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Superior Court of CA,
County of Santa Clara
23CV426060
Reviewed By: B. Roman-Antunez

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CYNTHIA LONGORIA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

CYNTHIA LONGORIA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

NECTAR BRAND LLC; a California Limited
Liability Company; and DOES 1-100,

Defendants.

Case No.: 23CV426060

CLASS ACTION COMPLAINT

- 1. Violation of California’s Consumers Legal Remedies Act**
- 2. Violations of California’s Unfair Competition Law [Cal. Bus. § 17200, et. Seq.]**

JURY TRIAL DEMANDED

1 Plaintiff Cynthia Longoria (“Plaintiff”) brings this action against NECTAR BRAND LLC;
2 a California Limited Liability Company (“Nectar”); and DOES 1-100, (collectively referred to
3 herein as “Defendants”), individually and on behalf of all others similarly situated, and alleges upon
4 personal knowledge as to Plaintiff’s acts and experiences, and, as to all other matters, upon
5 information and belief, including investigation conducted by Plaintiff’s attorneys.

6 **NATURE OF THE ACTION**

7 1. This is a consumer protection action that seeks to remedy Defendants’ unlawful and
8 deceptive business practices with respect to misleading sale promotions advertised on Defendants’
9 website as limited time discounted offers that, in reality, never end.

10 2. Advertised “sale” prices are important to consumers as they are more likely to
11 purchase an item if they know they are getting a good deal. Moreover, if consumers think a sale will
12 end soon, they more are likely to buy now, rather than wait, comparison shop, and/or buy a different
13 product.

14 3. While there is nothing wrong with legitimate sales, fake sales that include made-up
15 regular prices, made-up discounts, and made-up expirations are deceptive and illegal. Defendants’
16 supposed “sales” are just that – fake, deceptive, and illegal.

17 4. As the Federal Trade Commission advises in its *Guides Against Deceptive Pricing*, it
18 is deceptive to make up an “artificial, inflated price ... for the purpose of enabling the subsequent
19 offer of a large reduction” of that price. 16 C.F.R § 233.1. As a result, false sales violate California’s
20 general prohibition on unfair and deceptive business practices. *See* Cal. Bus. Prof. Code § 17200.

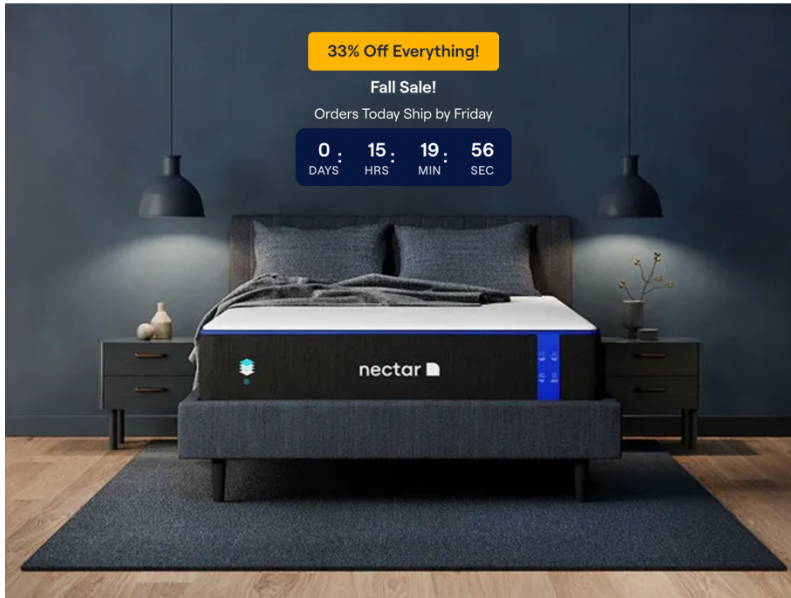
21 5. Additionally, California law provides that “No price shall be advertised as a former
22 price unless the alleged former price was the prevailing market price ... within three months next
23 immediately preceding” the advertising. Cal. Bus. & Prof. Code § 17501.

24 6. Here, Defendants manufacture, market, advertise, and/or sell mattresses, bedding,
25 sleep-related products, and furniture (the “Products”). The Products are sold online through
26 Defendants’ website, nectarsleep.com.

