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Attorney for Plaintiff
Mariah Moses

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

MARIAH MOSES, individually and
on behalf of all others similarly
situated,

Plaintiff,

v.

ARHAUS, INC., a Delaware
corporation; and DOES 1 to 10,
inclusive,

Defendants.

CASE NO.

**CLASS ACTION COMPLAINT
FOR:**

- 1. Violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*;**
- 2. Violation of California’s False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.*;**
- 3. Violation of the California Consumer Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.*; and**
- 4. Fraudulent Concealment.**

Filed Concurrently:

1. Plaintiff’s CLRA Venue Affidavit

(JURY TRIAL DEMANDED)

1 Plaintiff Mariah Moses (“Plaintiff”), individually and on behalf of all others
2 similarly situated, complains and alleges as follows based on personal knowledge
3 as to herself, on the investigation of her counsel, and on information and belief as
4 to all other matters. Plaintiff believes that substantial evidentiary support will exist
5 for the allegations set forth in this complaint, after a reasonable opportunity for
6 discovery.

7 NATURE OF ACTION

8 1. This class action aims to hold Arhaus, Inc. (“Arhaus”) liable for its
9 unlawful, unfair, and fraudulent business practice of advertising fictitious prices
10 and corresponding phantom discounts on *nearly every product* sold through its
11 website (<https://www.arhaus.com/>) and retail locations. This practice of false
12 reference pricing occurs when a retailer fabricates a fake regular, original, and/or
13 former reference price, and then offers an item for sale at a deeply “discounted”
14 price. The result is a sham price disparity that misleads consumers into believing
15 they are receiving a good deal, thereby inducing them into making a purchase.
16 Companies like Arhaus drastically benefit from employing a false reference pricing
17 scheme and experience increased sales.

18 2. The California legislature prohibits this misleading practice. The law
19 recognizes the reality that consumers often purchase merchandise marketed as
20 being “on sale” purely because the proffered discount seemed too good to pass
21 up. Accordingly, retailers, including Arhaus, have an incentive to lie to customers
22 and advertise false sales. The resulting harm is tangible—the bargain hunter’s
23 expectations about the product he or she purchased is that it has a higher perceived
24 value, and she may not have purchased the product but for the false savings.

25 3. The advertised discounts are fictitious because the reference price
26 does not represent a *bona fide* price at which Arhaus previously sold a substantial
27 quantity of the merchandise for a reasonable period of time (or at all) as required
28 by the Federal Trade Commission (“FTC”). In addition, the represented reference

1 price was not the prevailing market retail price within the three months immediately
2 preceding the publication of the advertised former reference price, as required by
3 California law. The deception is magnified for these products because the
4 representation of the false reference price leads consumers like Plaintiff to believe
5 they are purchasing a product of substantially higher quality and that they are
6 purchasing a product that was previously offered for sale at the significantly higher
7 reference price.

8 4. Through its false and misleading marketing, advertising, and pricing
9 scheme, Arhaus violated and continues to violate California law, which prohibits
10 (1) advertising goods for sale as discounted from former prices that are false, and
11 (2) misleading statements about the existence and amount of price reductions.
12 Specifically, Arhaus violated and continues to violate: California's Unfair
13 Competition Law, Business & Professions Code §§ 17200, *et seq.* (the "UCL");
14 California's False Advertising Law, Business & Professions Code §§ 17500, *et seq.*
15 (the "FAL"); the California Consumer Legal Remedies Act, California Civil Code
16 §§ 1750, *et seq.* (the "CLRA"); and the Federal Trade Commission Act ("FTCA"),
17 15 U.S.C. §§ 45, 52.

18 5. Plaintiff brings this action on behalf of herself and other similarly
19 situated consumers who, like her, have purchased one or more products from
20 Arhaus's online store or retail locations that were deceptively represented as
21 discounted from false former reference prices in order to halt the dissemination of
22 this false, misleading, and deceptive pricing scheme, to correct the false and
23 misleading perception it has created in the minds of consumers, and to obtain
24 redress for those who have purchased merchandise tainted by this deceptive pricing
25 scheme. Plaintiff seeks damages, injunctive relief, and other appropriate relief as a
26 result of Arhaus's sales of merchandise offered at a false discount.

27 6. Finally, Plaintiff seeks reasonable attorneys' fees pursuant to
28 California Code of Civil Procedure § 1021.5, as this lawsuit seeks the enforcement

1 of an important right affecting the public interest and satisfies the statutory
2 requirements for an award of attorneys' fees.

3 **THE PARTIES**

4 7. Plaintiff Mariah Moses is a citizen of the State of California and
5 resident of Orange County. Plaintiff, in reliance on Arhaus's false and deceptive
6 pricing, purchased a "Paraiso 3-Tier Lantern in Black" (the "Product") on March
7 20, 2024, from Arhaus's website (<https://www.arhaus.com/>) for \$34.00.¹

8 8. Plaintiff is informed and believes, and upon such information and
9 belief alleges, that Defendant Arhaus, Inc. is a Delaware corporation with its
10 principal place of business in Boston Heights, Ohio.

11 9. Plaintiff does not know the true names or capacities of the persons
12 or entities sued as DOES 1 to 10, inclusive, and therefore sues such Defendants by
13 such fictitious names. Plaintiff is informed and believes, and upon such information
14 and belief alleges, that each of the DOE Defendants is in some manner legally
15 responsible for the damages suffered by Plaintiff and the Class members as
16 alleged in this Complaint. Defendants shall together be referred to as "Defendants"
17 or "Arhaus."

18 **JURISDICTION AND VENUE**

19 10. This Court has subject matter jurisdiction over this action pursuant to
20 the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d)(2), because the total
21 matter in controversy exceeds \$5,000,000 and there are over 100 members of the
22 proposed class. Further, at least one member of the proposed class is a citizen of a
23 State within the United States and at least one defendant is the citizen or subject of
24 a foreign state.

25 11. The Central District of California has specific personal jurisdiction
26 over Arhaus. Specific jurisdiction over a non-resident defendant exists where: (1)

27 _____
28 ¹ Plaintiff's total purchase price was \$48.64, which included taxes and delivery costs.

1 “[t]he non-resident defendant . . . purposefully direct[s] [it]s activities or
2 consummate[s] some transaction with the forum or resident thereof; or perform[s]
3 some act by which [it] purposefully avails [it]self of the privilege of conducting
4 activities in the forum, thereby invoking the benefits and protections of its laws;”
5 (2) the claim is one that “arises out of or relates to” the defendant’s activities in the
6 forum state; and (3) the exercise of jurisdiction comports with “fair play and
7 substantial justice, i.e. it must be reasonable.” *Schwarzenegger v. Fred Martin*
8 *Motor Co.*, 374 F.3d 797, 802 (9th Cir. 2004). The plaintiff need only establish the
9 first two prongs, while it is the defendant’s burden to “present a compelling case”
10 that the exercise of jurisdiction would not be reasonable. *Id.*

11 12. ***Purposeful Availment.*** Under the first prong of the three-part test,
12 “purposeful availment” includes both purposeful availment and purposeful
13 direction, which are two distinct concepts. *Id.* Where a case sounds in tort, as here,
14 courts employ the purposeful direction test. Purposeful direction requires the
15 defendant have “(1) committed an intentional act, (2) expressly aimed at the forum
16 state, (3) causing harm that the defendant knows is likely to be suffered in the forum
17 state.” *Morrill v. Scott Fin. Corp.*, 873 F.3d 1136, 1142 (9th Cir. 2017) (citing
18 *Schwarzenegger*, 374 F.3d at 802). On information and belief, Arhaus regularly
19 sells and ships its products to customers in California, including Plaintiff, who
20 purchased and received the Product in Orange County, California. In addition,
21 because Arhaus does a substantial amount of business in California, it is knowingly
22 employing a false reference pricing scheme directed at and harming California
23 residents, including Plaintiff.

24 13. ***Claim Arising Out of Action in the Forum Prong.*** Under the second
25 prong of the three-part specific jurisdiction test, personal jurisdiction exists where,
26 as here, the claim “arises out of or relates to” the defendant’s activities in the forum
27 state. Courts in the Ninth Circuit use a “but for” test to determine whether the claim
28 “arises out of” the nonresident’s forum-related activities. In other words, the test is

1 satisfied if the plaintiff would not have suffered loss “but for” defendant’s
2 activities. *Ballard v. Savage*, 65 F.3d 1495, 1500 (9th Cir. 1995). Here, Arhaus’s
3 contact with the forum—knowingly employing a false reference pricing scheme
4 directed at California residents—is the basis of its violations of various false
5 advertising statutes. But for Arhaus’s contact with the forum, Plaintiff (and the
6 thousands of other individuals who purchased Arhaus’s deceptively advertised
7 products) would not have suffered harm.

