.

5 79. The applicable statutes of limitation are tolled under the doctrine of
6 fraudulent concealment. Defendants knowingly concealed and failed to disclose the
7 existence of the Software Defects and the risks associated with official software
8 updates, despite possessing superior and exclusive knowledge of those facts.

9 80. Plaintiff and Class Members did not have actual or constructive
10 knowledge of the facts giving rise to their claims and could not have discovered the
11 Software Defects through the exercise of reasonable diligence. The Software
12 Defects were latent, manifested after purchase, and were actively concealed by
13 Defendants through misleading marketing, partial disclosures, and the absence of
14 corrective warnings or disclosures.

15 81. Accordingly, Defendants are equitably estopped from asserting
16 statutes of limitation as a defense, and Plaintiff's and Class Members' claims are
17 timely.

18 **INADEQUATE REMEDY AT LAW**

19 82. Legal remedies available to Plaintiff are inadequate because they are
20 not equally prompt, certain and efficient as equitable relief. Restitution under the
21 UCL can be awarded in situations where the entitlement to damages is not available.
22 Additionally, damages and restitution are not necessarily the same amount, as
23 restitution is not limited to the amount of money Defendant wrongfully acquired
24 plus the legal rate of interest, but rather entitles the Plaintiff to recover all profits
25 from Defendant's wrongdoing. Legal remedies are also inadequate to prevent future
26 harm. Absent injunctive relief, Plaintiff will be unable to rely on the Defendant's
27 advertising or labeling in the future that claims to provide a product that remains
28 fully operational through software updates intended to improve and enhance the

1 customer experience, but which in reality render the Roku TV core functions
2 inoperable. As such, Plaintiff will not purchase the products although she would
3 like to if Defendant were to provide a product that was fully operational through
4 seamless software updates consistent with its advertising.

5 **CAUSES OF ACTION**

6 **COUNT I – BREACH OF EXPRESS WARRANTIES**

7 82. Plaintiff hereby refers to and incorporates by reference each and every
8 allegation contained in the preceding paragraphs of this Complaint.

9 83. Plaintiff and the Class purchased their Roku Products, including Roku-
10 branded televisions sold by Defendant Roku and TCL Roku TVs manufactured and
11 sold by Defendant TCL, with the reasonable expectation that the televisions would
12 function properly throughout the usable life of the product.

13 84. Defendants made statements of fact and promises that Roku Products
14 were of merchantable quality and fit for their ordinary use as smart televisions.

15 85. Defendant Roku expressly warranted, through written affirmations of
16 fact and promises, that the Roku-branded televisions sold in the United States, will
17 be free from defects in materials and workmanship for a period of one year under
18 normal use. Roku also controls the Roku TV operating system and the software
19 updates that are pushed to Roku-branded televisions and markets those updates as
20 maintaining or improving performance and reliability.

21 86. Defendant TCL separately expressly warranted that TCL Roku
22 Products sold in the United States, likewise, will be free from defects in materials
23 and workmanship for a period of one year under normal use. Although TCL
24 manufactures and sells the hardware, TCL Roku TVs operate using Roku's
25 operating system and receive Roku-controlled software updates.

26 87. Specifically, Defendants marketed Roku TVs as reliable smart
27 televisions designed to deliver consistent picture quality, dependable operation, and
28 continued functionality through official Roku operating system software updates.

1 88. These affirmations constituted express warranties within the meaning
2 of California Commercial Code § 2313(1), which provides that:

3 (a) Any affirmation of fact or promise made by the seller to the
4 buyer which relates to the goods and becomes part of the basis
5 of the bargain creates an express warranty that the goods shall
6 conform to the affirmation or promise; and

7 (b) Any description of the goods which is made part of the basis of
8 the bargain creates an express warranty that the goods shall
9 conform to the description.

10 89. Defendants breached their express warranties by releasing automatic
11 software updates to the Roku Products which caused widespread and severe
12 malfunctions, including but not limited to the Defect, as described herein.

13 90. As a result, the Roku Products failed to perform as represented and
14 became unfit for their ordinary use, including the basic function of displaying video.

