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13  
 14 **UNITED STATES DISTRICT COURT**  
 15 **CENTRAL DISTRICT OF CALIFORNIA**

16 JUAN PLATA, individually  
 17 and on behalf of all others similarly  
 18 situated,

19 *Plaintiff,*

20 v.

21 LANDS' END, INC.,

22 *Defendant.*

23 Case No. 5:24-cv-00723

24 **CLASS ACTION COMPLAINT**

25 **DEMAND FOR JURY TRIAL**

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1 **I. Introduction.**

2 1. Advertised “sale” prices are important to consumers. Consumers are more  
3 likely to purchase an item if they know that they are getting a good deal. Further, if  
4 consumers think that a sale will end soon, they are likely to buy now, rather than wait,  
5 comparison shop, and buy something else.

6 2. While there is nothing wrong with a legitimate sale, a fake one—that is, one  
7 with made-up regular prices, made-up discounts, and made-up expirations—is deceptive  
8 and illegal.

9 3. Section 17500 of California’s False Advertising Law prohibits businesses  
10 from making statements they know or should know to be untrue or misleading. Cal. Bus.  
11 & Prof. Code § 17500. This includes statements falsely suggesting that a product is on  
12 sale, when it actually is not.

13 4. Moreover, Section 17501 of California’s False Advertising Law provides  
14 that “[n]o price shall be advertised as a former price ... unless the alleged former price  
15 was the prevailing market price ... within three months next immediately preceding” the  
16 advertising. Cal. Bus. & Prof. Code § 17501. So, in addition to generally prohibiting  
17 untrue and misleading fake discounts, it also specifically prohibits this particular flavor of  
18 fake discount (where the advertised former price is not the prevailing price during the  
19 specified timeframe).

20 5. In addition, California’s Consumer Legal Remedies Act prohibits  
21 “advertising goods or services with the intent not to sell them as advertised” and  
22 specifically prohibits “false or misleading statements of fact concerning reasons for,  
23 existence of, or amounts of price reductions.” Cal. Civ. Code § 1770(a)(9), (13).

24 6. Moreover, the Federal Trade Commission’s regulations prohibit false or  
25 misleading “former price comparisons,” for example, making up “an artificial, inflated  
26 price ... for the purpose of enabling the subsequent offer of a large reduction” off that  
27 price. 16 C.F.R. § 233.1. They also prohibit false or misleading “retail price  
28 comparisons” and “comparable value comparisons,” for example, ones that falsely