1 7. Defendants’ website prominently advertises sales on its website. These
2 advertisements include sitewide percentages off (for example 33% off) purported “regular” prices,
3 purported discounts, and a countdown timer that purportedly shows when the sale will end.
4 Countdown timers are a known powerful marketing strategy that creates the fear of missing out.
5 Countdown timers are a scarcity tactic which marketers strategically employ to create the perception
6 of product scarcity which, in turn, promotes purchase interest in a product and/or service.

7 8. For example:

8 33% Off Fall Sale



18 Captured November 1, 2023.

19 9. Countdown Timer:



1 Captured October 31, 2023.

2 10. Purported Regular Prices and Discounts

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Twin	\$359	\$699
Twin XL	\$569	\$899
Full	\$599	\$949
Queen	\$699	\$1,099
King	\$899	\$1,399
Cal King	\$899	\$1,399
Split King	\$1,138	\$1,798

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14 Captured October 31, 2023

15 11. Everything about these advertisements is false. The sales Defendants advertise are not
 16 limited time-events where the Products are marked down from their regular retail prices because
 17 Defendants' Products never retail at the purported regular price listed in strikethrough font. In fact,
 18 the Products always retail at a much lower price than the "regular" price. And when the countdown
 19 timer ends, the sales do not end. Instead, they are immediately replaced by a different sale offering
 20 comparable discounts or Defendants simply restart the timer and begin the countdown to a false end
 21 date.

22 12. Plaintiff Longoria bought The Nectar Memory Foam Mattress online on Defendants'
 23 website on or about March 9, 2023. Like other customers, when Plaintiff bought the mattress,
 24 Defendants advertised that a purported sale was going on, and that the products were heavily
 25 discounted. When Plaintiff purchased the mattress from Defendants' website, the countdown timer
 26 indicated that the purported sale would end in or around 4 hours. Plaintiff believed that the mattress
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1 she purchased usually retailed for the displayed regular price of \$1,049. She further believed that
2 she was getting a substantial discount from the regular price as the advertised sale purportedly
3 discounted the price down to \$629. Plaintiff also believed that the sale would end soon as a result
4 of Defendants' prominent countdown timer. These reasonable beliefs are what caused her to buy
5 from Defendants. If she had known that the Product she purchased was not on sale, she would not
6 have bought it.

7 13. In fact, Defendants advertised "regular" prices are not the prevailing regular prices,
8 and the sales Defendants advertise are not really time-barred sales. Had Defendants been truthful,
9 Plaintiff and other consumers would not have purchased the Products or would have paid less for
10 them.

11 14. In addition to using fake timers that countdown fake limited time sales, Defendants
12 use a prominently displayed fake timer at checkout that reads "**Hurry!** Your order is reserved for
13 10:00 minutes[.]" This ten-minute countdown timer effectively rushes unwitting consumers, like
14 Plaintiff, to usher through the check out process as fast as possible, requiring that contact
15 information, shipping address information, and payment information, and a final consent to the
16 order being processed all be completed within a ten-minute time frame. On information and belief,
17 this timer is just another ruse, like the fake limited sales it advertises, which seeks to manipulate
18 consumers into finalizing a purchase of a mattress without second guessing, comparison shopping,
19 or considering any of Defendants' hidden terms and conditions any of which might otherwise
20 dissuade consumers from completing the purchase. Indeed, believing that the sale was limited, and
21 that the countdown timers were genuine, Plaintiff rushed through the checkout process as fast as
22 possible, inputting all the necessary information required in order to complete the transaction within
23 the limited time that was only supposedly provided.

24 15. In completing her purchase, Plaintiff was not made aware of any additional terms and
25 conditions that she would allegedly be assenting to in completing her purchases, including any
26 purported agreements to arbitrate her claims and/or waive her right to a jury trial and/or waive her
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1 right to proceed on a class or representative action basis, nor did she have time to consider such
2 additional terms and conditions had she been made aware of them in the first place due to
3 Defendants' countdown timers, as described above.

4 **JURISDICTION AND VENUE**

5 16. This Court has jurisdiction pursuant to California Code of Civil Procedure § 410.10.

6 17. This Court has personal jurisdiction over Defendants because Defendants conduct and
7 transact business in the State of California, and Plaintiff is a resident of California.

8 18. Moreover, two-thirds or more of Class Members (defined below) are citizens of the
9 State of California.