15 91. Despite receiving notice of the Software Defects through widespread
16 consumer complaints, warranty claims, and support inquiries, Defendants failed to
17 adequately repair, replace, or otherwise cure the defective condition, and continue
18 to market Roku Products as reliable smart televisions. Defendants have not issued
19 a recall, extended warranty coverage, or offered refunds and continue to promote
20 the Roku products as reliable and future-ready despite knowledge of the defect.

21 92. The Roku Products failed to perform as Defendants promised. The
22 Products were not of the same quality as those generally acceptable in the trade, nor
23 were they fit for the ordinary purposes for which such goods are used. In breach of
24 Defendants' express warranties, the televisions were rendered partially or
25 completely inoperable by the Defect.

26 93. Plaintiff took reasonable steps to immediately notify TCL of the
27 damage the Software Defects were causing to her TVs. The Roku Products were
28 not as represented, were not of merchantable quality, nor fit for their particular
purpose.

1 94. Defendants were further put on notice by the numerous complaints
2 concerning the Software Defects, by Plaintiff's pre-litigation demand letter. When
3 Defendants placed the Roku Products into the stream of commerce, it reasonably
4 should have known of the Defect.

5 95. The Software Defects were not open or obvious to consumers at the
6 time of purchase.

7 96. Any purported limitation of the duration and scope of the express
8 warranties given by Defendants is unreasonable, unconscionable, and void, because
9 Defendants know or recklessly disregarded that the Software Defects in the Roku
10 Products existed and might not be discovered, if at all, until the defective Products
11 had been used for a period of time longer than the period of any warranty, and
12 Defendants willfully withheld information about the Software Defects from
13 purchasers of Roku Products.

14 97. As a direct and proximate result of Defendants' representations and
15 conduct, Plaintiff and the Class have suffered injury and damages, in an amount to
16 be determined at trial.

17 98. Plaintiff and Class Members were injured as a result of Defendant's
18 breach. Had Plaintiff and Class members known that the Software Defects would
19 render their devices non-functional, they would not have purchased Roku Products,
20 or would have paid substantially less for them.

21 99. As a direct and proximate result of Defendant's breach of express
22 warranty, Plaintiff and the Class have suffered damages, including, but not limited
23 to, overpayment, loss of use, diminished value, and costs of repair or replacement.

24 100. The time limits and other terms contained in Defendants' warranties
25 are unconscionable and inadequate to protect Plaintiff and Class Members. Among
26 other things, Plaintiff and Class Members had no meaningful choice in determining
27 these time limitations, the terms of which unreasonably favor Defendants. A gross
28 disparity in bargaining power exists between Defendants and Class Members, and

1 Defendants knew or should have known that the Roku Products were defective at
2 the time of sale.

3 101. Plaintiff and Class Members have complied with all obligations under
4 the warranties, or otherwise have been excused from performance of those
5 obligations as a result of Defendants' conduct described herein.

6 102. Plaintiff and Class Members are entitled to recover all legal and
7 equitable relief against Defendants, including damages, consequential damages,
8 specific performance, attorney fees, costs of suit, and such further relief as the Court
9 may deem just or proper.

10 **COUNT II – BREACH OF IMPLIED WARRANTIES**

11 103. Plaintiff hereby refers to and incorporates by reference each and every
12 allegation contained in the preceding paragraphs of this Complaint.

13 104. Defendants warranted that its Roku Products were of merchantable
14 quality and fit for their ordinary purpose.

15 105. Defendants warranted that its Roku Products had been properly made
16 and the TVs would not malfunction, lose video function and/or become inoperable.

17 106. Defendants breached these implied warranties:

- 18 a. The Roku Products were not merchantable because the Software
19 Defects caused loss of functionality;
- 20 b. The Roku Products were not properly designed, not properly
21 manufactured, and/or suffered from poor workmanship because
22 the screens suddenly went black, lost video function, or
23 otherwise malfunctioned;
- 24 c. The Roku Products were not fit for their ordinary purpose,
25 including viewing any content on any of the many Applications
26 available on the Roku OS.

27 107. Plaintiff and each member of the Class have had sufficient direct
28 dealings with Defendants to establish privity of contract with Defendants.

1 108. Privity is not required here because Plaintiff and each member of the
2 Class are intended third-party beneficiaries of contracts between TCL and Roku
3 including, of Defendants’ implied warranties.