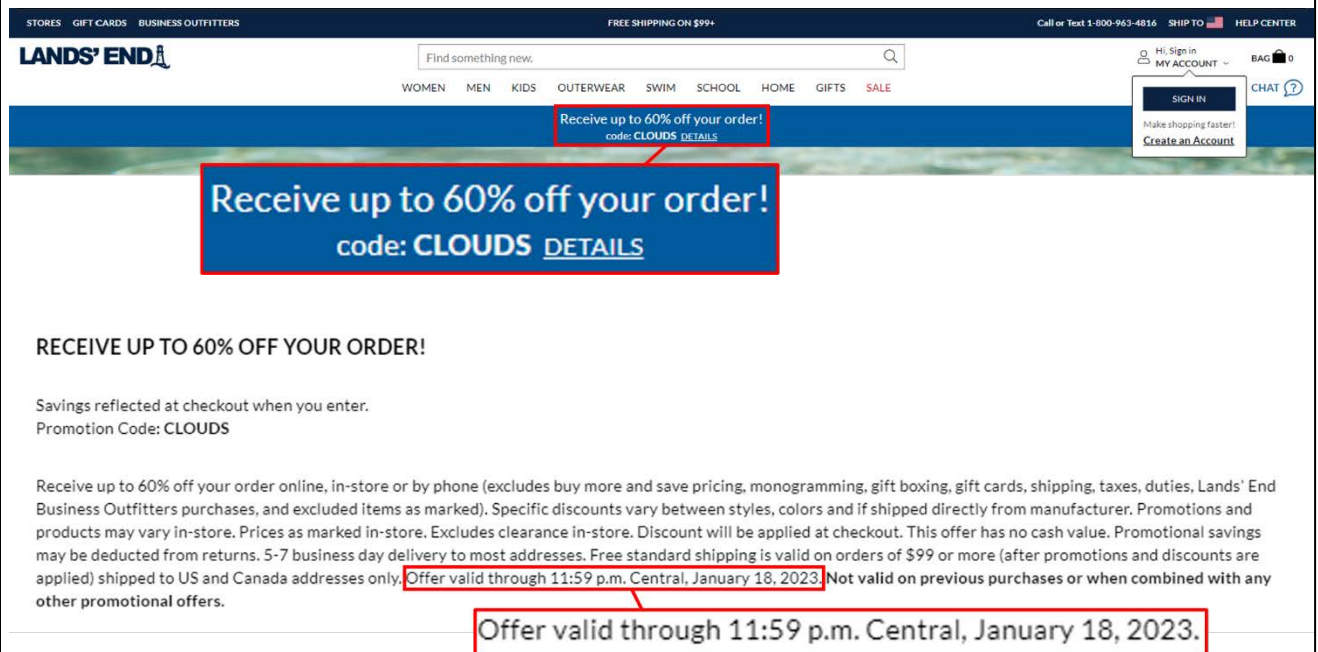
1 suggest that the seller is “offer[ing] goods at prices lower than those being charged by  
2 others for the same merchandise” when this is not the case. 16 C.F.R. § 233.1.

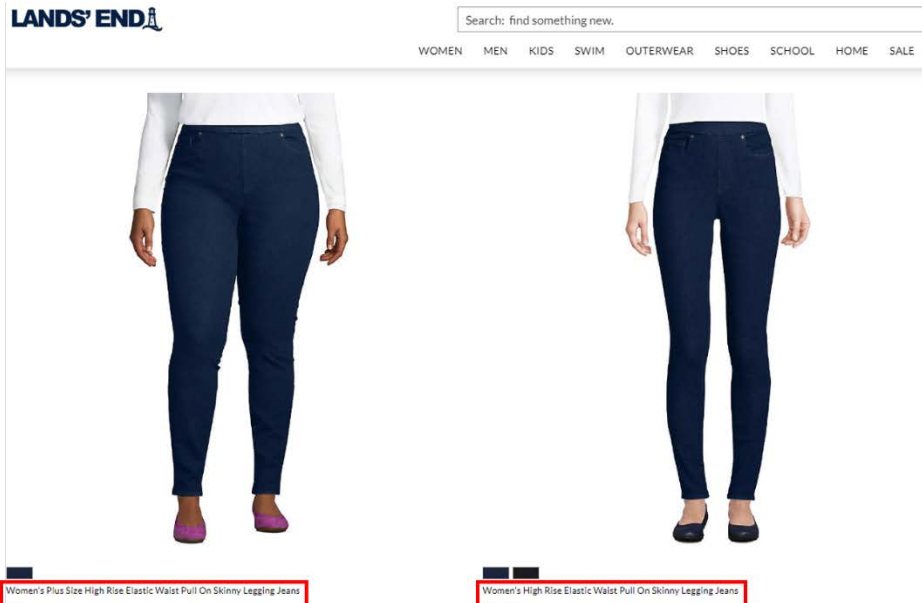
3 7. So, as numerous courts have found, fake sales violate these laws. They also  
4 violate California’s general prohibition on unlawful, unfair, and deceptive business  
5 practices. *See* Cal. Bus. & Prof. Code § 17200.

6 8. Defendant Lands’ End, Inc. (“Defendant” or “Lands’ End”) sells and  
7 markets clothing, shoes, and accessory products (“Lands’ End Products” or “Products”).