10 19. Venue is proper in this Court because Defendants are doing business in this County,
11 and Defendants' conduct giving rise to the claims occurred in this District, including Plaintiff's
12 purchase of the mattress Product.

13 **PARTIES**

14 20. Plaintiff Cynthia Longoria is an individual consumer who, at all times relevant to this
15 action, was a citizen of and resided in California.

16 21. Plaintiff resides in the county of Santa Clara and purchased a mattress from
17 Defendants' website while residing in Santa Clara, County in or around March 2023.

18 22. Defendant NECTAR BRANDS LLC is a California Limited Liability Company that
19 at all relevant times, was authorized to do business in the State of California and is doing business
20 in California.

21 23. The true names and capacities of the DOE Defendants sued herein as DOES 1 through
22 100, inclusive, are currently unknown to Plaintiff, who therefore sues each such Defendant by said
23 fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the
24 unlawful acts alleged herein. Plaintiff will seek leave of Court to amend this Complaint to reflect
25 the true names and capacities of the Doe Defendants when such identities become known.

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24. Plaintiff is further informed and believes that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, and that at all relevant times, each Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

FACTUAL ALLEGATIONS

25. Defendants manufacture, advertise, market, and/or sell bedding, mattresses, bedroom furniture and/or other sleep related products directly to consumers through the website, nectarsleep.com.

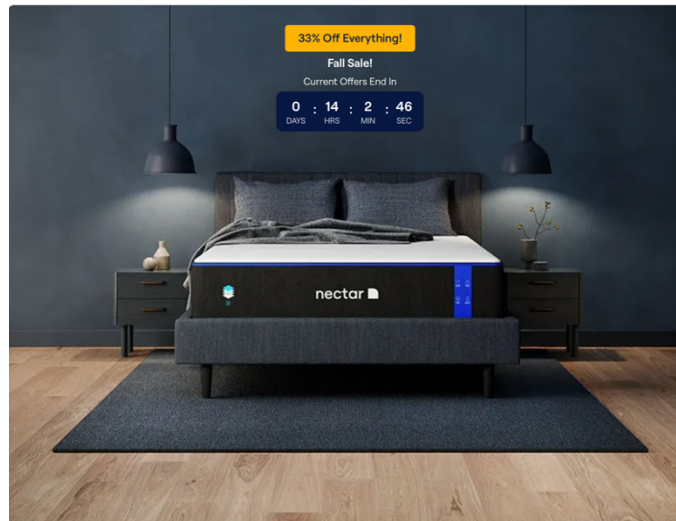
26. Defendants’ website creates an illusion that consumers are receiving a limited-time discount. Defendants do this by advertising misleading limited-time sales, false “regular” prices, and fake discounts based on the purported regular price.

27. False limited-time sales:

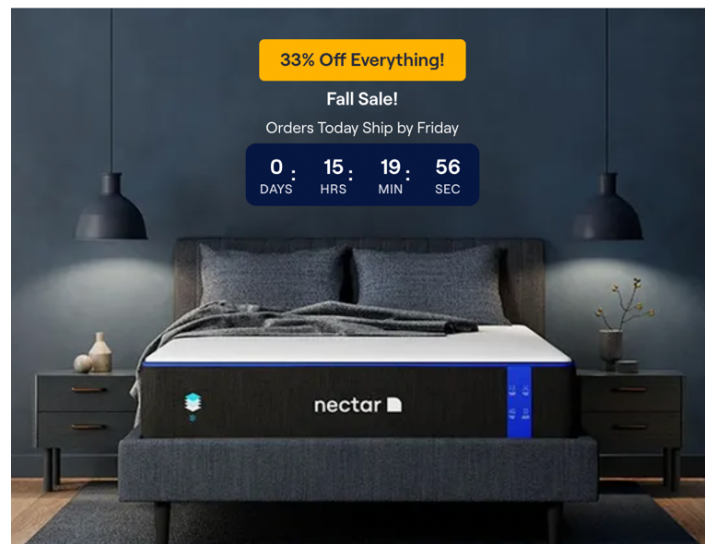
28. Defendants’ purported sales frequently advertise a 33% discount off a purported regular price.