8 14. **Venue.** Venue is proper in the U.S. District Court for the Central
9 District of California pursuant to 28 U.S.C. § 1391 because Arhaus:

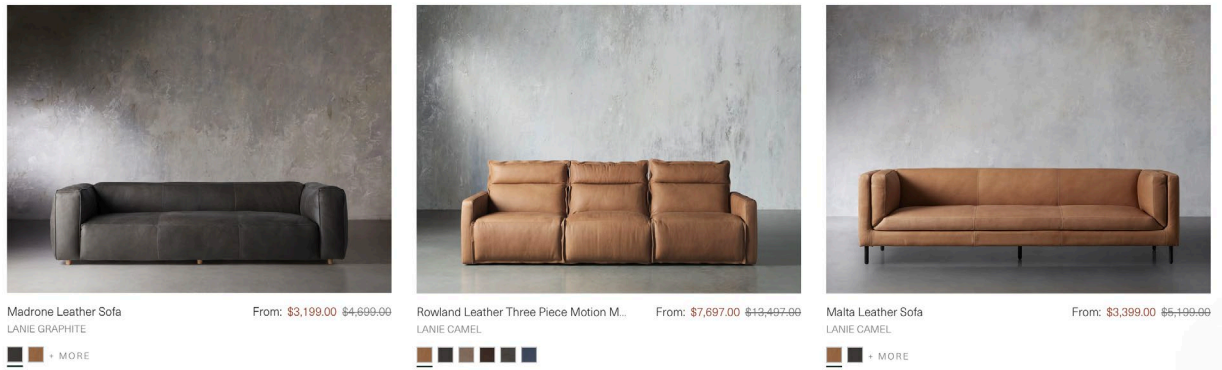
- 10 a) is authorized to conduct business in this District and has
11 intentionally availed itself of the laws and markets within this
12 District;
- 13 b) does substantial business within this District;
- 14 c) is subject to personal jurisdiction in this District because it has
15 availed itself of the laws and markets within this District; and
16 the injury to Plaintiff occurred within this District.

17 **GENERAL ALLEGATIONS**

18 15. Arhaus, through its website and retail locations, offers high-end
19 furniture, home décor, and many other products to California consumers. *See*
20 <https://www.arhaus.com/>.

21 16. Unfortunately for consumers, Arhaus’s business model heavily relies
22 on deceiving customers with fake sales. On a typical day, Arhaus prominently
23 displays on its landing page some form of sale where all products or a select
24 grouping of products are supposedly marked down. All or nearly all Arhaus
25 products on the site are represented as being significantly marked down from a
26 substantially higher original or reference price, which is prominently displayed to
27 the customer as being the supposed original price (the “Reference Price”), as shown
28 in the following:

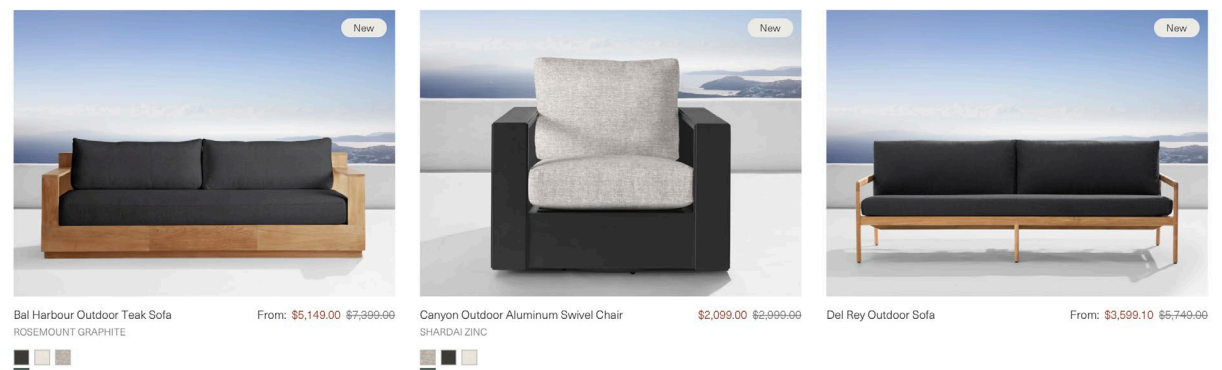
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See id.

17. By doing this, Arhaus conveys to customers that the product had previously sold in the recent past at the Reference Price, but is being sold to the customer at a substantial discount.

18. However, this Reference Price in the “sale” is almost always—if not always—a falsely inflated price because Arhaus never sells its items at the Reference Price. In fact, the products Arhaus just released as part of its Spring 2024 collection were initially offered at a “discounted” price:



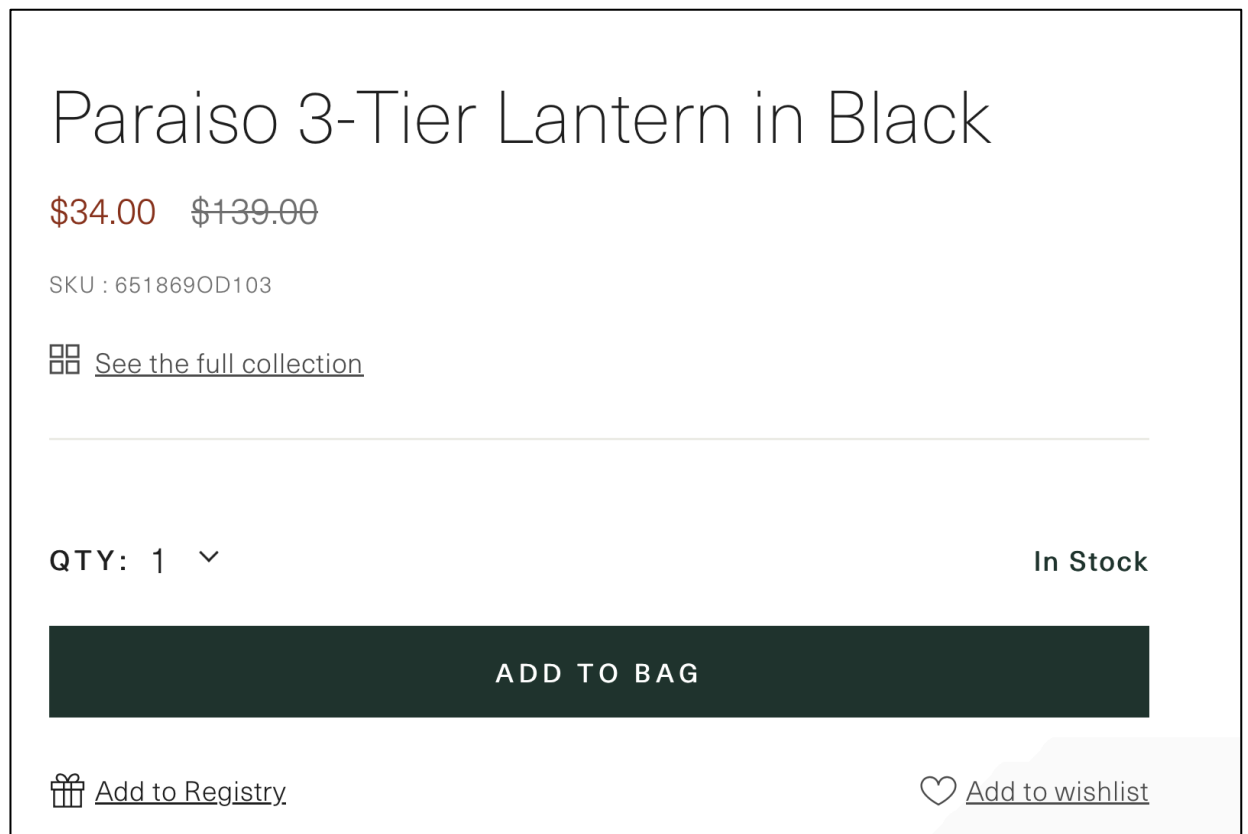
See, e.g., <https://www.arhaus.com/collections/outdoor>. Surely, the Reference Prices for the Spring 2024 collection cannot be the prevailing market retail price within the preceding three months because the products have never been offered at that price.

