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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

JOSE RODRIGUEZ, individually and
on behalf of all others similarly
situated,

Plaintiff,

vs.

SONY ELECTRONICS INC. and
CAPTURE ONE A/S,

Defendants.

Case No. '25CV2305 WQHSBC

COMPLAINT

CLASS ACTION

DEMAND FOR JURY TRIAL

1 Plaintiff Jose Rodriguez (“Plaintiff”), individually and on behalf of all others
2 similarly situated, by and through his counsel, brings this Complaint against
3 Defendants Sony Electronics, Inc. (“Sony Electronics”) and Capture One A/S
4 (“Capture One”), and based upon personal knowledge with respect to himself, and
5 on information and belief and the investigation of counsel as to all other matters, in
6 support thereof alleges as follows:

7 **NATURE OF THE ACTION**

8 1. Plaintiff brings this action on behalf of himself and a class (or classes)
9 of all other similarly situated persons, as defined below.

10 2. This action concerns Defendants’ deceptive and unfair tactic of
11 marketing and bundling a perpetual or lifetime license for post-production editing
12 software called Capture One Express with certain cameras—only to later improperly
13 terminate this license, depriving users of functionality that had been included with
14 their cameras, forcing users to pay for continued access to software they believed
15 was part of their original camera purchase, and/or forcing users to pay for different
16 replacement software.

17 3. Since at least September 16, 2014, Sony Electronics or its affiliates has
18 advertised a perpetual bundled license of Capture One Express for Sony software
19 with Sony camera sales.¹ However, starting February 12, 2024, Defendants reneged
20 on their promises by terminating the perpetual license.

21 4. Customers like Plaintiff use post-production software to edit, organize
22 and manage their photo collections. Defendants knew or should have known that the
23 Capture One Express software was a valuable portion of the camera package sold to
24 consumers. Defendants knew or should have known that terminating and/or charging
25 for this valuable software would harm consumers that opted to pay to continue using
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28 ¹ <https://www.sony.com/en/SonyInfo/News/Press/201409/14-087/>

1 the Capture One software (avoiding substantial switching costs), consumers that
2 paid for substitute software, and even consumers that did not use post-production
3 software, as the resale value of their cameras would necessarily be less without
4 bundled, effective, post-production software.

5 **PARTIES**

6 5. Plaintiff Jose Rodriguez is a natural person who is a citizen of the
7 United States and who has been domiciled in the State of Texas since December
8 2022. Prior to December 2022, he was domiciled in the State of California, residing
9 in Moreno Valley, Riverside County. He continues to spend 4-5 months per year
10 living in Moreno Valley, Riverside County, California. He has been a Sony camera
11 owner since February 2, 2021, and used the bundled Capture One Express for Sony
12 software from the time of camera purchase until the software was discontinued.

13 6. Defendant Sony Electronics, Inc. is a Delaware corporation
14 headquartered in San Diego, California. Defendant's mailing address is 16535 Via
15 Esprillo, San Diego, CA 92127. Defendant is a subsidiary of Sony Corporation
16 (Japan).

17 7. Defendant Capture One A/S is a Danish corporation headquartered in
18 Frederiksberg, Copenhagen, Denmark. Formerly known as Phase One, it is owned
19 by Danish private equity firm Axcel, which acquired it in 2019.

20 8. Sony Electronics markets and sells Sony brand electronic consumer
21 goods, including headphones and cameras, to consumers throughout the United
22 States.

23 **JURISDICTION AND VENUE**

24 9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §
25 1332(d), because this action is a class action in which there are 100 or more Class
26 members; the matter in controversy exceeds the sum of \$5,000,000, exclusive of
27 interest and costs; and at least one member of the class(es) is a citizen of a state
28 different from Defendants.

1 10. This Court has personal jurisdiction over Defendants because
2 Defendant Sony Electronics is headquartered in this District and Defendant Capture
3 One conducts and/or conducted significant business in this District during the time
4 period relevant hereto.

5 11. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because
6 Defendant Sony Electronics is headquartered in this District.

7 12. Upon information and belief, Sony has sold cameras in California and
8 nationwide.

9 13. Upon information and belief, Capture One has provided software
10 licenses for its camera-bundled processing software to consumers in California and
11 nationwide.

12 **FACTUAL ALLEGATIONS**

13 14. Sony Corporation (Japan), Sony Electronics, and related affiliates and
14 subsidiaries began production of Sony-branded cameras in 2006.

15 15. Upon information and belief, at the time Sony Electronics bundled
16 Capture One Express for Sony with its cameras, established competitors like Canon
17 and Nikon held dominant positions in the camera market, and consumers were often
18 tied to these systems with significant investments in lenses and accessories.

19 16. Upon information and belief, early Sony lenses were also perceived by
20 some users as having shortcomings compared to their long-dominant competitors.

21 17. Upon information and belief, consumers, particularly those identified
22 as “prosumers” (i.e., amateurs who purchase equipment with quality or features
23 suitable for professional use), as well as professionals and serious hobbyists, who
24 had made significant investments in camera equipment from established
25 manufacturers like Canon and Nikon, were reluctant to switch camera systems to
26 Sony due to substantial switching costs, which included not only the considerable
27 expense of purchasing new camera bodies and lenses compatible with the Sony
28

1 system but also the effort and time required to learn an entirely new post-production
2 software workflow.

3 18. A crucial feature of many modern digital cameras, including Sony
4 cameras, is the ability to capture images in a RAW file format.

5 19. RAW files contain significantly more image data than compressed
6 formats like JPEG, allowing for greater flexibility and quality in post-production
7 editing, including the potential for lossless editing.