29. On October 6, 2023, Defendants advertised a limited time Fall Sale offering 33% Off.

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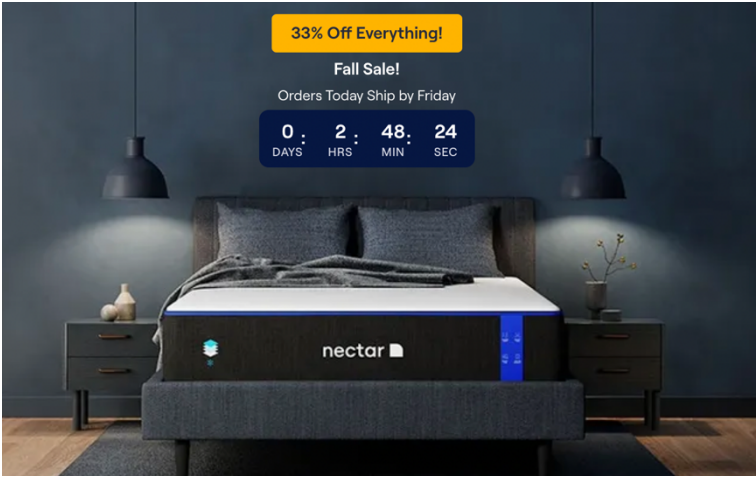


30. October 31, 2023, Defendants advertised the same limited time Fall Sale offering 33% Off.



31. On November 1, 2023, Defendants advertised the same limited time Fall Sale offering 33%.

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32. Moreover, Defendants’ website continuously represents that a sale is on the verge of ending by prominently displaying a countdown timer on the home page.

33. On October 6, 2023, October 31, 2023, and November 1, 2023, Defendants’ countdown timer indicated that the sale would end at midnight.



34. The timer prominently displayed counts down to midnight, at which point the sale would purportedly end.

35. However, at midnight, the sale did not end. Instead, the same sale was advertised the next day with a new timer that again, states the sale will expire at midnight. Thus, on November 1,

1 2023, Defendants restarted the timer for the same “Fall Sale!” The timer again, indicated that the
2 sale would end at midnight that day.



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11 36. On information and belief, Defendants continue this practice on a daily basis. Rather
12 than having a sale expire at midnight, as the website represents, Defendants instead change the timer
13 the next day to indicate that the sale will end at midnight the same day. Each day, a new timer is set
14 up to countdown to midnight, at which point the purported sale will end. However, the “sale” never
15 ends and each day an updated timer appears on the home page.

16 37. Defendants’ website persistently misleads consumers into believing that a sale is
17 ending soon, when in fact it does not.

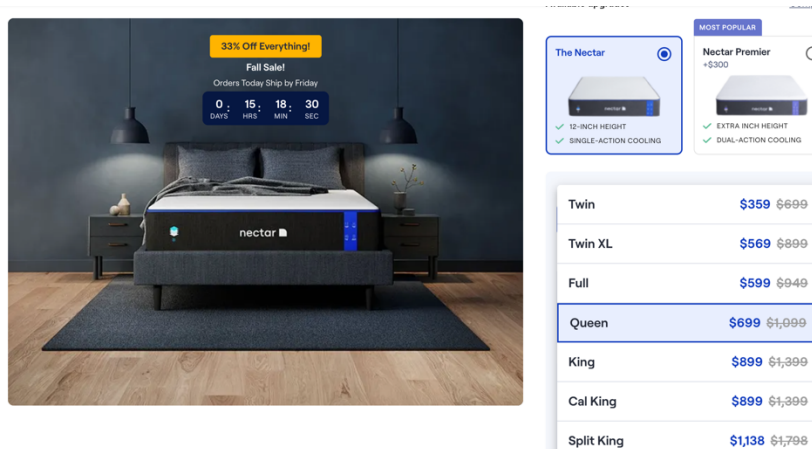
18 38. False regular prices and fake discounts:

19 39. Defendants’ website also lists fake regular prices (that is, prices reflecting the list price
20 or value of an item) and purported discounts.

40. For example, Defendants frequently advertise Products with significant discounts.

Twin	\$359	\$699
Twin XL	\$569	\$899
Full	\$599	\$949
Queen	\$699	\$1,099
King	\$899	\$1,399
Cal King	\$899	\$1,399
Split King	\$1,138	\$1,798

Captured October 31, 2023



Captured November 1, 2023.

41. When Plaintiff purchased a mattress, the Product was purportedly on sale for a limited amount of time. Indeed, when Plaintiff made her purchase, Defendants advertised that the sale would end in approximately four hours. Plaintiff relied on these representations at the time she made her purchase.