4 109. The warranties were designed to benefit consumers only.

5 110. As a direct and proximate cause of Defendants’ breaches, Plaintiff and
6 Class Members bought Roku Products they otherwise would not have purchased,
7 did not receive the benefit of their bargain, and their Roku Products suffered
8 diminution in value. Plaintiff and Class Members have also incurred and will
9 continue to incur costs for repair and replacement of defective TVs.

10 111. Plaintiff and Class Members are entitled to legal and equitable relief
11 against Defendants, including damages, consequential damages, specific
12 performance, attorney fees, costs of suit, and such further relief as the Court may
13 deem just or proper.

14 **COUNT III – BREACH OF EXPRESS WARRANTIES UNDER THE**
15 **SONG-BEVERLY CONSUMER WARRANTY ACT**

16 *(By Plaintiff, Individually and on behalf of the California Class)*

17 112. Plaintiff hereby refers to and incorporates by reference each and every
18 allegation contained in the preceding paragraphs of this Complaint.

19 113. Roku Products are “consumer goods” within the meaning in Cal. Civ.
20 Code § 1791(a). Plaintiff and Class Members are “buyers” within the meaning in
21 Cal. Civ. Code § 1791(b). Defendants are “manufacturers,” “distributor,” or “retail
22 sellers” within the meaning in Cal. Civ. Code § 1791(e), (j), (l).

23 114. As described herein, Defendants knowingly and willfully breached its
24 express warranties in violation of the California Song-Beverly Consumer Warranty
25 Act.

26 115. Defendants’ actions have deprived Plaintiff and Class Members of the
27 benefit of their bargains and have caused their Roku Products to be worth less than
28 what they paid for them.

1 116. As a direct and proximate cause of Defendants’ breaches, Plaintiff and
2 Class Members bought Roku Products they otherwise would not have purchased,
3 overpaid for their TVs, did not receive the benefit of their bargain, and their Roku
4 Products suffered diminution in value. Plaintiff and Class Members have also
5 incurred and will continue to incur costs for repair and replacement of defective
6 TVs.

7 117. Plaintiff and Class Members are entitled to damages and other legal
8 and equitable relief, including, at their election, the right to revoke acceptance of
9 Products, replacement of the Products, the overpayment or diminution in value of
10 their Products, and/or the cost to make the goods conform. They are also entitled to
11 all incidental and consequential damages resulting from Defendants’ conduct, as
12 well as reasonable attorneys’ fees and costs.

13 **COUNT IV – BREACH OF IMPLIED WARRANTY OF**
14 **MERCHANTABILITY UNDER THE SONG-BEVERLY CONSUMER**
15 **WARRANTY ACT**

16 *(By Plaintiff, Individually and on behalf of the California Class)*

17 118. Plaintiff hereby refers to and incorporates by reference each and every
18 allegation contained in the preceding paragraphs of this Complaint.

19 119. The Roku Products are “consumer goods” within the meaning in Cal.
20 Civ. Code § 1791(a). Plaintiff and Class Members are “buyers” within the meaning
21 in Cal. Civ. Code § 1791(b). Defendants are “manufacturers,” “distributors,” or
22 “retail sellers” within the meaning in Cal. Civ. Code § 1791(e), (j), (l).

23 120. As described herein, Defendants’ knowingly and impliedly warranted
24 to Plaintiff and Class members that the Roku Products were “merchantable” within
25 the meaning of Cal. Civ. Code §§ 1791.1(a) and 1792; however, the Roku Products
26 do not have the quality that a buyer would reasonably expect and were therefore not
27 merchantable.

28 121. Cal. Civ. Code § 1791.1(a) states:

1 “Implied warranty of merchantability” or “implied warranty that goods
2 are merchantable” means that the consumer goods meet each of the
following:

- 3 (1) Pass without objection in the trade under the contract description;
- 4 (2) Are fit for the ordinary purposes for which such goods are used;
- 5 (3) Are adequately contained, packaged, and labeled; and
- 6 (4) Conform to the promises or affirmations of fact made on the
container or label.

7 122. The Roku Products fail to perform as warranted and would not pass
8 without objection in the trade, as they do not provide reliable—or even feasible—
9 functionality for core content streaming, including video streaming, system
10 operation, and software stability. These failures undermine the central purpose for
11 which the TVs were marketed and purchased.