8 20. Sony's RAW file format is, at least in part, proprietary. Sony uses the
9 ARW (Alpha RAW) format, which is a specific, proprietary version of RAW
10 tailored to Sony cameras and their internal standards. ARW files include custom
11 metadata and features unique to Sony, making them distinct from generic RAW files
12 used by other brands.²

13 21. Upon information and belief, for a significant period relevant to this
14 action, very few, if any, third-party post-production software programs could
15 natively process or fully utilize Sony's proprietary RAW files without requiring a
16 specific plugin or license, which often came at an additional cost.

17 22. Capture One is a software application developed and licensed by
18 Capture One A/S.

19 23. Capture One is post-production software designed for installation and
20 use on a computer. It helps organize and edit images captured on digital cameras,
21 and is widely recognized for its professional-grade photo editing and RAW image
22 processing capabilities

23 24. Capture One A/S has offered its software in various versions or tiers,
24 including a full-featured professional version known as Capture One Pro, and a more
25 limited version known as Capture One Express.

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28 ² <https://docs.fileformat.com/image/arw/>

1 25. Upon information and belief, Sony Electronics, facing significant
2 market dominance from established competitors like Canon and Nikon,
3 implemented a marketing plan that strategically bundled Capture One software with
4 its cameras as a key marketing tactic and value proposition designed to lower the
5 switching costs (both perceived, financial, and/or technical) for potential customers
6 invested in those competing ecosystems or to encourage new camera purchasers to
7 choose Sony cameras over its rivals.

8 26. Under this arrangement, Sony bundled or offered a specific version of
9 Capture One's software, known as Capture One Express for Sony, with the purchase
10 of eligible Sony cameras.

11 27. Announced in 2014,³ the bundling and offering of Capture One Express
12 for Sony with cameras occurred starting in 2015.⁴

13 28. Capture One Express for Sony was designed to work optimally with
14 Sony cameras and their proprietary RAW image files. This version offered
15 significant photo editing and organizing functionalities, including capabilities
16 specifically beneficial for Sony camera owners, such as native support for Sony
17 RAW formats, corrections for bundled Sony lenses, specific support for scores of
18 Sony camera models and superior, accurate, realistic color processing of Sony
19 camera images.

20 29. The bundling of Capture One Express for Sony provided consumers
21 with a seamless and effective way to process the high-quality RAW files produced
22 by their Sony cameras, thus enabling them to utilize the full features and capabilities
23 for which they purchased the cameras.

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26 ³ <https://www.sony.com/en/SonyInfo/News/Press/201409/14-087/>

27 ⁴ [https://alphauniverse.com/stories/get-started-with-capture-one-pro-and-express-](https://alphauniverse.com/stories/get-started-with-capture-one-pro-and-express-for-sony/)
28 [for-sony/](https://alphauniverse.com/stories/get-started-with-capture-one-pro-and-express-for-sony/) (June 22, 2018).

1 30. Capture One Express for Sony was the result of a joint venture between
2 Sony Electronics and Capture One A/S. On alphauniverse.com (a website owned
3 and operated by Sony Electronics), Sony Electronics stated that “Sony and [Capture]
4 One do something different from the usual in-box bundle. Sony and [Capture] One
5 have a unique partnership that began in 2015. A special free version of Capture One
6 (Capture One ‘Express’) is available to any Sony camera owner.”⁵

7 31. Beginning in 2014, numerous public representations were made by or
8 on behalf of Sony Electronics, including in a press release and on alphauniverse.com
9 (a website owned and operated by Sony Electronics), and by Sony staff writers,
10 confirming that Sony cameras would include a perpetual license for Capture One
11 Express, including:

- 12 a. “Capture One Express (for Sony) will be provided at no extra charge
13 to users who purchase an α interchangeable-lens camera or Cyber-
14 shot RX digital still camera.”⁶
- 15 b. “Every Sony camera comes with a free version of Capture One
16 Express for Sony.”⁷
- 17 c. “Capture One Express for Sony is completely free for a lifetime.”⁸
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22 ⁵ *Id.*

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24 ⁶ <https://www.sony.com/en/SonyInfo/News/Press/201409/14-087/> (September 16,
25 2014)

26 ⁷ [https://www.facebook.com/SonyAlphaUniverse/posts/every-sony-camera-comes-
27 with-a-free-version-of-capture-one-express-for-sony-foll/1593915177349026/](https://www.facebook.com/SonyAlphaUniverse/posts/every-sony-camera-comes-with-a-free-version-of-capture-one-express-for-sony-foll/1593915177349026/)
(July 6, 2017)

28 ⁸ <https://alphauniverse.com/stories/capture-one-11-is-here-/> (November 30, 2017)

1 d. Capture One ‘Express’ (for Sony) is free for Sony camera owners
2 and you can use it for as long as you like.”⁹

3 32. The Capture One Express Software License, as of February 1, 2022,
4 also described licenses for Capture One Express (for Sony) as “Single user perpetual
5 licenses.” Upon information and belief, this language was likely included in prior
6 versions of the license as well.

7 33. As regards the “Single user perpetual licenses for Capture One Express
8 (for Sony),” the Capture One Express Software Agreement stated, “If the license
9 acquired is for Capture One Express (for Sony) and provided that you are the
10 legitimate owner of eligible Sony hardware as designated by Capture One in its sole
11 discretion you may install and use an unlimited number of Capture One Express (for
12 Sony) for your own internal use.” The Agreement provides for termination only of
13 access to “Software (incl. any add-ons) [that] are licensed on a non-perpetual basis.”
14 It further provides that Capture One may amend the Agreement, but that “[s]uch
15 amendments shall not have any effect on already purchased perpetual licenses.”

16 34. The inclusion of the perpetual or lifetime license to Capture One
17 Express for Sony software was a material feature of Sony cameras, as it mitigated
18 switching costs and provided a necessary tool to utilize the full capabilities of their
19 Sony cameras, particularly the processing of RAW files.