19. The only purpose of the Reference Price is to mislead customers into believing that the displayed Reference Price is an original, regular, or retail price

1 at which Arhaus usually sells the item or previously sold the item in the recent past.
2 As a result, Arhaus falsely conveys to customers that they are receiving a
3 substantial markdown or discount, when in reality, the alleged discount is false and
4 fraudulent.

5 20. On the individual product pages of all (or nearly all) Arhaus products
6 offered on the site, Arhaus represents each product as being marked down and
7 includes this representation beside a crossed-out fake Reference Price. For
8 example, for a Paraiso 3-Tier Lantern in Black (the exact Product Plaintiff
9 purchased) being offered for \$34.00, Arhaus displayed the following:

10 **\$34.00** ~~\$139.00~~



24 See <https://www.arhaus.com/products/paraiso-3-tier-lantern-in-black>.

25 21. On information and belief, Arhaus has never sold the Paraiso 3-Tier
26 Lantern in Black for \$139.00, and certainly it has not in the three preceding months.
27 These pricing and advertising practices reflecting high-pressure fake sales are
28 patently deceptive. They are intended to mislead customers into believing that they

1 are getting a bargain by buying products from Arhaus on sale and at a substantial
2 and deep discount. The truth is that Arhaus rarely, if ever, sells any of its products
3 at the Reference Price. The Reference Price is, therefore, an artificially inflated
4 price. In turn, the advertised discounts are nothing more than phantom markdowns.

5 22. Not only is the scope of Arhaus's false-markdown scheme extremely
6 vast, covering every or nearly every product, the degree of markdowns on
7 individual products is profoundly misleading as well. For one product, the
8 "Rowland Leather Six Piece Motion Sectional" in Lanie Taupe, Arhaus claims the
9 Reference Price is \$26,894.00 but currently advertises the sectional as marked
10 down to \$15,198.00, an alleged savings of \$11,696.00. *See*
11 <https://www.arhaus.com/products/rowland-leather-six-piece-motion-sectional>. On
12 information and belief, the "Rowland Leather Six Piece Motion Sectional" in Lanie
13 Taupe has never been regularly sold at \$26,894.00.

14 **A. Plaintiff's Purchase of Falsely Advertised Items from Arhaus**

15 23. Plaintiff fell victim to Arhaus's false advertising and deceptive pricing
16 practices. On or about March 20, 2024, Plaintiff visited Arhaus's website to shop
17 for home décor. Plaintiff visited the site from her home in Orange County. Plaintiff
18 browsed the site and observed that nearly every item offered had a Reference Price
19 that was crossed out and a sale price. She found Arhaus's "Paraiso 3-Tier Lantern
20 in Black" and added it to her shopping cart. The price of the Product was listed as:

21 **\$34.00** ~~\$139.00~~

22 24. In other words, Plaintiff saw that Arhaus represented on the product-
23 description page for the Product that it was supposedly on sale based on a
24 markdown from a Reference Price. The Reference Price was displayed as a
25 substantially higher price containing a strikethrough.

26 25. Plaintiff purchased the Product, but before doing so, relied on the
27 representation that the product listed above had in fact been offered for sale, or
28 previously sold, in the recent past at the stated Reference Price. Plaintiff believed

1 the Product was being offered for over 75% off the Reference Price. Plaintiff relied
2 on Arhaus's representation that the Product was truly on sale and being sold at a
3 substantial markdown and discount, and thereby fell victim to the deception
4 intended by Arhaus.

5 26. Plaintiff paid \$34.00 for the Product (however, as alleged above,
6 Plaintiff's total purchase price was \$48.64, which included taxes and delivery
7 costs).

8 27. The Product that Plaintiff ordered was shipped to her in Orange
9 County, California.

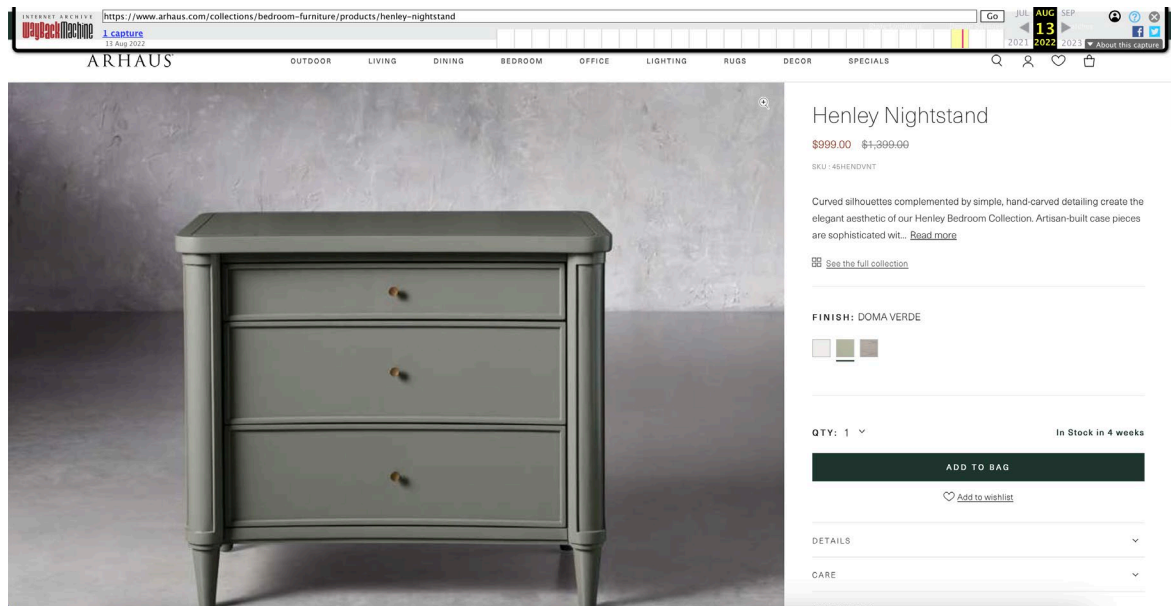
10 28. On information and belief, the Product that Plaintiff purchased was
11 not substantially marked down or discounted, or at the very least, any discount she
12 was receiving had been grossly exaggerated. That is because the Product that
13 Plaintiff bought had never been offered on Arhaus's website for any reasonably
14 substantial period of time—if ever—at the full Reference Price of \$139.00. In fact,
15 for at least the 90-day period prior to Plaintiff's purchase (and likely for a longer
16 period), Arhaus had not offered the Product at the Reference Price.

17 29. On information and belief, the Reference Price was a fake price used
18 in Arhaus's deceptive marketing scheme, which is clear from evidence captured on
19 the "WayBack Machine," an online tool that allows users to view screenshots of
20 websites at particular points in time. *See* <https://archive.org/web/> (explaining how
21 the WayBack Machine captures screenshots from websites created years ago, and
22 allows users to see snapshots of websites it has navigated and archived at various
23 time periods; the tool archives more than 150 billion web pages that have appeared
24 since 1996, creating a digital footprint of everything that has appeared on any given
25 website at various points in time); *see also Marten Transport, LTD v. Platform*
26 *Advertising, Inc.*, No. 14-2464-JWL, 2016 WL 1718862, at *2 (D. Kan. Apr. 29,
27 2016) (relying on the WayBack Machine as a source of competent evidence).

28 30. More specifically, as shown by the WayBack Machine's screen

1 capture of Arhaus’s website at various points in time, Arhaus has been employing
2 a *reference price scheme on nearly every product for years* (i.e., falsely
3 representing its products are heavily discounted). For example, Arhaus sells a
4 “Henley Nightstand.” On August 13, 2022, Arhaus sold that product for \$999.00
5 with a Reference Price of \$1,399.00.

6 **August 13, 2022 Screen Capture:**



17 See <https://web.archive.org/henley-nightstand>. As of the filing of this Complaint,
18 the Henley Nightstand is still offered on Arhaus’s website for \$1,199.00, with a
19 Reference Price of \$1,699.00.