12 123. Similarly, the televisions inability to maintain operability following
13 Roku’s own software updates renders them unfit for the ordinary purposes for
14 which such goods are used—namely, consistent video and audio streaming of
15 content, application access and dependable software update integration.

16 124. The Roku Products were not adequately labeled or packaged in a
17 manner that disclosed the risk of screens blacking out or boot failure upon
18 installation of Roku-issued software updates. To the contrary, the labeling and
19 marketing explicitly represent that the smart TVs are reliable, update-compatible,
20 and engineered for long-term performance, which they are not. For these reasons,
21 the Roku Products do not conform to the promises or affirmations of fact made on
22 their website, advertisements, or marketing materials.

23 125. Defendants breached the implied warranty of merchantability by
24 selling Roku Products that failed after being subjected to core manufacturer-
25 released updates. The TVs were not of merchantable quality and were not fit for the
26 ordinary purposes for which smart televisions are used.

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1 126. Notice of breach is not required under California law where, as here,
2 Plaintiff and other Class Members did not purchase their Roku Products directly
3 from Roku, but through authorized retailers or carriers.

4 127. As a direct and proximate cause of TCL's and Roku's breaches of the
5 implied warranty of merchantability, Plaintiff and Class Members did not receive
6 the benefit of their bargain and instead received smart TVs with a latent defect that
7 substantially impaired their value. Plaintiff and Class Members were harmed by the
8 product's malfunctioning, loss of use, and the expense of repair or replacement.

9 128. Pursuant to California Civil Code §§ 1791.1(d) and 1794, Plaintiff and
10 Class Members are entitled to damages and other legal and equitable relief,
11 including, at their election, the purchase price of their Roku Products or the
12 diminished value of the Products due to the defect.

13 129. Pursuant to California Civil Code § 1794, Plaintiff and Class Members
14 are also entitled to recover attorneys' fees, costs, and expenses.

15 **COUNT V – VIOLATION OF CALIFORNIA UNFAIR COMPETITION**
16 **LAW, Cal. Bus. & Prof. Code 17200, et seq.**

17 *(By Plaintiff, Individually and on behalf of the California Class)*

18 130. Plaintiff hereby refers to and incorporates by reference each and every
19 allegation contained in the preceding paragraphs of this Complaint.

20 131. Defendants' conduct described herein violates each of the three prongs
21 of California's Unfair Competition Law ("UCL"), Business and Professions Code
22 § 17200 et seq., in that Defendants engaged in unlawful, unfair, and fraudulent
23 business acts and practices.

24 132. The UCL prohibits "any unlawful, unfair or fraudulent business act or
25 practice" and is intended to protect consumers and competitors by promoting fair
26 competition in commercial markets. The statute is written broadly to proscribe a
27 wide range of deceptive and unfair conduct.

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1 133. By defining unfair competition to include “any unlawful, unfair or
2 fraudulent business act or practice,” the UCL permits violations of other laws to be
3 treated as independently actionable unfair competition and sweeps within its scope
4 acts and practices not specifically proscribed by any other law.

5 134. **Unlawful Practices.** Defendants’ conduct constitutes unlawful
6 business acts and practices under the UCL because it violates other statutes,
7 including but not limited to the Consumers Legal Remedies Act, Civil Code § 1750
8 et seq., and California warranty law, as alleged herein.

9 135. **Unfair Practices.** Defendants’ conduct constitutes unfair business acts
10 and practices under the UCL because Defendants sold Roku-powered smart
11 televisions that suffer from a latent defect causing black or blank screens, flashing
12 displays, loss of video output, boot loops, and system failure during ordinary use
13 and following official software updates. The resulting harm to consumers
14 substantially outweighs any countervailing benefits and offends established public
15 policy favoring truthful marketing and consumer protection.

16 136. **Fraudulent Practices.** Defendants’ conduct also constitutes
17 fraudulent business acts and practices under the UCL because Defendants marketed
18 Roku Products as reliable, durable, smart televisions, capable of long-term use and
19 continued performance through official Roku operating system updates, while
20 failing to disclose material facts concerning the televisions’ susceptibility to
21 software-related failures that disable core functionality. Defendants knew or should
22 have known of these issues and that consumers would not reasonably discover them
23 prior to purchase.