20 35. Sony cameras are now second in worldwide market share in the digital
21 camera category¹⁰ and lead the global and U.S. market for mirrorless digital
22 cameras.¹¹

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24 ⁹ [https://alphauniverse.com/stories/get-started-with-capture-one-pro-and-express-](https://alphauniverse.com/stories/get-started-with-capture-one-pro-and-express-for-sony/)
25 [for-sony/](https://alphauniverse.com/stories/get-started-with-capture-one-pro-and-express-for-sony/) (June 22, 2018)

26 ¹⁰[https://www.statista.com/statistics/1004962/global-leading-manufacturers-digital-](https://www.statista.com/statistics/1004962/global-leading-manufacturers-digital-cameras-market-share-sales-volume/)
27 [cameras-market-share-sales-volume/](https://www.statista.com/statistics/1004962/global-leading-manufacturers-digital-cameras-market-share-sales-volume/)

28 ¹¹ <https://www.news.market.us/mirrorless-camera-market-news/>

1 36. Upon information and belief, the bundling of Capture One Express for
2 Sony and related representations were successful in helping Sony Electronics gain a
3 dominant position in the U.S. camera market, and helping Capture One develop its
4 user base.

5 37. In or around December 2023, Capture One announced in an email to
6 users that Capture One Express for Sony would no longer be free or available.

7 38. Capture One Express for Sony was officially terminated on January 30,
8 2024, and ceased to function beginning February 12, 2024.

9 39. Capture One stated that Capture One Express users would no longer
10 have access to the Capture One system software they previously used unless they
11 paid for a different version of Capture One.¹²

12 40. Upon termination, users who had previously acquired the Capture One
13 Express for Sony software with their camera purchase found their existing licenses
14 disabled and the software unable to function.¹³

15 41. Users who had relied on Capture One Express for Sony to organize,
16 edit, and manage their photographic images were no longer able to open, view, or
17 modify their images or catalogs within the software after the cutoff date.

18 42. All non-destructive edits, adjustments, and image manipulations
19 performed within Capture One Express for Sony became inaccessible, as these edits
20 are stored in proprietary catalog or sidecar files readable only by Capture One
21 software.

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25 ¹² <https://support.captureone.com/hc/en-us/articles/15416245558301-Capture-One-Express-Deprecation-FAQ>

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27 ¹³ <https://support.captureone.com/hc/en-us/community/posts/15419149985309-Capture-One-Express-is-coming-to-an-end>
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43. Users' organizational work, including catalogs, albums, ratings, and color tags created within Capture One Express for Sony, was rendered inaccessible due to the software's discontinuation.

44. Although users retained access to their original image files (such as RAW files) stored on their hard drives, they lost the ability to access or export any edited or organized versions of those images unless they had previously exported them to standard formats (e.g., JPEG, TIFF) before termination.¹⁴

45. The termination of Capture One Express for Sony was not accompanied by any means for users to migrate or recover their edits, organizational structures, or catalog data without upgrading to a paid version of Capture One.

46. Users who obtained Capture One Express for Sony as a bundled product with their camera purchases were not provided with a replacement or continued access, despite the software being marketed as an included benefit with eligible hardware.

47. The termination of the software and disabling of license keys applied irrespective of user compliance with the license agreement and without any reported breach or misconduct by the users.

48. This termination prevented Plaintiff and Class members from using the software they obtained as part of their camera purchase.

49. Defendants' actions in terminating access to the software Plaintiffs and Class Members believed they had purchased or received a perpetual license to use, constitutes an improper revocation of the perpetual license, which was a benefit that was bundled with and induced the purchase of Sony cameras.

50. Defendants' actions effectively rendered Sony cameras that had been bundled with Capture One Express less valuable by removing the promised software

¹⁴ <https://support.captureone.com/hc/en-us/articles/11019291187997-How-to-access-your-Catalog-images-outside-of-Capture-One>

1 necessary to fully utilize features like RAW file processing and superior color
2 processing without incurring additional costs.

3 51. To continue processing and organizing their images as they had done
4 as part of the Capture One ecosystem, Plaintiff and Class Members must purchase a
5 Capture One Pro license.

6 52. Until mid-2025, a Capture One Pro license subscription cost \$24/month
7 or \$189/year, and a perpetual license was a one-time cost of \$299. As of August 29,
8 2025, these costs increased to \$26/month or \$204/year for the subscription, or \$329
9 for the perpetual license.¹⁵ A perpetual license has a one-time payment with lifetime
10 access to one version of the software. As of February 14, 2023, a perpetual license
11 does not include ongoing new feature updates.¹⁶ The subscription version entails
12 ongoing payment but continuous access to the latest features and updates¹⁷

13 53. Because of their reliance on Defendants' assurances, related contractual
14 obligations, and the fact of the availability of Capture One Express as a product
15 feature until it was terminated by Defendants, Plaintiff and Class Members have
16 been forced to either abandon their preferred workflow and potentially their prior
17 editing work, pay for a new license for Capture One Pro, or acquire alternative
18 software to process their Sony camera's RAW files.

19 54. The requirement to pay for continued access to software previously
20 represented as perpetually included imposes new unforeseen, unwarranted and
21 unexpected financial burdens and switching costs on Plaintiff and Class Members.
22 Plaintiff and Class Members are unable to avoid these switching costs, which have
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25 ¹⁵ <https://www.captureone.com/en/pricing/capture-one-pro>

26 ¹⁶ [https://support.captureone.com/hc/en-us/articles/7998068628637-New-License-](https://support.captureone.com/hc/en-us/articles/7998068628637-New-License-Model-Changes-to-the-way-licensing-updates-and-upgrades-work)
27 [Model-Changes-to-the-way-licensing-updates-and-upgrades-work](https://support.captureone.com/hc/en-us/articles/7998068628637-New-License-Model-Changes-to-the-way-licensing-updates-and-upgrades-work)

28 ¹⁷ <https://www.captureone.com/en/pricing/capture-one-pro>

1 been imposed upon them by Defendants’ improper termination of Capture One
2 Express.