8 9. Defendant lists purported regular prices and advertises purported “limited  
9 time” discounts from those regular prices. These include discounts offering “up to X%  
10 off” that allegedly are only valid through a certain date. These discounts are made  
11 available by using a discount code, such as “CLOUDS” or are automatically applied to  
12 the Products sitewide. Defendant also advertises that its Products have a lower discount  
13 price as compared to a higher, regular price shown in grey and/or strikethrough font.

14 Examples are shown below:





Women's Plus Size High Rise Elastic Waist Pull On Skinny Legging Jeans  
~~\$57.97~~  
~~\$62.95~~  
 \$28.98 with code: MODERN

Women's High Rise Elastic Waist Pull On Skinny Legging Jeans  
~~\$57.97~~  
~~\$62.95~~  
 \$28.98 with code: MODERN

Women's Plus Size High Rise Elastic Waist Pull On Skinny Legging Jeans  
**\$57.97**  
~~\$62.95~~  
**\$28.98 with code: MODERN**

Women's High Rise Elastic Waist Pull On Skinny Legging Jeans  
**\$57.97**  
~~\$62.95~~  
**\$28.98 with code: MODERN**

ITEMS

**Hurry! Only a few left.**



**Women's Chlorine Resistant High Neck UPF 50 Sun Protection Modest Tankini Swimsuit Top**

~~\$69.95~~ **\$48.97 /QTY 1**  
**PROMO APPLIED!**

~~\$48.97~~  
**\$24.48**

ITEM #513786-6QX

SIZE: 4  
 COLOR: ALLSPICE FLORAL LEAF

Gift Box +\$7.00

[Edit](#) | [Remove](#) | [Save For Later](#)

10. Far from being time-limited, however, Defendant's discounts are constantly available. As a result, everything about Defendant's price and purported discount advertising is false. The regular prices Defendant advertises are not actually Defendant's regular prices, because Defendant's Products are consistently available for less than that. The purported discounts Defendant advertises are not the true discount the customer is

1 receiving, and are often not a discount at all. Nor are the purported discounts limited in  
2 time or expiring soon—quite the opposite, they are consistently available.

3 11. As described in greater detail below, Mr. Plata bought items from  
4 Defendant from its website, www.landsend.com. When Mr. Plata made his purchase,  
5 Defendant advertised that a sale was going on, and so Defendant represented that the  
6 Products Mr. Plata purchased were being offered at a steep discount from their  
7 purported regular prices that Defendant advertised. And based on Defendant’s  
8 representations, Mr. Plata believed that he was purchasing Products whose regular price  
9 and market value were the purported regular price that Defendant advertised, that he was  
10 receiving a substantial discount, and that the opportunity to get that discount was time-  
11 limited. These reasonable beliefs are what caused Mr. Plata to buy from Defendant when  
12 he did.

13 12. In truth, however, the representations Mr. Plata relied on were not true.  
14 The purported regular prices were not the true regular prices, the purported “discounts”  
15 were not the true discounts, and the discounts were ongoing—not time-limited. Had  
16 Defendant been truthful, Mr. Plata and other consumers like him would not have  
17 purchased the Products, or would have paid less for them.

18 13. Plaintiff brings this case for himself and the other customers who purchased  
19 Lands’ End Products.

## 20 **II. Parties**

21 14. Plaintiff Juan Plata is domiciled in Ontario, California.

22 15. The proposed class includes citizens of every state.

23 16. Defendant Lands’ End, Inc. is a Delaware company with its principal place  
24 of business at 1 Lands’ End Lane, Dodgeville, WI 53595.

## 25 **III. Jurisdiction and Venue.**

26 17. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2).  
27 The amount in controversy exceeds \$5,000,000, exclusive of interest and costs, and the  
28

1 matter is a class action in which one or more members of the proposed class are citizens  
2 of a state different from Defendant.