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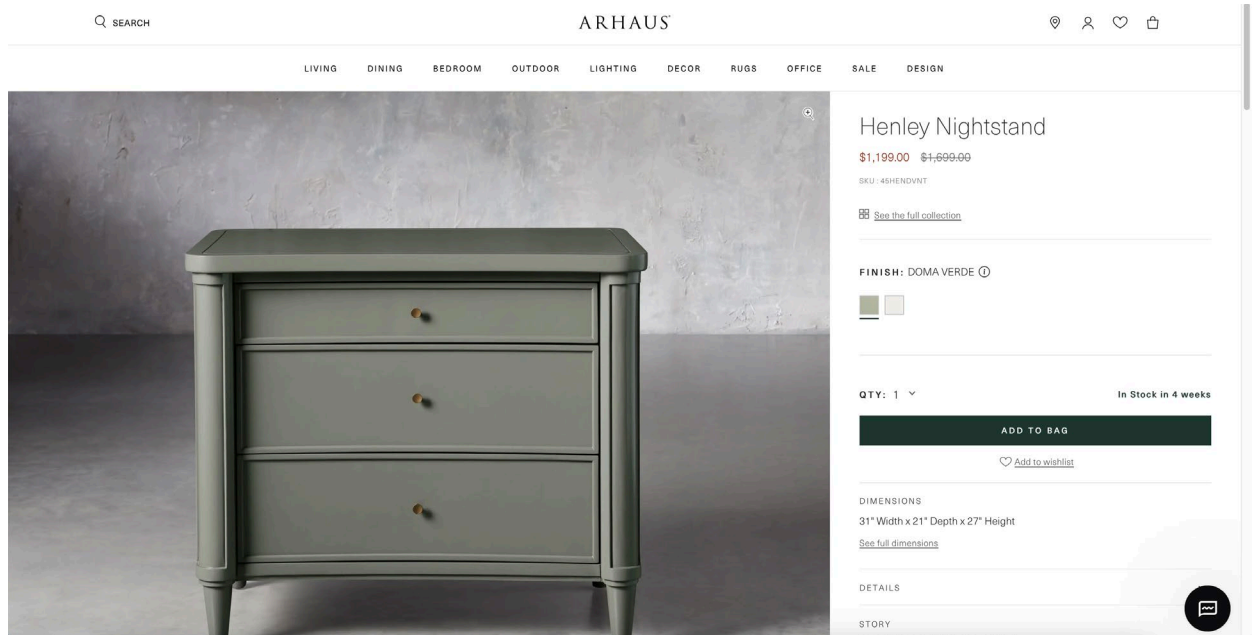
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March 24, 2024 Screen Capture:



See <https://www.arhaus.com/products/henley-nightstand>. Arhaus has never sold the Henley Nightstand at its current Reference Price of \$1,699.00 or its former Reference Price of \$1,399.00.

31. As a second example, Arhaus sells a “Paraiso 2-Tier Lantern in Black.”² On February 4, 2023, Arhaus offered the Paraiso 2-Tier Lantern in Black for \$60.00 with a Reference Price of \$119.00. Arhaus even included a label stating “Last Chance,” which further suggested consumers had to purchase to get the alleged \$59.00 savings.

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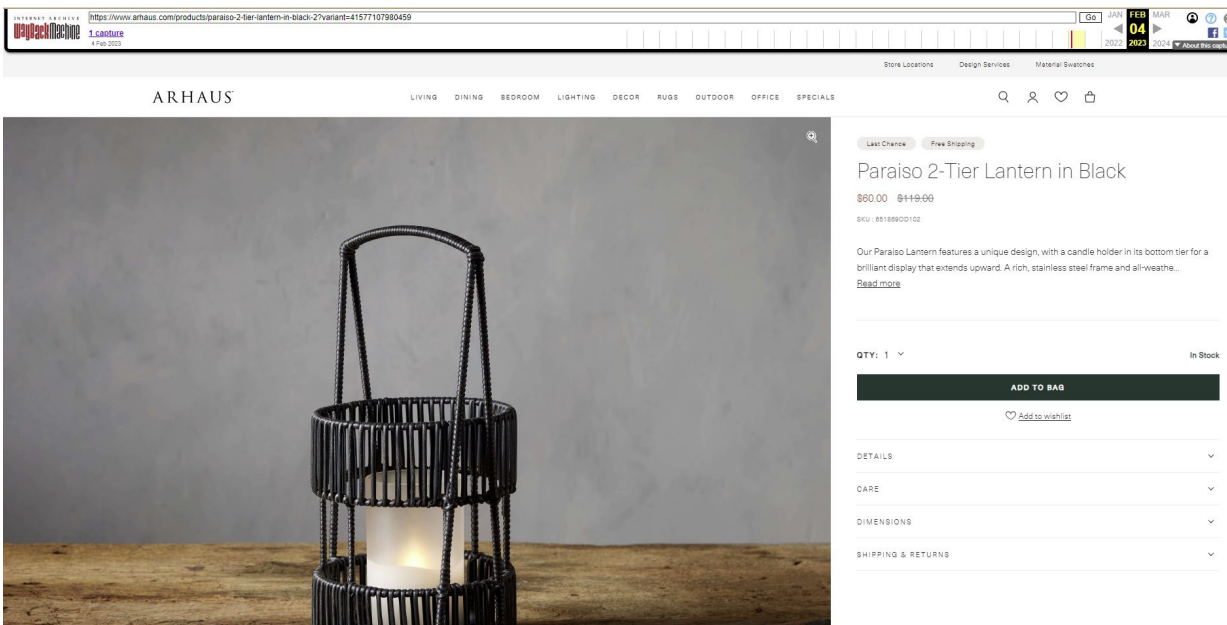
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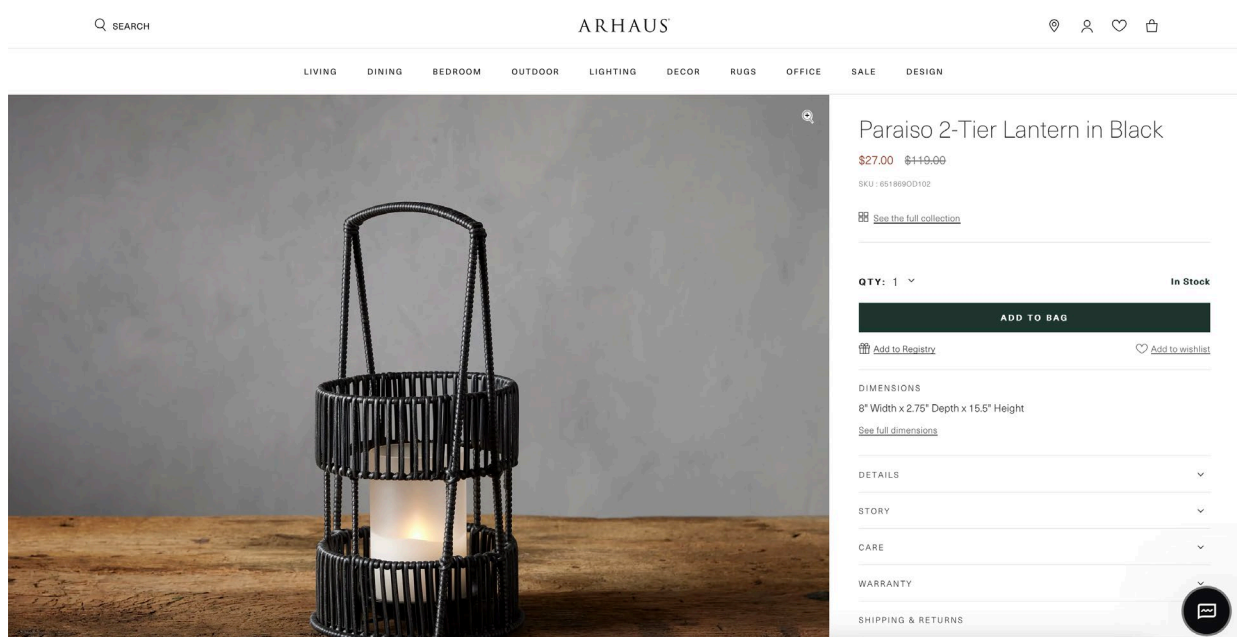
² Arhaus sells the Paraiso Lantern in “2-Tier” and “3-Tier” versions. Plaintiff purchased the 3-Tier version.

February 4, 2023 Screen Capture:



See <https://web.archive.org/paraiso-2-tier>. As of the filing of this Complaint, the Paraiso 2-Tier Lantern in Black is still offered on Arhaus's website for \$27.00, with a Reference Price of \$119.00.

March 24, 2024 Screen Capture:



See <https://www.arhaus.com/paraiso-2-tier-lantern-in-black>. Arhaus has never sold the Paraiso 2-Tier Lantern in Black at its Reference Price of \$119.00.

1 32. Besides the Henley Nightstand and the Paraiso 2-Tier Lantern in
2 Black, there are hundreds—perhaps thousands—of additional examples of
3 products that falsely and deceptively use fake Reference Prices.