3 55. Class members were upset by Defendants’ conduct. On a forum on
4 Capture One’s website,¹⁸ customers expressed sentiments including:

5 a. “I think they have just made lots of hobbyist photographers very
6 unhappy especially those who cannot justify the cost of a yet another
7 subscription software model.”

8 b. “I find it strange that I buy a camera with software and then the
9 software company just stops my license. . . . [I]t [is] absolutely
10 bullocks to disallow the use of software that I bought. Capture One
11 stops my license for commercial reasons, why can't they be honest
12 about that? Legal issues?”

13 c. “Why [does] C1’s 2023 model seem to be ‘screw consumers, cheers
14 to greed & money?’”

15 d. “I think it is okay to discontinue a software, But it is pissing me off
16 that you also kill the activation of software that I got with my Sony
17 Alpha.”

18 e. “The worst part is them needlessly disabling the lisences [sic] that
19 are already active. The only reason for them to do that is FORCE an
20 upgrade out of users.”

21 56. Defendants’ conduct was intentional. Capture One’s private equity
22 owner, Axcel, notes on its website that “Upon investing in Phase One in 2019, Axcel
23 identified the opportunity to split the company into two standalone businesses: Phase
24 One, specialising in high-quality image capture systems and Capture One, focusing
25 on providing image editing software. Capture One continues to grow *by converting*
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27 ¹⁸ [https://support.captureone.com/hc/en-us/community/posts/15419149985309-](https://support.captureone.com/hc/en-us/community/posts/15419149985309-Capture-One-Express-is-coming-to-an-end)
28 [Capture-One-Express-is-coming-to-an-end](https://support.captureone.com/hc/en-us/community/posts/15419149985309-Capture-One-Express-is-coming-to-an-end)

1 *existing customers to subscription* and acquiring new customers through a software
2 application portfolio that continues to improve and expand.” (Emphasis added).¹⁹

3 57. Plaintiff bought his camera, a Sony Alpha 7R III (Model
4 Number/Product code: ILCE7RM3B), online from Abt Electronics in February,
5 2021, with instructions for it to be delivered to his California address in Moreno
6 Valley. The camera he purchased included Capture One Express for Sony, which
7 ultimately was the deciding factor causing Plaintiff to purchase a Sony camera.
8 Plaintiff considered the inclusion of Capture One Express with the camera to be a
9 selling point, because it would help him with post production and save him money
10 that he would otherwise need to spend on post production software. After purchasing
11 his camera, Plaintiff regularly used Capture One Express for Sony to edit
12 photographs and manage his photo catalogue. Since his Capture One Express for
13 Sony license was terminated, Plaintiff has purchased an Adobe Creative Cloud
14 Subscription at a cost of \$19.99 per month, as well as Luminar AI (now continued
15 as Luminar Neo from Skylum), to replace the functionality previously provided by
16 Capture One Express.

17 58. Capture One terminated access to Capture One Express not just for
18 Sony, but also for Nikon and Fuji cameras, certain models of which also came with
19 “single use perpetual licenses” pursuant to the Capture One Software License
20 Agreement. As with the termination of Capture One Express (for Sony), the
21 termination of the perpetual licenses for Capture One Express (for Nikon) and
22 Capture One Express Fujifilm were unauthorized and unjustified. As regards the
23 “Single user perpetual licenses for Capture One Express (for Nikon),” the
24 Agreement stated: “If the license acquired is for Capture One Express (for Nikon)
25 and provided that you are the legitimate owner of eligible Nikon hardware as
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28 ¹⁹ <https://axcel.com/company/capture-one/>

1 designated by Capture One in its sole discretion you may install and use an unlimited
2 number of Capture One Express (for Nikon) for your own internal use.” As regards
3 the “Single user perpetual licenses for Capture One Express Fujifilm,” the
4 Agreement stated: “If the license acquired is for Capture One Express Fujifilm and
5 provided that you are the legitimate owner of eligible Fujifilm hardware as
6 designated by Capture One in its sole discretion you may install and use an unlimited
7 number of Capture One Express Fujifilm for your own internal use.” The Agreement
8 provides for termination only of access to “Software (incl. any add-ons) [that] are
9 licensed on a non-perpetual basis.” It further provides that Capture One may amend
10 the Agreement, but that “[s]uch amendments shall not have any effect on already
11 purchased perpetual licenses.”

12 59. A substantial portion of the conduct giving rise to Plaintiffs’ claims,
13 including the marketing and sale of the cameras bundled with the software and the
14 defendants’ corporate presence, took place in and emanated from California.

15 **CLASS ACTION ALLEGATIONS**

16 60. This action is brought by Plaintiff, individually and on behalf of all
17 others similarly situated, as a class action pursuant to Fed. R. Civ. P. 23(a), (b)(2),
18 and (b)(3).