3 18. The Court has personal jurisdiction over Defendant because Defendant  
4 sold Lands' End Products to consumers in California, including to Plaintiff.

5 19. Venue is proper under 28 U.S.C. § 1391(b)(1) and 28 U.S.C. § 1391(d)  
6 because Defendant would be subject to personal jurisdiction in this District if this  
7 District were a separate state, given that Defendant sold Lands' End Products to  
8 consumers in this District, including Plaintiff. Venue is also proper under 28 U.S.C. §  
9 1391(b)(2) because a substantial part of Defendant's conduct giving rise to the claims  
10 occurred in this District, including Defendant's sale to Plaintiff.

11 **IV. Facts.**

12 **A. Defendant's fake prices and fake discounts.**

13 20. Defendant Lands' End manufactures, distributes, markets, and sells  
14 clothing, shoes, and accessory products.

15 21. Defendant creates the false impression that its Products' regular prices are  
16 higher than they truly are.

17 22. Defendant persistently advertises steep discounts on its Products. These  
18 discounts offer "X%" off the regular prices Defendant advertises. Even though in truth  
19 these discounts run in perpetuity, Defendant claims they are only valid through a certain  
20 time and date. And it advertises these discounts extensively: on an attention-grabbing  
21 banners; on products listing pages, next to images of each Product; on the individual  
22 product pages for each Product, and during checkout. Example screenshots are provided  
23 on the following pages:





Find something new.

WOMEN MEN KIDS OUTERWEAR SWIM SCHOOL HOME GIFTS SALE

Hi, Sign in MY ACCOUNT BAG 0

SIGN IN

HELP ?

Receive up to 60% off your order!  
code: FESTIVE DETAILS

Make shopping faster!  
Create an Account

Receive up to 60% off your order!  
code: FESTIVE DETAILS



# GREAT WINTER SAVINGS

- SHOP WOMEN'S
- SHOP MEN'S
- SHOP GIRLS'
- SHOP BOYS'
- SHOP HOME
- SHOP OUTERWEAR

Captured on January 3, 2022

STORES GIFT CARDS BUSINESS OUTFITTERS

FREE SHIPPING ON \$99+

Call or Text 1-800-963-4816 SHIP TO HELP



Find something new.

WOMEN MEN KIDS SWIM OUTERWEAR SCHOOL HOME SALE

Hi, Sign in MY ACCOUNT BAG 0

SIGN IN

HELP ?

Receive up to 40% off your order!  
code: WIND DETAILS

Make shopping faster!  
Create an Account

Receive up to 40% off your order!  
code: WIND DETAILS

STORES GIFT CARDS BUSINESS OUTFITTERS

FREE SHIPPING ON \$99+

Call or Text 1-800-963-4816 SHIP TO HELP



Find something new.

WOMEN MEN KIDS SWIM OUTERWEAR SCHOOL HOME SALE

Hi, Sign in MY ACCOUNT BAG 0

SIGN IN

HELP ?

Receive up to 40% off your order!

**RECEIVE UP TO 40% OFF YOUR ORDER!**

Savings reflected at checkout when you enter.  
Promotion Code: WIND

Receive up to 40% off your order online, in-store or by phone (excludes buy more and save pricing, monogramming, gift boxing, gift cards, shipping, taxes, duties, Lands' End Business Outfitters purchases, and excluded items as marked). Discount will be applied at checkout. This offer has no cash value. Promotional savings may be deducted from returns. 5-7 business day delivery to most addresses. Free standard shipping is valid on orders of \$99 or more (after promotions and discounts are applied) shipped to US and Canada addresses only. Offer valid through 11:59 p.m. Central, March 2, 2022. Not valid on previous purchases or when combined with any other promotional offers.