42. In reality, these sales were not for a limited time, and on information and belief, the mattresses offered for sale on Defendants' website, including the mattress purchased by Plaintiff,

1 were never actually sold within the relevant statutory period at the listed retail price on which the
2 purported discounted price is based. Plaintiff relied on the represented list prices falsely believing
3 they were in fact the prices that the mattresses were normally offered for sale outside the limited
4 timeframe when a discounted sale price was offered.

5 43. By listing fake regular prices and fake discounts, Defendants mislead consumers into
6 believing that they are getting a good deal, and that they need to act fast in order to get the deal.

7 **A. Defendants' advertisements violate California Law**

8 44. As the Federal Trade Commission states in its' *Guides Against Deceptive pricing*,
9 "where an artificial, inflated price was established for the purpose of enabling the subsequent offer
10 of a large reduction – the 'bargain' being advertised is a false one." 16 C.F.R. § 233.1. Advertising
11 such false "bargains" is false, misleading, and unfair. Accordingly, it violates California's Unfair
12 Competition law, which bans unlawful, unfair, or fraudulent" business acts and practices. *See* Cal.
13 Bus. & Prof. Code § 17200.

14 **California's Consumers Legal Remedies Act**

15 45. In addition, California's Consumers Legal Remedies Act, specifically prohibits
16 "[m]aking false or misleading statements of fact concerning reasons for, existence of, or amounts
17 of, price reductions." Cal. Civ. Code § 1770(a)(13). Defendants' advertisements make false
18 statements regarding the time limits of the sale, when in fact the sale continues on a daily basis.
19 Defendants' advertisements also make false statements about the existence of the sale, and the
20 amounts of price reductions, when in fact, the Products are never sold at the advertised "regular"
21 price.

22 **California's Unfair Competition Law**

23 46. Further, under California law, "No price shall be advertised as a former price ... unless
24 the alleged former price was the prevailing market price ... within three months next immediately
25 preceding"). Cal. Bus. & Prof. Code § 17501. As described in further detail above, Defendants
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1 advertise their Products using alleged former prices that were not the prevailing market prices within
2 the preceding three months.

3 47. Moreover, the UCL defines unfair business competition to include any "unlawful,
4 unfair, or fraudulent" act or practice. Cal. Bus. & Prof. Code § 17200.

5 48. A business act or practice is "unlawful" under the UCL if it violates any other law or
6 regulation.

7 49. In addition, a business act or practice is "unfair" under the UCL if it offends an
8 established public policy or is immoral, unethical, oppressive, unscrupulous or substantially
9 injurious to consumers.

10 50. Defendants' conduct violated California's Consumers Legal Remedies Act, Cal. Civ.
11 Code § 1770(1)(13), and California's unfair competition laws by advertising fake sales – that is,
12 sales with made up regular prices, made up discounts, and made up expirations that misled
13 consumers.

14 **Defendants' advertisements harm consumers.**

15 51. Based on Defendants' advertisements, reasonable consumers would expect that the
16 listed regular prices are prices that Defendants sells its Products for. Reasonable consumers would
17 also expect that, if they purchase during the sale, they will receive a discount from the regular
18 purchase price.

19 52. In addition, consumers are more likely to buy the product if they believe that the
20 product is on sale and that they are getting a substantial discount.

21 53. Consumers that are presented with discounts are substantially more likely to make the
22 purchase. For example, "two-thirds of consumers have made a purchase they weren't originally
23 planning to make solely based on finding a coupon or discount," while "80% [of consumers] said
24 they feel encouraged to make a first-time purchase with a brand that is new to them if they found an
25 offer or discount."¹

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27 ¹ RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases Online, Especially Among
28 Millennial Buyers (prnewswire.com). <https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers->

1 54. As such, Defendants’ advertisements harm consumers by inducing them to make
2 purchases based on false information.

3 **Plaintiff was misled by Defendants’ Misrepresentations.**

4 55. On March 9, 2023, Plaintiff Longoria bought a Queen-sized The Nectar Memory
5 Foam Mattress from Defendant website, nectarsleep.com, while living in the county of Santa Clara,
6 California.