19 61. Plaintiff seeks to represent the following classes: (1) all persons in the
20 United States who owned a Sony camera that was bundled with Capture One Express
21 (for Sony) on February 12, 2024 (the “Sony Camera Class”); and (2) all persons in
22 the United States who owned any camera that was bundled with Capture One
23 Express on February 12, 2024 (the “Capture One Express Class”) (each a “Class”
24 and collectively the “Classes”).²⁰ Plaintiff also seeks to represent the following
25 subclasses: (1) all persons in California who owned a Sony camera that was bundled
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27 ²⁰[https://support.captureone.com/hc/en-us/articles/360002718118-Camera-Models-](https://support.captureone.com/hc/en-us/articles/360002718118-Camera-Models-and-RAW-Files-Supported-by-Capture-One#Sony)
28 [and-RAW-Files-Supported-by-Capture-One#Sony](https://support.captureone.com/hc/en-us/articles/360002718118-Camera-Models-and-RAW-Files-Supported-by-Capture-One#Sony)

1 with Capture One Express (for Sony) on February 12, 2024 (the “California Sony
2 Camera Subclass”); (2) all persons in Texas who owned a Sony camera that was
3 bundled with Capture One Express (for Sony) on February 12, 2024 (the “Texas
4 Sony Camera Subclass”) (collectively the “Sony Camera Subclasses”); (3) all
5 persons in California who owned any camera that was bundled with Capture One
6 Express on February 12, 2024 (the “California Capture One Express Subclass”); and
7 (4) all persons in Texas who owned any camera that was bundled with Capture One
8 Express on February 12, 2024 (the “Texas Capture One Express Subclass”)
9 (collectively the “Capture One Express Subclasses”) (collectively the “Subclasses”).
10 Unless otherwise specified, all references to the Class(es) herein also encompass the
11 Subclasses.

12 62. Upon completion of discovery with respect to the scope of the Classes,
13 Plaintiff reserves the right to amend the Class definition(s).

14 63. Excluded from each Class are Defendants and any person, firm, trust,
15 corporation, or other entity related to or affiliated with any of Defendants’ partners,
16 subsidiaries, affiliates or joint ventures.

17 64. The members of each Class are so numerous and dispersed that it would
18 be impracticable to join them individually. The precise number of Class members
19 and their identities are unknown to Plaintiff at this time but can be determined
20 through discovery.

21 65. Common questions of law and fact exist as to all members of each Class
22 and predominate over any questions affecting solely individual members of the
23 Class. Among the questions of law and fact common one or more of the Classes are:

24 i. Whether Defendants offered and then terminated access to the
25 Capture One Express postproduction software dishonestly, unfairly, and/or in
26 bad faith;

27 ii. Whether Capture One breached its contract with users or the
28 implied covenant of good faith and fair dealing therein;

1 iii. Whether Sony Electronics breached a warranty that its cameras
2 included a perpetual license to use Capture One Express for Sony;

3 iv. Whether Defendants' conduct violates the California Unfair
4 Competition Law;

5 v. Whether Defendants' conduct violates the California Consumer
6 Legal Remedies Act;

7 vi. Whether Defendants' conduct violates the Texas Deceptive
8 Trade Practices Act;

9 vii. Whether Defendants' conduct violates principles of quasi-
10 contract and/or promissory estoppel;

11 viii. Whether Defendants' wrongful conduct caused Plaintiff and the
12 Class members damages;

13 ix. The measure and amount of damages suffered by Plaintiff and
14 Class members;

15 x. Whether Defendants' conduct caused Defendants, or either of
16 them, to be unjustly enriched;

17 xi. The amount of restitution to which Plaintiff and Class members
18 are entitled;

19 xii. Whether Plaintiff and the Class members are entitled to punitive
20 damages;

21 xiii. Whether Plaintiff and the Class members are entitled to equitable
22 relief, injunctive relief, and/or specific performance;

23 xiv. Whether Plaintiff and Class members are entitled to a reasonable
24 award of attorney fees, interest, and costs of suit.

25 66. Plaintiff's claims are typical of the claims of the members of each Class
26 he seeks to represent because they were all owners and users of cameras bundled
27 with Capture One Express.
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1 67. Plaintiff will fairly and adequately protect the interests of members of
2 each Class and has retained counsel competent and experienced in class actions and
3 consumer litigation. Plaintiff has no interests antagonistic to or in conflict with those
4 of any Class.

5 68. A class action is superior to other available methods for the fair and
6 efficient adjudication of the controversy since joinder of all members of each Class
7 is impracticable. Furthermore, because the damages suffered by individual Class
8 members may be relatively small, the expense and burden of individual litigation
9 make it impossible for the Class members individually to redress the wrongs done
10 to them. There will be no difficulty in the management of this action as a class action.

11 69. Defendants have acted on grounds that apply generally to each Class,
12 such that final injunctive relief or corresponding declaratory relief is appropriate
13 respecting each Class as a whole.

14 70. Class certification is also appropriate because there is a readily
15 identifiable class on whose behalf this action can be prosecuted. Class members are
16 readily ascertainable. A notice of pendency or resolution of this class action can be
17 provided to Class members by direct mail, email, publication notice, or other similar
18 means.

19 **CAUSES OF ACTION**

20 **COUNT I**

21 Violations of the California Unfair Competition Law

22 Cal. Bus. & Prof. Code §§ 17200, et seq.

23 *On Behalf of the Sony Camera Class and/or the California Sony Camera Subclass*
24 *against Sony Electronics*

25 *On Behalf of the Capture One Express Class and/or the California Capture One*
26 *Express Subclass against Capture One*

27 71. Plaintiff hereby incorporates by reference all factual allegations made
28 in the previous paragraphs.

1 72. Plaintiff brings this claim individually and on behalf of the members of
2 the Sony Camera Class and/or the California Sony Camera Subclass against Sony
3 Electronics, and on behalf of the members of the Capture One Express Class and/or
4 the California Capture One Express Subclass against Capture One.

5 73. Plaintiff asserts this cause of action against Defendants for unlawful,
6 unfair and fraudulent business practices; and unfair, deceptive, untrue and
7 misleading advertising, as defined by California’s Unfair Competition Law, Cal.
8 Bus. & Prof. Code §§ 17200, et seq. (the “UCL”).

9 74. Defendants’ conduct violates the UCL, as the acts and practices of
10 Defendants constitute a common and continuing course of conduct by means of
11 “unlawful,” “unfair,” and “fraudulent” business acts or practices within the meaning
12 of the UCL.