24 137. Defendants’ omissions and misrepresentations were material and
25 likely to deceive reasonable consumers, including Plaintiff and Class Members,
26 who relied on Defendants’ representations and omissions when purchasing Roku
27 Products.

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1 138. As a direct and proximate result of Defendants' unlawful, unfair, and
2 fraudulent conduct, Plaintiff and Class Members suffered injury in fact and lost
3 money or property. Plaintiff and Class Members would not have purchased Roku
4 Products, or would have paid less for them, had they known of the Defect. The Roku
5 Products purchased by Plaintiff and the Class are worth less than as represented and
6 have required out-of-pocket expenditures for diagnosis, repair, replacement, or
7 premature replacement.

8 139. Pursuant to Business and Professions Code § 17204, Plaintiff has
9 standing to bring this claim and seeks restitution and disgorgement of all monies
10 Defendants obtained through their unfair competition.

11 140. Pursuant to Business and Professions Code § 17203, Plaintiff and the
12 Class seek injunctive relief enjoining Defendants from continuing their unlawful,
13 unfair, and fraudulent practices, including requiring Defendants to disclose the
14 Defect, correct it, and cease misleading marketing practices.

15 141. As a direct and proximate result of Defendants' conduct, Plaintiff and
16 the Class have suffered damages in an amount to be determined at trial and are
17 entitled to declaratory and injunctive relief, restitution, and disgorgement of
18 Defendants' ill-gotten gains.

19 142. Defendants have been unjustly enriched as a result of their unlawful
20 conduct and should be required to disgorge such profits and make restitution to
21 Plaintiff and Class Members pursuant to Business and Professions Code §§ 17203
22 and 17204.

23 143. Plaintiff further seeks an award of attorneys' fees and costs pursuant
24 to California Code of Civil Procedure § 1021.5 and all other relief the Court deems
25 just and proper.

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1 **COUNT VI – VIOLATION OF THE CONSUMERS LEGAL REMEDIES**
2 **ACT, Cal. Civ. Code § 1750, et seq.**

3 *(By Plaintiff, Individually and on behalf of the California Subclass)*

4 144. Plaintiff hereby refers to and incorporates by reference each and every
5 allegation contained in the preceding paragraphs of this Complaint.

6 145. Defendants' Roku and TCL are each a "person" within the meaning of
7 Cal. Civ. Code §§ 1761(c) and 1770 and have provided "goods" within the meaning
8 of Cal. Civ. Code §§ 1761 (b) and 1770.

9 146. Plaintiff and Class Members are "consumers" within the meaning of
10 Cal. Civ. Code §§ 1761(d) and 1770 and have engaged in a "transaction" within the
11 meaning of Cal. Civ. Code §§ 1761 and 1770.

12 147. TCL's and Roku's acts and practices, which were intended to result,
13 and which did result, in the sale of Roku Products with the Defect, violated and
14 continues to violate the Consumer Legal Remedies Act ("CLRA") for at least the
15 following reasons:

- 16 a. Defendants represent that its Roku Products had characteristics,
17 values, or benefits which they do not have including reliability,
18 durability, and compatibility with official software updates, in
19 violation of § 1770(a)(5);
- 20 b. Defendants advertise its goods with intent not to sell them as
21 advertised, in violation of § 1770(a)(9);
- 22 c. Defendants represent that their Roku Products are of a particular
23 standard, quality, or grade when they are not, § 1770(a)(7); and,
- 24 d. TCL and Roku represent that their goods have been supplied in
25 accordance with a previous representation when they have not.

26 148. As described herein, Defendants sold Products to Plaintiff and Class
27 Members even though the Roku Products are defective, and Defendants failed to
28 disclose its knowledge of its Defect and further failed to disclose the attendant risks

1 associated with that Defect at the point of sale or otherwise. Defendants intended
2 that Plaintiff and Class Members would rely on this omission in deciding to
3 purchase their Roku Products. Plaintiff and Class Members did in fact rely on said
4 omissions.

5 149. Defendants knew, should have known, or were reckless in not knowing
6 that Roku Products did not possess the qualities, characteristics, and functionality
7 that Defendants represented and warranted, including the ability to function reliably
8 during ordinary use and following official Roku OS software updates.