7 56. Plaintiff Longoria purchased the mattress for \$629 plus tax. The products were
8 advertised as being on sale for a limited time with the sale ending in approximately four hours at
9 the time Plaintiff Longoria purchased the mattress. Plaintiff Longoria’s invoice represented that she
10 was receiving a substantial discount for the mattress. The invoice falsely represented that the
11 “regular” price of the mattress was \$1049 plus tax.

12 57. Plaintiff Longoria read and relied on the representation on the website that the
13 products had the advertised “regular” price, and that she was receiving a discount as compared to
14 the regular price. She would not have purchased the product if she knew that Defendants’ Products
15 were not on sale, and that she was in fact paying full price.

16 **CLASS ALLEGATIONS**

17 58. Plaintiff brings this class action pursuant Cal. Code. Civ. Proc. § 382 on behalf of the
18 following class (“Class” or “Class Members”):

19 All California citizens that purchased one or more of Defendants’ Products
20 advertised at a discount on Defendants’ website at any time from four years
21 preceding the filing of this Complaint through certification.

22 59. Excluded from the from the Class are: (i) Defendants and their officers, directors, and
23 employees; (ii) any person who files a valid and timely request for exclusion; and (iii) judicial
24 officers and their immediate family members and associated court staff assigned to the case.

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27 [300635775.html#:~:text=SocialBoost-
RetailMeNot%20Survey%3A%20Deals%20and%20Promotional%20Offers%20Drive%20Incremental%20Purchases
%20Online,finding%20a%20coupon%20or%20discount](#). Last visited on November 2, 2023.

1 60. Plaintiff reserves the right to amend or otherwise alter the class definition presented
2 to the Court at the appropriate time, or to propose sub-classes, in response to facts learned through
3 discovery, legal arguments advanced by Defendants, or otherwise.

4 61. The Class is appropriate for certification because Plaintiff can prove the elements of
5 the claims on a classwide basis using the same evidence as would be used to prove those elements
6 in individual actions alleging the same claims.

7 62. Numerosity: Class Members are so numerous that joinder of all members is
8 impracticable. Plaintiff believes that there are hundreds of consumers who are Class Members
9 described above who have been damaged by Defendants' practices.

10 63. Commonality: There is a well-defined community of interest in the common questions
11 of law and fact affecting all Class Members. The questions of law and fact common to the Class
12 Members which predominate over any questions which may affect individual Class Members
13 include, but are not limited to:

- 14 a. Whether Defendants made false or misleading statements of fact in their
15 advertisements;
- 16 b. Whether Defendants violated state consumer protection statutes;
- 17 c. Whether Defendants practices violate California's Consumers Legal Remedies Act;
- 18 d. Whether Defendants practices violate California's Unfair Competition law, California
19 Business and Professions Code sections 17200, *et. seq.*,
- 20 e. Damages needed to reasonably compensate Plaintiff and Class Members; and
- 21 f. Whether Plaintiff and the proposed Class Members are entitled to an award of
22 reasonable attorneys' fees, pre-judgment interest and costs of this suit;.

23 64. Typicality: Plaintiff is a member of the Class Plaintiff seeks to represent. Plaintiff's
24 claims are typical of the claims of each Class Member in that every member of the Class was
25 susceptible to the same unlawful conduct and purchased the Products advertised at a discount on
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1 Defendants' website. Plaintiff is entitled to relief under the same causes of action as the other Class
2 Members.

3 65. Adequacy: Plaintiff is an adequate Class representative because Plaintiff's interests
4 do not conflict with the interests of the Class Members Plaintiff seeks to represent; the alleged
5 claims are common to all other members of the Class, and Plaintiff has a strong interest in
6 vindicating Plaintiff's rights; Plaintiff has retained counsel competent and experienced in complex
7 class action litigation and Plaintiff intends to vigorously prosecute this action. Plaintiff has no
8 interests which conflict with those of the Class. The Class Members' interests will be fairly and
9 adequately protected by Plaintiff and proposed Class Counsel. Defendants have acted in a manner
10 generally applicable to the Class, making relief appropriate with respect to Plaintiff and the Class
11 Members. The prosecution of separate actions by individual Class Members would create a risk of
12 inconsistent and varying adjudications.