13 75. Defendants’ conduct is fraudulent, and thus amounts to unfair
14 competition as set forth in the UCL, in that Defendants offered a perpetual license
15 for postproduction software only to unilaterally revoke it, and misrepresented the
16 features and value of cameras bundled therewith. Such misrepresentations and
17 omissions are likely to deceive, and in fact have deceived, thousands of consumers.

18 76. Defendants’ conduct is unlawful and thus amounts to unfair
19 competition as set forth in the UCL, in that it violates, among other things, California
20 Civil Code §§ 1572, 1709 and 1710, as well as California Business & Professions
21 Code § 17500. As described above, Defendants willfully deceived Plaintiff and
22 Class members by misrepresenting the goods and services they provided and
23 misrepresenting the price to use their good and services with the intent to induce
24 them to alter their positions to their injury. Defendants’ representations were untrue
25 and misleading, and Defendant knew, or by exercising reasonable care should have
26 known, such representations were untrue and misleading. Defendant knowingly
27 received and retained wrongful benefits and funds from Plaintiff and members of the
28

1 Class. Therefore, the Defendant acted with conscious disregard for the rights of
2 Plaintiff and members of the Class.

3 77. Defendants' conduct is unfair, and thus amounts to unfair competition
4 as set forth in the UCL, because its utility to Defendant, if any, is greatly outweighed
5 by the harm it causes to Plaintiff and members of the Class; because it violates
6 established public policy as alleged herein; and because it is immoral, unethical,
7 oppressive, unscrupulous and substantially injurious to Plaintiff and Class members
8 who end up with a camera and postproduction system that require additional,
9 undisclosed, ongoing fees to achieve expected functionality.

10 78. As a direct and proximate cause of Defendants' violations of the UCL,
11 Plaintiff and members of the Class suffered an injury in fact and have suffered
12 monetary harm. Defendants, on the other hand, have been unjustly enriched. The
13 Court should impose a constructive trust and should require Defendants to make
14 restitution to Plaintiffs and the California Subclass and/or disgorge its ill-gotten
15 profits pursuant to Business & Professions Code § 17203.

16 79. Defendants' unlawful, unfair, and fraudulent business practices, as
17 described herein, present a continuing threat to Plaintiff and the Class in that the
18 value of the cameras purchased by Plaintiff and members of the class has been
19 diminished by Defendants' actions. Plaintiff further seeks an order enjoining
20 Defendants from engaging in any unlawful or inequitable acts and practices as
21 alleged herein.

22 80. Plaintiff and the Class seek equitable relief because they have no other
23 adequate remedy at law.

COUNT II

Violations of the California Consumer Legal Remedies Act

Cal. Civ. Code §§ 1750, et seq.

*On Behalf of the Sony Camera Class and/or the California Sony Camera Subclass
against Sony Electronics*

*On Behalf of the Capture One Express Class and/or the California Capture One
Express Subclass against Capture One*

81. Plaintiff hereby incorporates by reference all factual allegations made in the previous paragraphs.

82. Plaintiff brings this claim individually and on behalf of the members of the Sony Camera Class and/or the California Sony Camera Subclass against Sony Electronics, and on behalf of the members of the Capture One Express Class and/or the California Capture One Express Subclass against Capture One.

83. The conduct of Defendants alleged above constitutes an unfair method of competition and unfair or deceptive act or practice in violation of the Consumers Legal Remedies Act, Cal. Civ. Code § 1750, et seq. (“CLRA”).

84. Defendants are each persons as defined by Cal. Civ. Code § 1761(c).

85. Plaintiff and Class members are consumers as defined by Cal. Civ. Code § 1761(d).

86. Sony Electronics’ cameras, described above, constitute a good as defined by Cal. Civ. Code § 1761(a).

87. Defendant(s)’ post-production software services, described above, constitute a service as defined by Cal. Civ. Code § 1761(b).

88. Plaintiff’s purchase was a transaction under Cal. Civ. Code § 1761(e).

89. The CLRA prohibits “unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or that results in the sale . . . of goods or services to any consumer,” which, among other instances enumerated in the CLRA, include: “Representing that goods or services have sponsorship,

1 approval, characteristics, ingredients, uses, benefits, or quantities that they do not
2 have” (§ 1770(a)(5)); “Advertising goods or services with intent not to sell them
3 as advertised” (§ 1770(a)(9)); or “Representing that a transaction confers or involves
4 rights, remedies, or obligations which it does not have or involve, or which are
5 prohibited by law” (§ 1770(a)(14)); or “Representing that the subject of a transaction
6 has been supplied in accordance with a previous representation when it has not”
7 (§ 1770(a)(16)).

8 90. Defendants violated Cal. Civ. Code § 1770(a)(5) by misrepresenting
9 that affected cameras were bundled with a lifetime license of post-production
10 software when in fact they were not.

11 91. Defendants violated Cal. Civ. Code § 1770(a)(9) by falsely advertising
12 that affected cameras would have an unlimited or lifetime license of post-production
13 software.

14 92. Defendant violated Cal. Civ. Code § 1770(a)(14) by representing that
15 its transactions with consumers involve rights to lifetime, included, post-production
16 software, which, in fact, they do not have or involve.

17 93. Defendant violated Cal. Civ. Code § 1770(a)(16) by representing that
18 that affected cameras had been supplied in accordance with a previous representation
19 about bundled postproduction software, when they had not.

20 94. The representations and omissions set forth above are of material facts
21 that a reasonable person would have considered important in deciding whether to
22 purchase Defendants’ goods and services. Plaintiff and Class members justifiably
23 acted or relied upon Defendant’s misrepresentations and omissions to their
24 detriment.

25 95. Plaintiff and the other members of the Class have been, and continue to
26 be, injured as a direct and proximate result of Defendant’s violations of the CLRA.