4 33. Arhaus knows that the prices are fake and artificially inflated and
5 intentionally uses them in its deceptive pricing scheme on its website to increase
6 sales and profits by misleading Plaintiff and members of the putative class to
7 believe that they are buying products at a substantial discount. Arhaus thereby
8 induces customers to buy products they never would have bought—or at the very
9 least, to pay more for merchandise than they otherwise would have if Defendants
10 were simply being truthful about their “sales.”

11 34. Therefore, Plaintiff would not have purchased the Product listed
12 above, or at the very least, would not have paid as much as she did, had Arhaus
13 been truthful. Plaintiff was persuaded to make her purchase only because of the
14 fake sale based on Arhaus’s fake Reference Price scheme. Plaintiff is susceptible
15 to this recurring harm because she cannot be certain that Arhaus has corrected this
16 deceptive pricing scheme, and she desires to shop at Arhaus’s online store in the
17 future. Plaintiff does not have the resources on her own to determine whether
18 Defendants are complying with California law with respect to its pricing practices.

19 **B. Research Shows That the Use of Reference Price Advertising Schemes**
20 **Similar to Arhaus’s Deceptive Pricing Scheme Influences Consumer**
21 **Behavior and Affects Consumers’ Perceptions of a Product’s Value**

22 35. The effectiveness of Arhaus’s deceitful pricing scheme is backed by
23 longstanding scholarly research. In the seminal article entitled *Comparative Price*
24 *Advertising: Informative or Deceptive?* (cited in *Hinojos v. Kohl’s Corp.*, 718 F.3d
25 1098, 1106 (9th Cir. 2013)), Professors Dhruv Grewal and Larry D. Compeau write
26 that, “[b]y creating an impression of savings, the presence of a higher reference
27 price enhances subjects’ perceived value and willingness to buy the product.”
28 Dhruv Grewal & Larry D. Compeau, *Comparative Price Advertising: Informative*

1 or Deceptive?, 11 J. PUB. POL'Y & MKTG. 52, 55 (1992). Therefore, “empirical
2 studies indicate that, as discount size increases, consumers’ perceptions of value
3 and their willingness to buy the product increase, while their intention to search for
4 a lower price decreases.” *Id.* at 56; *see also* ¶ 22, *supra* (using a Reference Price to
5 allege a savings of \$11,696). For this reason, the Ninth Circuit in *Hinojos* held that
6 a plaintiff making a claim of deceptive pricing (strikingly similar to the claim at
7 issue here) had standing to pursue his claim against the defendant retailer. In doing
8 so, the Court observed that “[m]isinformation about a product’s ‘normal’ price is .
9 . . significant to many consumers in the same way as a false product label would
10 be.” *Hinojos*, 718 F.3d at 1106.

11 36. Professors Compeau and Grewal reached similar conclusions in a
12 2002 article: “decades of research support the conclusion that advertised reference
13 prices do indeed enhance consumers’ perceptions of the value of the deal.” Dhruv
14 Grewal & Larry D. Compeau, *Comparative Price Advertising: Believe It or Not*,
15 36 J. OF CONSUMER AFFAIRS 287 (2002). The professors also found that
16 “[c]onsumers are influenced by comparison prices even when the stated reference
17 prices are implausibly high.” *Id.*

18 37. In another scholarly publication, Professors Joan Lindsey-Mullikin
19 and Ross D. Petty concluded that “[r]eference price ads strongly influence
20 consumer perceptions of value . . . Consumers often make purchases not based on
21 price but because a retailer assures them that a deal is a good bargain. This occurs
22 when . . . the retailer highlights the relative savings compared with the prices of
23 competitors.” Joan Lindsey-Mullikin & Ross D. Petty, *Marketing Tactics*
24 *Discouraging Price Search: Deception and Competition*, 64 J. OF BUS. RESEARCH
25 67 (2011).

26 38. Similarly, according to Professors Praveen K. Kopalle and Joan
27 Lindsey-Mullikin, “research has shown that retailer-supplied reference prices
28 clearly enhance buyers’ perceptions of value” and “have a significant impact on

1 consumer purchasing decisions.” Praveen K. Kopalle & Joan Lindsey-Mullikin,
2 *The Impact of External Reference Price on Consumer Price Expectations*, 79 J. OF
3 RETAILING 225 (2003).

4 39. The results of a 1990 study by Professors Jerry B. Gotlieb and Cyndy
5 Thomas Fitzgerald, came to the conclusion that “reference prices are important
6 cues consumers use when making the decision concerning how much they are
7 willing to pay for the product.” Jerry B. Gotlieb & Cyndy Thomas Fitzgerald, *An*
8 *Investigation into the Effects of Advertised Reference Prices on the Price*
9 *Consumers Are Willing to Pay for the Product*, 6 J. OF APP’D BUS. RES. 1 (1990).
10 This study also concluded that “consumers are likely to be misled into a willingness
11 to pay a higher price for a product simply because the product has a higher reference
12 price.” *Id.*

13 40. The unmistakable inference to be drawn from this research and the
14 Ninth Circuit’s opinion in *Hinojos* is that the deceptive advertising through the use
15 of false reference pricing employed here by Arhaus is intended to, and does in fact,
16 influence customer behavior—as it did Plaintiff’s purchasing decision here—by
17 artificially inflating customer perceptions of a given item’s value and causing
18 customers to spend money they otherwise would not have, purchase items they
19 otherwise would not have, and/or spend more money for a product than they
20 otherwise would have absent the deceptive advertising.

21 **CLASS ACTION ALLEGATIONS**

22 41. Plaintiff brings this action on behalf of herself and all persons
23 similarly situated pursuant to Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of
24 Civil Procedure and seeks certification of the following class:

25 All persons in the United States who purchased one or more of
26 Arhaus’s products from Arhaus’s website or retail locations between
27 April 2, 2020, through the present (the “Class Period”) at a discount
28

1 from a higher reference price and who have not received a refund or
2 credit for their purchase(s).

3 42. The above-described class of persons shall hereafter be referred to as
4 the “Class.” Excluded from the Class are any and all past or present officers,
5 directors, or employees of Defendants, any judge who presides over this action,
6 and any partner or employee of Class Counsel. Plaintiff reserves the right to
7 expand, limit, modify, or amend this class definition, including the addition of one
8 or more subclasses, in connection with her motion for class certification, or at any
9 other time, based upon, *inter alia*, changing circumstances and/or new facts
10 obtained during discovery.

11 43. In the alternative, Plaintiff seeks certification of the following class
12 pursuant to Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure:

13 All persons in the State of California who purchased one or more of
14 Arhaus’s products from Arhaus’s website between April 2, 2020,
15 through the present (the “Class Period”) at a discount from a higher
16 reference price and who have not received a refund or credit for their
17 purchase(s).

18 44. **Numerosity**. The Class is so numerous that joinder of all members in
19 one action is impracticable. The exact number and identities of the members of the
20 Class is unknown to Plaintiff at this time and can only be ascertained through
21 appropriate discovery, but on information and belief, Plaintiff alleges that there are
22 thousands of members of the Class. The precise number of Class members is
23 unknown to Plaintiff.

24 45. **Typicality**. Plaintiff’s claims are typical of those of other members of
25 the Class, all of whom have suffered similar harm due to Defendants’ course of
26 conduct as described in this Complaint. All Class members have been deceived (or
27 were likely to be deceived) by Arhaus’s false and deceptive price advertising
28 scheme, as alleged in this Complaint. Plaintiff is advancing the same claims and

1 legal theories on behalf of herself and all Class members.

2 46. **Adequacy of Representation.** Plaintiff is an adequate representative
3 of the Class and will fairly and adequately protect the interests of the Class. Plaintiff
4 has retained attorneys who are experienced in the handling of complex litigation
5 and class actions, and Plaintiff and her counsel intend to prosecute this action
6 vigorously. Plaintiff has no antagonistic or adverse interests to those of the Class.