13 66. Superiority: The Class is properly brought and should be maintained as a class action
14 because a class action is superior to traditional litigation of this controversy. A class action is
15 superior to the other available methods for the fair and efficient adjudication of this controversy
16 because:

- 17 a. The joinder of hundreds of individual Class Members is impracticable, cumbersome,
18 unduly burdensome, and a waste of judicial and/or litigation resources;
- 19 b. The individual claims of the Class Members may be relatively modest compared with
20 the expense of litigating the claim, thereby making it impracticable, unduly
21 burdensome, and expensive to justify individual actions;
- 22 c. When Defendants' liability has been adjudicated, all Class Members' claims can be
23 determined by the Court and administered efficiently in a manner far less burdensome
24 and expensive than if it were attempted through filing, discovery, and trial of all
25 individual cases;

- d. This class action will promote orderly, efficient, expeditious, and appropriate adjudication and administration of Class claims;
- e. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action;
- f. This class action will assure uniformity of decisions among Class Members;
- g. The Class is readily definable and prosecution of this action as a class action will eliminate the possibility of repetitious litigation; and
- h. Class Members' interests in individually controlling the prosecution of separate actions is outweighed by their interest in efficient resolution by single class action;

67. In the alternative, the Class also may be certified because Defendant has acted or refused to act on grounds generally applicable to the Class thereby making final declaratory and/or injunctive relief with respect to the members of the Class as a whole, appropriate.

68. Plaintiff seeks preliminary and permanent injunctive and equitable relief on behalf of the Class, on grounds generally applicable to the Class, to enjoin and prevent Defendant from engaging in the acts described, and to require Defendant to provide full restitution to Plaintiff and Class members.

69. Unless the Class is certified, Defendant will retain monies that were taken from Plaintiff and Class members as a result of Defendants' wrongful conduct.

FIRST CAUSE OF ACTION

**Violation of California's Consumers Legal Remedies Act
(On behalf of Plaintiff and Class Members Against Defendants)**

70. Plaintiff re-alleges and incorporates by reference all allegations set forth in the preceding paragraphs as if fully set forth herein.

71. Plaintiff brings this cause of action on behalf of Plaintiff and Class Members.

72. Plaintiff and Class Members are "consumers," as the term is defined by California Civil Code § 1761(d).

73. Plaintiff and Class Members have engaged in "transactions" with Defendant as that term is defined by California Code Civil Procedure § 1761(e).

1 74. The conduct alleged in this Complaint constitutes unfair methods of competition and
2 unfair and deceptive acts and practices for the purpose of the CLRA, and the conduct was
3 undertaken by Defendants in transactions intended to result in, and which did result in the sale of
4 goods to consumers.

5 75. As alleged fully above, Defendants made and disseminated untrue and misleading
6 statements of facts in their advertisements to Class Members. Defendants did this by advertising
7 limited-time offers that were not limited in time, using fake regular prices, and advertising fake
8 discounts.

9 76. Defendants violated, and continue to violate, §1770(a)(13) of the California Civil Code
10 by making false or misleading statements of fact concerning reasons for existence of, or amount of,
11 price reductions on its website. Defendants have violated § 1770(a)(13) by (1) misrepresenting the
12 regular price of products on its website, (2) advertising discounts and savings that are exaggerated
13 or nonexistent, (3) misrepresenting that the discounts and savings on its website are available only
14 for a limited time, when in fact they are not, and (4) regularly available.

15 77. Defendants violated, and continue to violate, § 1770(a)(5) of the California Civil Code
16 by representing that products offered for sale on its website have characteristics or benefits that they
17 do not have. Defendants represent that the value of their Products are greater than it actually is by
18 advertising inflated regular prices and fake discounts for products.

19 78. Defendants violated, and continue to violate, § 1770(a)(9) of the California Civil
20 Code. Defendants violated this by advertising its products as being offered at a discount, when in
21 fact Defendants do not intend to see the products at a discount.

22 79. Defendants' representations were likely to deceive, and did deceive, Plaintiff and
23 other Class Members. Defendants knew, or should have known through exercise of reasonable care,
24 that these statements were inaccurate and misleading.

1 80. Defendants’ misrepresentations were intended to induce reliance, and Plaintiff saw,
2 read and reasonably relied on them when purchasing Defendants’ Products. Defendants’
3 misrepresentations were a substantial factor in Plaintiff’s purchase decision.

4 81. In addition, class-wide reliance can be inferred because Defendants’
5 misrepresentations were material, i.e., reasonable consumers would consider them important in
6 deciding whether to buy Defendants’ Products.