27 96. Plaintiff is entitled to pursue a claim against Defendant on behalf of the
28 Class to enjoin Defendant from continuing its unfair or deceptive acts or practices

1 under Cal. Civ. Code § 1780(a) and § 1781, as well as to pursue costs and attorneys’
2 fees under § 1780(e).

3 97. Pursuant to Cal. Civ. Code § 1782, Plaintiff is serving on Defendants a
4 CLRA notice letter. If Defendants fail to rectify these issues within the time period
5 specified therein, Plaintiff will amend this Complaint, as permitted thereby, to assert
6 claims for additional relief, including damages and punitive damages pursuant to
7 Cal. Civ. Code § 3294.

8 **COUNT III**

9 Breach of Warranty

10 *On Behalf of the Sony Camera Class and/or the Sony Camera Subclasses against*
11 *Sony Electronics*

12 *On Behalf of the Capture One Express Class and/or the Capture One Express*
13 *Subclasses against Capture One*

14 98. Plaintiff hereby incorporates by reference all factual allegations made
15 in the previous paragraphs.

16 99. Plaintiff brings this claim individually and on behalf of the members of
17 the Sony Camera Class and/or the Sony Camera Subclasses against Sony
18 Electronics, and on behalf of the members of the Capture One Express Class and/or
19 the Capture One Express Subclasses against Capture One.

20 100. Defendants expressly warranted that certain cameras included a
21 perpetual license for Capture One Express, which warranty was part of the basis of
22 the bargain between Class members and Defendants.

23 101. As of February 12, 2024, Defendants terminated the promised perpetual
24 license for Capture One Express.

25 102. Plaintiffs and the other members of the Classes were injured and
26 suffered damages as a direct and proximate result of Defendant’s breach of express
27 warranty.
28

COUNT IV

Promissory Estoppel

On Behalf of the Sony Camera Class and/or the Sony Camera Subclasses against Sony Electronics

On Behalf of the Capture One Express Class and/or the Capture One Express Subclasses against Capture One

103. Plaintiff hereby incorporates by reference all factual allegations made in the previous paragraphs.

104. Plaintiff brings this claim individually and on behalf of the members of the Sony Camera Class and/or the Sony Camera Subclasses against Sony Electronics, and on behalf of the members of the Capture One Express Class and/or the Capture One Express Subclasses against Capture One.

105. Defendants promised that certain cameras included a perpetual license for Capture One Express, which promises were designed to induce customers to purchase certain cameras and/or continue to use those cameras and/or Capture One software.

106. As of February 12, 2024, Defendants reneged on their promise and terminated the perpetual license for Capture One Express.

107. In reliance on Defendants' conduct as alleged herein, Class members purchased and/or used cameras and the Capture One software bundled therewith and refrained from purchasing and/or using other cameras and software.

108. Plaintiff and Class members were injured by their reliance on Defendants' promise.

COUNT V

Breach of Implied Contract or Quasi-Contract

On Behalf of the Sony Camera Class and/or the Sony Camera Subclasses against Sony Electronics

On Behalf of the Capture One Express Class and/or the Capture One Express Subclasses against Capture One

109. Plaintiff hereby incorporates by reference all factual allegations made in the previous paragraphs.

110. Plaintiff brings this claim individually and on behalf of the members of the Sony Camera Class and/or the Sony Camera Subclasses against Sony Electronics, and on behalf of the members of the Capture One Express Class and/or the Capture One Express Subclasses against Capture One.

111. In the absence of an enforceable express contract, a contract is implied by law between the Defendants and the Plaintiff and Class members, entitling Plaintiff and Class members an accurate representation of Defendant's goods and bundled services.

112. Defendant breached the terms of the implied contract by selling goods and bundled services (including a perpetual license to postproduction software) to Plaintiff and Class members and then later unilaterally revoking that perpetual license.

113. As a result of Defendants' wrongful conduct as alleged herein, Defendant has been unjustly enriched at the expense of, and to the detriment of, Plaintiff and members of the Class.

114. Under the common law doctrine of unjust enrichment, it is inequitable for Defendants to be permitted to retain the benefits they received, without justification, from the revocation of the promised license and the related additional charges collected for the bundle from members of the Class in an unfair,

1 unconscionable, and oppressive manner. Defendant's retention of such funds, under
2 circumstances making it inequitable to do so, constitutes unjust enrichment.

3 115. Defendant knowingly received and retained wrongful benefits and
4 funds from Plaintiffs and members of the Class. Therefore, the Defendant acted with
5 conscious disregard for the rights of Plaintiffs and members of the Class.

6 116. Defendant's unjust enrichment is traceable to, and resulted directly and
7 proximately from, the conduct alleged herein.

8 117. The financial benefits derived by Defendants rightfully belong to
9 Plaintiffs and members of the Class. Defendants should be compelled to provide
10 restitution, and to disgorge into a common fund or constructive trust, for the benefit
11 of Plaintiff and the Class, all proceeds received from Plaintiff and the Class because
12 of any unlawful or inequitable act described herein that unjustly enriched
13 Defendants.

14 118. A constructive trust should be imposed upon all wrongful or inequitable
15 proceeds received by Defendants traceable to Plaintiff and members of the Class.

16 119. Plaintiff further seeks an order enjoining Defendant from engaging in
17 any unlawful or inequitable acts and practices as alleged herein, if any.

18 120. Plaintiff and members of the Class have no adequate remedy at law.

19 **COUNT VI**

20 **Breach of Contract**

21 *On Behalf of the Capture One Class and/or the Capture One Express Subclasses*
22 *against Capture One*

23 121. Plaintiff hereby incorporates by reference all factual allegations made
24 in the previous paragraphs.

25 122. Plaintiff brings this claim individually and on behalf of the members of
26 the Capture One Express Class and/or the Capture One Express Subclasses against
27 Capture One.
28

1 under the implied covenant to assure that the promises of the contract are effective
2 and in accordance with the parties' legitimate expectations.