7 47. **Existence and Predominance of Common Questions of Law or**
8 **Fact.** Common questions of law and fact exist as to all members of the Class that
9 predominate over any questions affecting only individual members of the Class.
10 These common legal and factual questions, which do not vary among members of
11 the Class, and which may be determined without reference to the individual
12 circumstances of any member of the Class, include, but are not limited to, the
13 following:

- 14 a) Whether, during the Class Period, Defendants advertised false
15 Reference Prices on products offered on their website.
- 16 b) Whether, during the Class Period, Defendants advertised price
17 discounts from false Reference Prices on products offered on their
18 website.
- 19 c) Whether the products listed on Defendants' website during the
20 Class Period were offered at their Reference Prices for any
21 reasonably substantial period of time prior to being offered at prices
22 that were discounted from their Reference Prices.
- 23 d) Does Defendants' deceptive pricing scheme using false Reference
24 Prices constitute an "unlawful," "unfair," or "fraudulent" business
25 practice in violation of the California Unfair Competition Law, Cal.
26 Bus & Prof. Code §§ 17200, *et seq.*?
- 27 e) Does Defendants' deceptive pricing scheme using false Reference
28 Prices constitute "unfair, deceptive, untrue or misleading

1 advertising” in violation of the California Unfair Competition Law,
2 Cal. Bus & Prof. Code §§ 17200, *et seq.*?

3 f) Does Defendants’ deceptive pricing scheme using false Reference
4 Prices constitute false advertising in violation of the California
5 False Advertising Law under Business & Professions Code §§
6 17500, *et seq.*?

7 g) Whether Defendants’ false Reference Prices on products offered on
8 their website during the Class Period are false representations.

9 h) Whether and when Defendants learned that false Reference Prices
10 on products offered on their website during the Class Period are
11 false representations.

12 i) Whether Defendants had a duty to disclose to their customers that
13 the Reference prices were fake “original” prices in furtherance of
14 sham sales.

15 j) To what extent did Defendants’ conduct cause, and continue to
16 cause, harm to the Class?

17 k) Whether the members of the Class are entitled to damages and/or
18 restitution.

19 l) What type of injunctive relief is appropriate and necessary to enjoin
20 Defendants from continuing to engage in false or misleading
21 advertising?

22 m) Whether Defendants’ conduct was undertaken with conscious
23 disregard of the rights of the members of the Class and was done
24 with fraud, oppression, and/or malice.

25 48. **Superiority**. A class action is superior to other available methods for
26 the fair and efficient adjudication of this controversy because individual litigation
27 of the claims of all members of the Class is impracticable. Requiring each
28 individual class member to file an individual lawsuit would unreasonably consume

1 the amounts that may be recovered. Even if every member of the Class could afford
2 individual litigation, the adjudication of at least thousands of identical claims
3 would be unduly burdensome to the courts. Individualized litigation would also
4 present the potential for varying, inconsistent, or contradictory judgments and
5 would magnify the delay and expense to all parties and to the court system resulting
6 from multiple trials of the same factual issues.

7 49. By contrast, the conduct of this action as a class action, with respect
8 to some or all of the issues presented, presents no management difficulties,
9 conserves the resources of the parties and of the court system, and protects the
10 rights of the members of the Class. Plaintiff anticipates no difficulty in the
11 management of this action as a class action. The prosecution of separate actions by
12 individual members of the Class may create a risk of adjudications with respect to
13 them that would, as a practical matter, be dispositive of the interests of the other
14 members of the Class who are not parties to such adjudications, or that would
15 substantially impair or impede the ability of such non-party Class members to
16 protect their interests.

17 50. **Ascertainability**. Upon information and belief, Defendants keep
18 extensive computerized records of their sales and customers through, among other
19 things, databases storing customer orders, customer order histories, customer
20 profiles, customer loyalty programs, and general marketing programs. Defendants
21 have one or more databases through which a significant majority of members of
22 the Class may be identified and ascertained, and they maintain contact information,
23 including email addresses and home addresses (such as billing, mailing, and
24 shipping addresses), through which notice of this action is capable of being
25 disseminated in accordance with due process requirements.

26 51. The California Class also satisfies each of the class action
27 requirements set forth above. The allegations set forth above with regards to the
28 Class, therefore, apply equally to the California Class.

1 **CLAIMS FOR RELIEF**

2 **First Cause of Action**

3 **Violation of California’s Unfair Competition Law,**

4 **Cal. Bus. & Prof. Code §§ 17200, *et seq.***

5 **(By Plaintiff Against Defendants on Behalf of Herself and the Class)**

6 52. Plaintiff repeats and re-alleges the allegations contained in every
7 preceding paragraph as if fully set forth herein.

8 53. California Business and Professions Code §§ 17200 *et seq.*, also
9 known as the California Unfair Competition Law (“UCL”), prohibits acts of “unfair
10 competition,” including any “unlawful, unfair or fraudulent business act or
11 practice” as well as “unfair, deceptive, untrue or misleading advertising.” Cal. Bus.
12 & Prof. Code § 17200.

13 54. The UCL imposes strict liability. Plaintiff need not prove that Arhaus
14 intentionally or negligently engaged in unlawful, unfair, or fraudulent business
15 practices—but only that such practices occurred.

16 **“Unlawful” Actions**

17 55. A cause of action may be brought under the “unlawful” prong of the
18 UCL if a practice violates another law. Such an action borrows violations of other
19 laws and treats these violations, when committed pursuant to business activity, as
20 unlawful practices independently actionable under the UCL. The violation of any
21 law constitutes an “unlawful” business practice under the UCL.

22 56. Here, by engaging in false advertising, as well as the false, deceptive,
23 and misleading conduct alleged above, Defendants have engaged in unlawful
24 business acts and practices in violation of the UCL, including violations of state
25 and federal laws and regulations, such as 15 U.S.C. § 45(a)(1), 16 C.F.R. § 233.1,
26 California Business & Professions Code sections 17500 and 17501, and California
27 Civil Code sections 1770(a)(9) and 1770(a)(13).

28 57. The Federal Trade Commission Act (“FTCA”) prohibits “unfair or

1 deceptive acts or practices in or affecting commerce[.]” 15 U.S.C. § 45(a)(1).
2 Under FTC regulations, false former pricing schemes similar to the ones employed
3 by Defendants, are deceptive practices that would violate the FTCA:

4 One of the most commonly used forms of bargain advertising
5 is to offer a reduction from the advertiser’s own former price
6 for an article. If the former price is the actual, bona fide price at
7 which the article was offered to the public on a regular basis for
8 a reasonably substantial period of time, it provides a legitimate
9 basis for the advertising of a price comparison. Where the
10 former price is genuine, the bargain being advertised is a true
11 one. *If, on the other hand, the former price being advertised*
12 *is not bona fide but fictitious – for example, where an*
13 *artificial, inflated price was established for the purpose of*
14 *enabling the subsequent offer of a large reduction – the*
15 *“bargain” being advertised is a false one*; the purchaser is not
16 receiving the unusual value he expects. In such a case, the
17 “reduced” price is, in reality, probably just the seller’s regular
18 price.

19 16 C.F.R. §§ 233.1(a) (emphasis added).

20 58. Further, as detailed below in the Second Claim for Relief, Defendants’
21 conduct also violates California’s false advertising laws. Specifically, California
22 Business & Professions Code section 17500 provides, in relevant part, that it is
23 unlawful for any corporation, with intent directly or indirectly to dispose of
24 personal property, to make or disseminate in any “manner or means whatever,
25 including over the Internet, any statement, concerning that . . . personal property .
26 . . which is untrue or misleading, and which is known, or which by the exercise of
27 reasonable care should be known, to be untrue or misleading[.]” Cal. Bus. & Prof.
28 Code § 17500.

1 59. California law also expressly prohibits false former pricing schemes
2 like the one employed by Defendants. California Business & Professions Code
3 section 17501, entitled “Worth or value; statements as to former price,” states as
4 follows:

5 No price shall be advertised as a former price of any advertised thing,
6 unless the alleged former price was the prevailing market price as
7 above defined within three months next immediately preceding the
8 publication of the advertisement or unless the date when the alleged
9 former price did prevail is clearly, exactly and conspicuously stated in
10 the advertisement.

11 Cal. Bus. & Prof. Code § 17501.

12 60. Moreover, as detailed below in the Third Claim for Relief,
13 Defendants’ conduct also violates the California Consumer Legal Remedies Act
14 (“CLRA”). *See* Cal. Civ. Code §§ 1750, *et seq.* More specifically, Defendants
15 violated the CLRA’s provisions prohibiting businesses from “[a]dvertising goods
16 or services with intent not to sell them as advertised,” Cal. Civ. Code § 1770(a)(9),
17 and “[m]aking false or misleading statements of fact concerning reasons for,
18 existence of, or amounts of price reductions[.]” Cal. Civ. Code § 1770(a)(13).

19 **“Unfair” Actions**

20 61. A business act or practice is “unfair” under the UCL if it offends an
21 established public policy or is immoral, unethical, oppressive, unscrupulous or
22 substantially injurious to consumers, and that unfairness is determined by weighing
23 the reasons, justifications, and motives of the practice against the gravity of the
24 harm to the alleged victims.