7 82. Defendants’ misrepresentations were substantial factor and proximate cause in
8 causing damages and losses to Plaintiff and Class Members.

9 83. Plaintiff and Class members were injured as a direct and proximate result of
10 Defendants’ conduct because (a) they would not have purchased Defendants’ Products if they had
11 known that the discounts, regular prices, and/or the limited-time offers were not real, and/or (b) they
12 would have paid less for the Products.

13 84. Accordingly, pursuant to California Civil Code § 1780(a)(2), Plaintiff, on behalf of
14 herself and all other Class Members, seeks injunctive relief.

15 **SECOND CAUSE OF ACTION**

16 **Violation of California Unfair Competition Law (“UCL”)**

17 **Cal. Bus. & Prof. Code § 17200 *et seq.***

18 **(On behalf of Plaintiff and Class Members Against Defendants)**

19 85. Plaintiff re-alleges and incorporates by reference all allegations set forth in the
20 preceding paragraphs as if fully set forth herein.

21 86. Defendants have violated California’s Unfair Competition Law (UCL) by engaging
22 in unlawful, fraudulent, and unfair conduct (i.e., violating each of the three prongs of the UCL).

23 ***The Unlawful Prong***

24 87. Defendants engaged in unlawful conduct by violating the CLRA, as alleged above
25 and incorporated here.

26 ***The Deceptive Prong***

1 88. As alleged in detail above, Defendants’ representations that their Products were on
2 sale, that the sale was limited in time, that the Products had a specific regular price, and that the
3 customers were receiving discounts were false and misleading.

4 89. Defendants’ representations were misleading to Plaintiff and other reasonable
5 consumers.

6 90. Plaintiff relied on Defendants’ misleading representations and omissions, as detailed
7 above.

8 ***The Unfair Prong***

9 91. As alleged in detail above, Defendants committed “unfair” acts by falsely advertising
10 that their Products were on sale, that the sale was limited in time, that the products had a specific
11 regular price, and that the customers were receiving discounts.

12 92. Defendants violated established public policy by violating the CLRA, as alleged
13 above and incorporated here. The unfairness of this practice is tethered to a legislatively declared
14 policy (that of the CLRA).

15 93. The harm to Plaintiff and Class Members greatly outweighs the public utility of
16 Defendants’ conducts. There is no public utility to misrepresenting the price of a consumer product.
17 This injury was not outweighed by any countervailing benefits to consumers or competition.
18 Misleading consumer products only injure healthy competition and harm consumers.

19 94. Plaintiff and the Class Members could not have reasonably avoided this injury.

20 95. As alleged above, Defendants’ representations were deceptive to reasonable
21 consumers, like Plaintiff.

22 96. Defendants’ conduct, as alleged above, was immoral, unethical, oppressive,
23 unscrupulous, and substantially injurious to consumers.

24 97. For all prongs, Defendants’ misrepresentations were intended to induce reliance, and
25 Plaintiff saw, read, and reasonably relied on them when purchasing Defendants Products.
26 Defendants’ representations were a substantial factor in Plaintiff’s purchase decision.

REQUEST FOR RELIEF

Plaintiff, individually and on behalf of the Class, requests for judgment as follows:

(a) Declaring this action to be a proper class action and certifying Plaintiff as the representative of the Class, and Plaintiff’s attorneys as Class Counsel to represent the Class and Class Members;

(b) An order declaring that Defendants’ conduct violates the statutes referenced herein;

(c) Entering preliminary and permanent injunctive relief against Defendants, directing Defendants to correct its practices and to comply with California’s Consumers Legal Remedies Act;

(d) Actual and compensatory damages for injuries suffered by Plaintiff and Class Members;

(e) Awarding Plaintiff and Class Members statutory and exemplary damages where permitted;

(f) Awarding Plaintiff and Class Members restitution and disgorgement where permitted;

(g) Awarding monetary damages, including treble damages as permitted by law;


(h) For both pre- and post-judgment interest on any amounts awarded;

(i) Awarding Plaintiff and the Class Members their costs and expenses incurred in this action, including reasonable allowance of fees for Plaintiff’s attorneys and experts, and reimbursement of Plaintiff’s expenses and cost of suits; and

(j) Granting such other and further relief as the Court may deem just and proper.

Dated: November 8, 2023

CROSNER LEGAL, PC

By: 
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