3 131. As alleged above, the Capture One Software License Agreement stated
4 that the various versions of Capture One Express were "Single user perpetual
5 licenses," pursuant to which, "provided that you are the legitimate owner of eligible
6 . . . hardware as designated by Capture One in its sole discretion you may install and
7 use an unlimited number of Capture One Express . . . for your own internal use."

8 132. Defendant breached the implied covenant of good faith and fair dealing
9 by exercising its discretion to terminate access to Capture One Express for Sony. In
10 so doing, Defendant deprived Plaintiff and the Class of the perpetual license it had
11 promised them, contrary to their legitimate expectations.

12 133. Plaintiff and his fellow Class members have performed all, or
13 substantially all, of the obligations imposed on them under their contract with
14 Defendant.

15 134. As described above, Defendant is required to fulfill its obligations
16 under the terms of the Agreement but has failed to do so.

17 135. Defendant has unfairly interfered with the right of Plaintiff and
18 members of the Class to receive the benefits of their contracts with Defendant.

19 136. Plaintiff and members of the Class have suffered substantial damages
20 as a result of Defendant's breaches of the implied covenant of good faith and fair
21 dealing.

22 **COUNT VIII**

23 Violations of the Texas Deceptive Trade Practices Act,

24 Tex. Bus. & Com. Code §§ 17.41 et seq.

25 *On Behalf of the Texas Sony Camera Subclass against Sony Electronics*

26 *On Behalf of the Texas Capture One Express Subclass against Capture One*

27 137. Plaintiff hereby incorporates by reference all factual allegations made
28 in the previous paragraphs.

1 138. The Texas Deceptive Trade Practices Act (“Texas DTPA”), Tex. Bus.
2 & Com. Code §§ 17.41 *et seq.*, prohibits false, misleading, or deceptive acts or
3 practices in the conduct of any trade or commerce and any unconscionable action or
4 course of action.

5 139. The Texas DTPA “shall be liberally construed and applied to promote
6 its underlying purposes, which are to protect consumers against false, misleading,
7 and deceptive business practices, unconscionable actions, and breaches of warranty
8 and to provide efficient and economical procedures to secure such protection.” Tex.
9 Bus. & Com. Code § 17.44(a).

10 140. Plaintiff is a “consumer” under Tex. Bus. & Com. Code § 17.45(4), and
11 Defendants’ actions constitute “trade” and “commerce” under Tex. Bus. & Com.
12 Code § 17.45(6).

13 141. Defendants engaged in methods, acts, and practices constitute false,
14 misleading, or deceptive acts or practices in the conduct of any trade or commerce
15 in violation of the Texas DTPA, including, but not limited to, the following:

- 16 a. “representing that goods or services have sponsorship, approval,
17 characteristics, ingredients, uses, benefits, or quantities which they
18 do not have or that a person has a sponsorship, approval, status,
19 affiliation, or connection which the person does not” (Tex. Bus. &
20 Com. Code § 17.46(b)(5));
- 21 b. “advertising goods or services with intent not to sell them as
22 advertised” (*id.* § 17.46(b)(9));
- 23 c. “representing that an agreement confers or involves rights,
24 remedies, or obligations which it does not have or involve, or which
25 are prohibited by law” (*id.* § 17.46(b)(12)); and
- 26 d. “failing to disclose information concerning goods or services which
27 was known at the time of the transaction if such failure to disclose
28 such information was intended to induce the consumer into a

1 transaction into which the consumer would not have entered had the
2 information been disclosed” (*id.* § 17.46(b)(24)).

3 142. Defendants’ conduct also violates the Texas DTPA’s prohibition on
4 “any unconscionable action or course of action by any person” that causes damages
5 to a consumer (Tex. Bus. & Com. Code § 17.50(a)(3)).

6 143. Plaintiff, on behalf of himself and the Texas Subclasses, is entitled to
7 seek economic damages, three times economic damages, costs, attorneys’ fees,
8 injunctive relief, and any other relief which the Court deems proper.

9 144. Pursuant to Section 17.505 of the Texas DTPA, 60 days’ written notice
10 is rendered impracticable by reason of the necessity of filing this petition in order to
11 prevent the potential expiration of the statute of limitations. Nevertheless, pursuant
12 to Section 17.505 of the Texas DTPA, Plaintiff is providing written notice to
13 Defendants of the allegations in this Complaint and the amount of his damages and
14 expenses incurred. Defendants are hereby placed on notice for the reasons set forth
15 in the DTPA Notice and this Complaint that Plaintiff demands restitution and/or
16 damages, on behalf of himself and persons similarly situated, pursuant to the Texas
17 DTPA.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff, on his own behalf and on behalf of each Class,
20 requests that the Court award the following relief:

21 145. Certify this action as a class action, appoint Plaintiff as the Class
22 representative, and designate the undersigned as Class counsel;

23 146. Declare Defendants’ conduct unlawful;

24 147. Enjoin Defendants from the unlawful conduct alleged herein, including
25 by ordering Defendants to immediately provide or restore access to postproduction
26 software equal to the bundled software that was unilaterally terminated;

27 148. Award Plaintiff and the Class damages under common law and/or by
28 statute, including treble and/or punitive damages;

1 149. Award Plaintiff and the Class restitution and/or disgorgement;

2 150. Award Plaintiff attorneys' fees, costs, and pre-judgment and post-
3 judgment interest; and

4 151. Grant such other and further relief as this Court may deem just and
5 proper.

6 **DEMAND FOR JURY TRIAL**

7 Plaintiffs hereby demands a jury trial as to all issues so triable in the present
8 action.

9 DATED: September 4, 2025

10 Respectfully submitted,

11 By: /s/ Philip M. Black

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