25 62. Here, Defendants’ actions constitute “unfair” business acts or
26 practices because, as alleged above, Defendants engaged in a misleading and
27 deceptive pricing scheme by advertising and representing false Reference Prices
28 and thereby falsely advertising and representing markdowns or “discounts” that

1 were false and inflated. Defendants’ deceptive marketing practice gave consumers
2 the false impression that its products were regularly sold on the market for a
3 substantially higher price in the recent past than they actually were and thus led to
4 the false impression that Defendants’ products were worth more than they actually
5 were. Defendants’ acts and practices therefore offended an established public
6 policy, and they engaged in immoral, unethical, oppressive, and unscrupulous
7 activities that are substantially injurious to consumers.

8 63. The harm to Plaintiff and members of the Class outweighs the utility
9 of Defendants’ practices. There were reasonably available alternatives to further
10 Defendants’ legitimate business interests, other than the misleading and deceptive
11 conduct described in this Complaint.

12 **“Fraudulent” Actions**

13 64. A business act or practice is “fraudulent” within the meaning of the
14 UCL if members of the public are likely to be deceived.

15 65. Here, members of the public are likely to be deceived by Defendants’
16 conduct as alleged above. Among other things, Defendants affirmatively
17 misrepresented the Reference Prices of their products, which thereby misled and
18 deceived customers into believing that they were buying merchandise from
19 Defendants at substantially marked-down and discounted prices. Defendants’
20 deceptive marketing practice gave consumers the false impression that their
21 products were regularly sold on the market for a substantially higher price in the
22 recent past than they actually were and led to the false impression that Defendants’
23 products were worth more than they actually were.

24 66. In addition, Defendants had a duty to disclose the truth about their
25 pricing deception, including, among other things, that the Reference Prices
26 advertised and published on their website were not, in fact, prices at which
27 Arhaus’s products had sold for in the recent past for a reasonably substantial period
28 of time, but that instead, in reality, Defendants’ products rarely (if ever) were

1 offered at the advertised Reference Prices. Defendants, however, concealed this
2 material information from customers and the general public. Members of the
3 public, therefore, were also likely to be deceived by Defendants' failure to disclose
4 material information.

5 67. Because Defendants communicated the same misrepresentation to all
6 class members—that Arhaus products were previously sold at various Reference
7 Prices—the class is entitled to an inference of reliance. *DZ Reserve v. Meta*
8 *Platforms, Inc.*, --- F.4th ---, No. 22-15916, 2024 WL 1203886, at *8 (9th Cir. Mar.
9 21, 2024).

10 68. Plaintiff and each member of the Class suffered an injury in fact and
11 lost money or property as a result of Defendants' unlawful, unfair, and/or
12 fraudulent business practices, and as a result of Defendants' unfair, deceptive,
13 untrue or misleading advertising.

14 69. Plaintiff, on behalf of herself and the members of the Class, seeks
15 disgorgement of all moneys received by Defendants through the conduct described
16 above.

17 70. Plaintiff, on behalf of herself and the members of the Class, seeks a
18 temporary, preliminary, and/or permanent injunction from this Court prohibiting
19 Defendants from engaging in the patterns and practices described herein, including
20 but not limited to, putting a stop to their deceptive advertisements and false
21 Reference Prices in connection with their sale of Arhaus products on their website.

22 71. Injunctive relief is necessary to prevent future harm to consumers,
23 including Plaintiff, who would like to purchase the products in the future. Every
24 day, consumers like Plaintiff are misled into believing they are receiving a discount.
25 Without injunctive relief, Defendants will continue to mislead consumers, and
26 consumers will purchase products they otherwise would not have purchased
27 because they will be unable to determine whether they are actually receiving a
28 discount.

1 **Second Cause of Action**

2 **Violation of California’s False Advertising Law**

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

4 **(By Plaintiff Against Defendants on Behalf of Herself and the Class)**

5 72. Plaintiff repeats and re-alleges the allegations contained in every
6 preceding paragraph as if fully set forth herein.

7 73. The California False Advertising Law, codified at California Business
8 & Professions Code sections 17500, *et seq.* (the “FAL”) provides, in relevant part,
9 that it is unlawful for any corporation, with intent directly or indirectly to dispose
10 of personal property, to make or disseminate in any “manner or means whatever,
11 including over the Internet, any statement, concerning that . . . personal property .
12 . . which is untrue or misleading, and which is known, or which by the exercise of
13 reasonable care should be known, to be untrue or misleading[.]” Cal. Bus. & Prof.
14 Code § 17500.

15 74. Similarly, the FAL provides, in relevant part, that “no price shall be
16 advertised as a former price of any advertised thing, unless the alleged former price
17 was the prevailing market price . . . within three months next immediately
18 preceding the publication of the advertisement or unless the date when the alleged
19 former price did prevail is clearly, exactly, and conspicuously stated in the
20 advertisement.” Cal Bus. & Prof. Code § 17501.

21 75. Here, Defendants routinely disseminated on their website false
22 Reference Prices for the products offered for sale on their website, including to
23 Plaintiff. Such statements of Defendants were untrue, or at the very least, were
24 misleading. Among other things, Defendants rarely, if ever, offered Arhaus’s
25 products on their website at the Reference Prices displayed in connection with their
26 products. Further, Defendants rarely, if ever, offered Arhaus’s products on their
27 website at the Reference Prices within the three months immediately preceding the
28 publication of the Reference Prices. Defendants therefore misled customers,

1 including Plaintiff, into believing that the Reference Prices are, or were, genuine
2 former prices and that the “sale” prices relative to the published Reference Prices,
3 in fact, reflected real and substantial discounts. Defendants’ deceptive marketing
4 practice gave consumers the false impression that their products were regularly sold
5 for a substantially higher price in the recent past than they actually were and thus
6 led to the false impression that Defendants’ products were worth more than they
7 actually were.

8 76. Defendants engaged in this deceptive conduct with the intent to
9 dispose of personal property—namely, with the intent to increase sales of Arhaus’s
10 products offered by Defendants on their website and retail locations.

11 77. Defendants knew, or by the exercise of reasonable care should have
12 known, that their dissemination of Reference Prices for Arhaus products sold on
13 their website was untrue and/or misleading. Among other things, Defendants
14 represented the Reference Prices in connection with Arhaus products sold on their
15 website even though they knew, or in the exercise of reasonable care should have
16 known, that such products had rarely, if ever, sold at the crossed-out Reference
17 Prices.

18 78. As a direct and proximate result of Defendants’ misleading and false
19 advertisements, Plaintiff and members of the Class have suffered injury in fact and
20 have lost money. As such, Plaintiff requests that this Court order Defendants to
21 restore this money to Plaintiff and all members of the Class, and to enjoin
22 Defendants from continuing their false and misleading advertising practices in
23 violation of California law in the future. Otherwise, Plaintiff, members of the Class,
24 and the broader general public will be irreparably harmed and/or denied an
25 effective and complete remedy.

26 **Third Cause of Action**

27 **Violation of the California Consumer Legal Remedies Act,**

28 **Cal. Civ. Code §§ 1750, *et seq.***

1 **(By Plaintiff Against Defendants on Behalf of Herself and the Class)**

2 79. Plaintiff repeats and re-alleges the allegations contained in every
3 preceding paragraph as if fully set forth herein.

4 80. The Consumer Legal Remedies Act of 1970, Cal. Civ. Code §§ 1750,
5 *et seq.* (the “CLRA”) is a California consumer protection statute which allows
6 plaintiffs to bring private civil actions for “unfair methods of competition and
7 unfair or deceptive acts or practices undertaken by any person in a transaction . . .
8 which results in the sale or lease of goods or services to any consumer.” Cal. Civ.
9 Code § 1770(a). The purposes of the CLRA are “to protect consumers against
10 unfair and deceptive business practices and to provide efficient and economical
11 procedures to secure such protection.” Cal. Civ. Code § 1760.

12 81. Plaintiff and each member of the Class are “consumers” as defined by
13 California Civil Code section 1761(d). Defendants’ sale of Arhaus products on
14 their website to Plaintiff and the Class were “transactions” within the meaning of
15 California Civil Code section 1761(e). The products purchased by Plaintiff and the
16 Class are “goods” within the meaning of California Civil Code section 1761(a).