9 150. Defendants owed a duty to disclose the Software Defects to Plaintiff
10 and members of the Class because Defendants possessed superior and exclusive
11 knowledge regarding the defect.

12 151. As a direct and proximate result of Defendants' unlawful acts and
13 practices, Plaintiff and Class Members suffered actual damages, including
14 overpayment, loss of use, diminished value, and the deprivation of the benefit of
15 the bargain, because Roku Products do not function as represented and are worth
16 less than the price paid.

17 152. Pursuant to California Civil Code § 1782(a), Plaintiff provided
18 Defendants with written notice of the specific CLRA violations alleged herein and
19 demanded that Defendants correct, repair, replace, or otherwise rectify the unlawful
20 conduct. Defendants failed to do so within the statutory period.

21 153. Defendants' conduct violated, among other provisions, Civil Code §§
22 1770(a)(5), (a)(7), and (a)(9).

23 154. Pursuant to California Civil Code § 1780, Plaintiff and the Class seek
24 appropriate equitable relief, including an order enjoining Defendants from engaging
25 in the unlawful acts and practices described herein, restitution, actual damages,
26 punitive damages, where permitted by law, and an award of attorneys' fees and
27 costs.

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1 155. Plaintiff and any Class Members who are senior citizens or disabled
2 persons, as defined by California Civil Code §§ 1780(b), 1781(f), and 1781(g),
3 further seek all additional remedies available under the CLRA, including statutory
4 enhancements.

5 **COUNT VII – FRAUD BY OMISSION AND/OR FRAUDULENT**
6 **CONCEALMENT**

7 156. Plaintiff hereby refers to and incorporates by reference each and every
8 allegation contained in the preceding paragraphs of this Complaint.

9 157. At all relevant times, Defendants had a duty to disclose material facts
10 concerning the reliability, functionality, and software-update risks of Roku
11 Products.

12 158. Defendants owed a duty to disclose these facts because they possessed
13 superior and exclusive knowledge of a latent defect that causes Roku Products to
14 suffer black or blank screens, loss of video output, flashing displays, boot loops,
15 and system failure—often following automatic, official Roku OS software
16 updates—facts not known or reasonably discoverable by consumers prior to
17 purchase.

18 159. Defendants also owed a duty to disclose because they actively
19 marketed Roku Products as reliable, durable smart televisions designed for long-
20 term use and continued performance through official software updates. Having
21 chosen to speak about quality, reliability, and update compatibility, Defendants
22 were required to disclose material facts necessary to make those representations not
23 misleading.

24 160. Defendant Roku, independently owes a duty to disclose because it
25 exercises exclusive control over the Roku TV OS and the design, testing, approval,
26 and deployment of software updates to all Roku-powered televisions, including
27 TCL Roku TVs. Roku-controlled updates govern core television functionality,
28 including video output and system stability. Despite this exclusive post-sale control

1 and knowledge of update-related failures that disable Roku Products, Roku failed
2 to disclose the material risks associated with its software updates while continuing
3 to promote Roku Products as improving over time through updates.

4 161. Rather than disclose the Defect, Defendants knowingly and
5 intentionally concealed and omitted material facts regarding Roku Products'
6 standard, quality, and reliability, including the risk that official software updates
7 could disable core functionality and render the televisions partially or completely
8 inoperable.

9 162. Defendants' concealment was material and intended to induce
10 consumers to purchase Roku Products at prices exceeding their true value and to
11 avoid the costs of repair, replacement, extended warranty coverage, or corrective
12 disclosures. Defendants knew that disclosure of the Software Defects would have
13 negatively affected sales and warranty-related costs.

14 163. Plaintiff and Class Members were unaware of the Software Defects
15 because Defendants did not disclose them in marketing materials, product
16 descriptions, packaging, warranty disclosures, or point-of-sale representations, and
17 failed to issue timely warnings or corrective disclosures, despite mounting evidence
18 of widespread post-update failures. Barring Class Members pro-actively searching
19 on Roku or TCL community support chat rooms, they would have no knowledge of
20 the Software Defects before purchase.