17 82. Defendants violated and continue to violate the CLRA by engaging in
18 the following practices prohibited by California Civil Code section 1770(a) in
19 transactions with Plaintiff and the Class which were intended to result in, and did
20 result in, the sale of Arhaus-branded products:

21 (1) Advertising goods or services with the intent not to sell them as
22 advertised; and

23 (2) Making false or misleading statements of fact concerning
24 reasons for, the existence of, or amounts of price reductions.

25 Cal. Civ. Code §§ 1770(a)(9) & (13).

26 83. With regards to section 1770(a)(9), Defendants advertised and
27 represented their branded products on their website with the “intent not to sell”
28 them as advertised because, among other things the false Reference Prices

1 advertised in connection with products offered on their website misled and continue
2 to mislead customers into believing the merchandise was previously offered for
3 sale and/or sold at the higher Reference Prices for some reasonably substantial
4 period of time.

5 84. With regards to section 1770(a)(13), Defendants made false or
6 misleading statements of fact concerning the “existence of” and the “amounts of
7 price reductions” because, among other things no true price reductions existed—or
8 at the very least, any price reductions were exaggerated—in that Defendants’
9 products were rarely, if ever, previously offered for sale and/or sold at the higher
10 Reference Prices for a reasonably substantial period of time.

11 85. As to this cause of action, at this time, Plaintiff seeks only injunctive
12 relief at this time. Pursuant to Cal. Civ. Code § 1782, in conjunction with the filing
13 of this action, Plaintiff’s counsel is notifying Defendants by separate letter of the
14 particular violations of the CLRA and demanding that it correct or agree to correct
15 the actions described in this Complaint. If Defendants fail to do so, Plaintiff shall
16 amend her Complaint as of right (or otherwise seek leave to amend the Complaint)
17 to include compensatory and monetary damages to which Plaintiff and the Class is
18 entitled.

19 **Fourth Cause of Action**

20 **Fraudulent Concealment**

21 **(By Plaintiff Against Defendants on Behalf of Herself and the Class)**

22 86. Plaintiff repeats and re-alleges the allegations contained in every
23 preceding paragraph as if fully set forth herein.

24 87. Defendants uniformly disclosed some facts to Plaintiff and all
25 members of the Class during the Class Period in connection with their products,
26 and other items on their website. Namely, Defendants disclosed a Reference Price
27 for each item by displaying on the product description page for each product a
28 Reference Price substantially higher than the offered selling price, which is marked

1 down or discounted from the Reference Price by a significant discount.

2 88. Defendants, however, intentionally failed to disclose other facts,
3 making Defendants' disclosure deceptive. Specifically, Defendants failed to
4 disclose that Defendants rarely, if ever, previously offered for sale and/or sold their
5 products at the higher Reference Price for any reasonably substantial period of
6 time. As a result, Defendants deceived Plaintiff and the Class into believing that
7 they were purchasing items at a substantial markdown or discount when, in reality,
8 the false Reference Price and discounting practice artificially inflated the true
9 market value of the items they purchased.

10 89. As a separate basis for concealment, Defendants uniformly and
11 intentionally concealed from Plaintiff and all members of the Class that the items
12 they purchased from Defendants had rarely, if ever, been sold by Defendants in the
13 recent past at the substantially higher Reference Price displayed on Defendants'
14 website and/or in the prevailing market. These were facts known only to
15 Defendants that Plaintiff and the Class could not have discovered.

16 90. Plaintiff and the Class did not know of the concealed facts.

17 91. Defendants intended to deceive Plaintiff and the Class by concealing
18 the facts described above.

19 92. Had the omitted information been disclosed, Plaintiff reasonably
20 would have behaved differently. Among other things, Plaintiff would not have
21 purchased the items she purchased from Defendants, or, at the very least, she would
22 not have paid as much for the items as he ultimately did.

23 93. The omitted information was material and thus, reliance is presumed
24 on a class-wide basis. *Davis-Miller v. Auto. Club of S. Cal.*, 201 Cal.App.4th 106,
25 122 (2011). The omitted information related to the price of the items sold on
26 Defendants' website and whether Plaintiff was receiving a true and genuine
27 substantial discount or whether, instead, Plaintiff was being deceived into buying
28 products through a pricing scheme utilizing fake, artificially inflated former prices.

1 A reasonable person would plainly attach importance to matters affecting pricing
2 in determining his or her purchasing decision.

3 94. As a direct and proximate result of the above, Plaintiff and the Class
4 have been harmed and suffered damages in an amount to be proven at trial.

5 95. Defendants undertook these illegal acts intentionally or with
6 conscious disregard of the rights of Plaintiff and the Class, and did so with fraud,
7 malice, and/or oppression. Based on the allegations above, Defendants' actions
8 constituted fraud because Defendants intended to and did deceive and injure
9 Plaintiff and the Class. Based on the allegations above, Defendants' actions
10 constituted malice because Defendants acted with the intent to and did cause injury
11 to Plaintiff and the Class, and also because Defendants' deceptive conduct was
12 despicable and was done with a willful and knowing disregard of the rights of
13 Plaintiff and the Class. Based on the allegations above, Defendants' actions
14 constituted oppression because Defendants' deceptive conduct was despicable and
15 subjected Plaintiff and the Class to cruel and unjust hardship in knowing disregard
16 of their rights.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff Mariah Moses prays for relief and judgment in
19 favor of herself and the Classes as follows:

20 **On the First Cause of Action for Violations of the Unfair Competition Law**

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

22 A. For an order certifying that the action be maintained as a class action,
23 that Plaintiff be designated the class representative, and that undersigned counsel
24 be designated as class counsel.

25 B. For an award of equitable and declaratory relief.

26 C. For pre- and post-judgment interest and costs of suit incurred herein.

27 D. For attorneys' fees incurred herein pursuant to California Code of
28 Civil Procedure section 1021.5, or to the extent otherwise permitted by law.

1 E. For such other and further relief as the Court may deem just and
2 proper.

3 **On the Second Cause of Action for Violations of the False Advertising Law**
4 **(Cal. Bus. & Prof. Code §§ 17500, et seq.)**

5 A. For an order certifying that the action be maintained as a class action,
6 that Plaintiff be designated the class representative, and that undersigned counsel
7 be designated as class counsel.

8 B. For an injunction putting a stop to the deceptive and misleading
9 conduct described herein and ordering Defendants to correct their deceptive and
10 misleading advertising and pricing practices.

11 C. For an award of restitution and disgorgement of moneys paid that
12 Defendants obtained as a result of their unfair, deceptive, untrue, and misleading
13 advertising, all as described above.

14 D. For an award of equitable and declaratory relief.

15 E. For pre- and post-judgment interest and costs of suit incurred herein.

16 F. For attorneys' fees incurred herein pursuant to California Code of
17 Civil Procedure section 1021.5, or to the extent otherwise permitted by law.

18 G. For such other and further relief as the Court may deem just and
19 proper.

20 **On the Third Cause of Action for Violations of the Consumer Legal**
21 **Remedies Act (Cal. Civ. Code §§ 1750, et seq.)**

22 A. For an order certifying that the action be maintained as a class action,
23 that Plaintiff be designated the class representative, and that undersigned counsel
24 be designated as class counsel.

25 B. For an injunction putting a stop to the deceptive and misleading
26 conduct described herein and ordering Defendants to correct their deceptive and
27 misleading advertising and pricing practices.

28 C. For pre- and post-judgment interest and costs of suit incurred herein.

1 D. For attorneys’ fees incurred herein pursuant to California Civil Code
2 section 1780, or to the extent otherwise permitted by law.

3 E. For such other and further relief as the Court may deem just and
4 proper.

5 **On the Fourth Cause of Action for Fraudulent Concealment**

6 A. For an order certifying that the action be maintained as a class action,
7 that Plaintiff be designated the class representative, and that undersigned counsel
8 be designated as class counsel.

9 B. For compensatory damages in an amount to be proven at trial.

10 C. For pre- and post-judgment interest and costs of suit incurred herein.

11 D. For attorneys’ fees incurred herein pursuant to California Code of
12 Civil Procedure section 1021.5, or to the extent otherwise permitted by law.

13 E. For such other and further relief as the Court may deem just and
14 proper.

15 **DEMAND FOR JURY TRIAL**

16 Plaintiff, on behalf of herself and the Class, hereby demands a trial by jury
17 pursuant to Federal Rule of Civil Procedure 38(b) on all claims so triable.

18
19 DATED: April 2, 2024

Respectfully submitted,

20 **KJC LAW GROUP, A.P.C.**

21 By: /s/ Kevin J. Cole

22 Attorney for Plaintiff
23 *Mariah Moses*