21 164. Had Defendants disclosed the existence of the Software Defects and
22 the risk that official software updates could disable Roku Products, Plaintiff and
23 Class Members would not have purchased the televisions or would have paid
24 substantially less.

25 165. Defendants' conduct constitutes actual fraud under California Civil
26 Code § 1572 and deceit under California Civil Code § 1710, including by
27 knowingly suppressing material facts they were obligated to disclose and inducing
28 reliance through partial representations regarding reliability and software support.

1 166. Plaintiff and Class Members reasonably relied on Defendants’
2 omissions and representations in purchasing Roku Products.

3 167. As a direct and proximate result of Defendants’ fraudulent
4 concealment, Plaintiff and Class Members suffered damages, including
5 overpayment, loss of use, diminished value, and out-of-pocket costs for repair or
6 premature replacement.

7 168. Defendants acted with malice, oppression, and fraud, entitling Plaintiff
8 and Class Members to all available legal and equitable relief, including
9 compensatory damages, restitution, injunctive relief, and punitive damages, where
10 permitted by law.

11 **COUNT VIII - UNJUST ENRICHMENT**

12 169. Plaintiff hereby refers to and incorporates by reference each and every
13 allegation contained in the preceding paragraphs of this Complaint.

14 170. As described above, Defendants sold Roku Products to Plaintiff and
15 Class Members even though the Products were defective.

16 171. Defendants failed to disclose its knowledge of the Software Defects at
17 the point of sale or otherwise.

18 172. Defendants unjustly charged and charges Class Members for repairs
19 and/or replacement of the defective Products without disclosing that the Software
20 Defects are widespread and that the repairs or suggested consumer administered
21 factory resets to the products, do not address the root cause of the Defect.

22 173. As a result of its acts and omissions related to the defective TVs,
23 Defendants obtained monies that rightfully belong to Plaintiff and Class Members.
24 As a result of its wrongful acts, concealments, and omissions of the Software
25 Defects in its Roku Products, as set forth above, Defendants charged a higher price
26 for the Products than their true value. Plaintiff and Class Members paid that higher
27 price. Roku, Inc. also reaps huge profits because Roku’s revenue includes both
28 Platform (advertising, subscriptions, etc.) and Devices (hardware including Roku-

1 branded TVs and licensed Roku TV OS) reporting revenue of \$4.1 billion in 2024
2 alone.⁴⁰

3 174. Defendants appreciated, accepted, and retained the non-gratuitous
4 benefits conferred by Plaintiff and Class Members who, without knowledge of the
5 Defect, paid a higher price for their TVs than they were worth. Defendants also
6 received monies for TVs that Plaintiff and Class Members would have paid less for
7 or would not have purchased the Roku Products at all had they been aware of the
8 Defect.

9 175. It would be inequitable and unjust for Defendants to retain these
10 wrongfully obtained profits.

11 176. Defendants' retention of these wrongfully acquired profits would
12 violate fundamental principles of justice, equity, and good conscience.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff, individually and on behalf of all other Class
15 Members, respectfully requests that the Court enter an Order:

16 A. Declaring that this action is a proper Class Action, designating Plaintiff
17 as Class Representative and appointing Plaintiff's attorneys as class counsel;

18 B. For injunctive relief that ends the use of misrepresentations in
19 advertising as pled forth herein;

20 C. Ordering Defendant to pay actual and statutory damages (including
21 punitive damages) and restitution to Plaintiff and Class Members, as allowable by
22 law;

23 D. Ordering Defendant to pay both pre- and post-judgment interest on any
24 amounts which are awarded;

25 E. Ordering Defendant to pay attorneys' fees and costs of suit; and,

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27 _____
28 ⁴⁰ Roku Q4 & Full Year 2024 Shareholder Letter, (Feb. 13, 2025),
<https://image.roku.com/c3VwcG9ydC1B/4Q24-Shareholder-Letter.pdf>.

1 F. Ordering all additional relief as this Court deems just and proper.

2
3 Date: March 27, 2026

**SCHONBRUN SEPLOW HARRIS
HOFFMAN & ZELDES, LLP**

4
5 By: /s/ Helen I. Zeldes

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JURY DEMAND

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

Date: March 27, 2026,

**SCHONBRUN SEPLOW HARRIS
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