**Offer valid through 11:59 p.m. Central, March 2, 2022.**

Captured on March 4, 2022



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STORES GIFT CARDS BUSINESS OUTFITTERS FREE SHIPPING ON \$\$\$+ Call or Text 1-800-963-4816 SHIP TO HELP CENTER

LANDS' END let's get comfy. Find something new. Hi, Sign in MY ACCOUNT BAG SIGN IN Make shopping faster! Create an Account HELP

WOMEN MEN KIDS SWIM OUTERWEAR SCHOOL HOME GIFTS SALE

Receive up to 70% off your order!  
code: BRIGHT DETAILS

Receive up to 70% off your order!  
code: BRIGHT DETAILS

*Captured on June 2, 2022*

STORES GIFT CARDS BUSINESS OUTFITTERS FREE SHIPPING ON \$\$\$+ Call or Text 1-800-963-4816 SHIP TO HELP CENTER

LANDS' END let's get comfy. Find something new. Hi, Sign in MY ACCOUNT BAG SIGN IN Make shopping faster! Create an Account HELP

WOMEN MEN KIDS SWIM OUTERWEAR SCHOOL HOME GIFTS SALE

Receive up to 40% off your order!  
code: SCENIC DETAILS

Receive up to 40% off your order!  
code: SCENIC DETAILS

*Captured on August 18, 2022*

STORES GIFT CARDS BUSINESS OUTFITTERS FREE SHIPPING ON \$\$\$+ Call or Text 1-800-963-4816 SHIP TO HELP CENTER

LANDS' END let's get comfy. Find something new. Hi, Sign in MY ACCOUNT BAG SIGN IN Make shopping faster! Create an Account CHAT

WOMEN MEN KIDS SWIM OUTERWEAR SCHOOL HOME GIFTS SALE

Receive up to 50% off your order!  
code: SPOOKY DETAILS

Receive up to 50% off your order!  
code: SPOOKY DETAILS

*Captured October 26, 2022*

STORES GIFT CARDS BUSINESS OUTFITTERS FREE SHIPPING ON \$\$\$+ Call or Text 1-800-963-4816 SHIP TO HELP CENTER

LANDS' END let's get comfy. Find something new. Hi, Sign in MY ACCOUNT BAG SIGN IN Make shopping faster! Create an Account CHAT

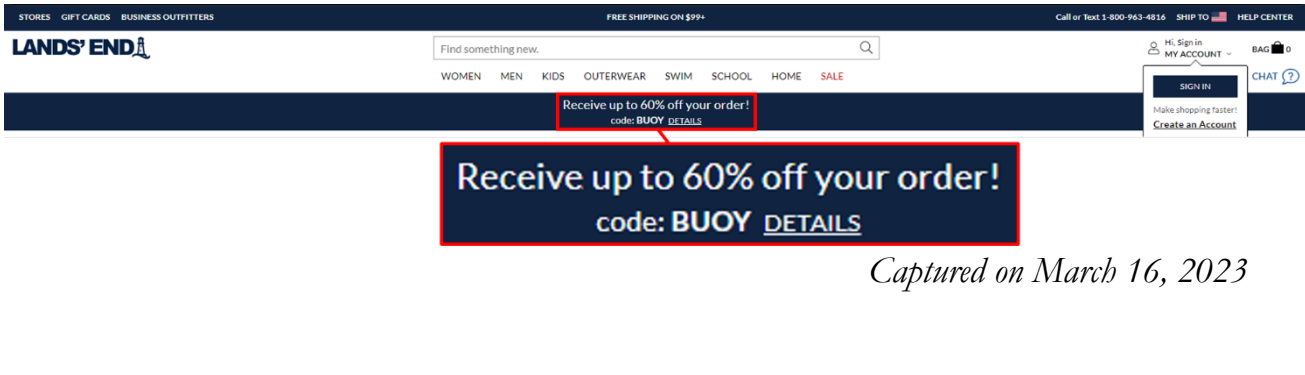
WOMEN MEN KIDS OUTERWEAR SWIM SCHOOL HOME GIFTS SALE

Receive up to 70% off your order!  
code: RIBBON DETAILS

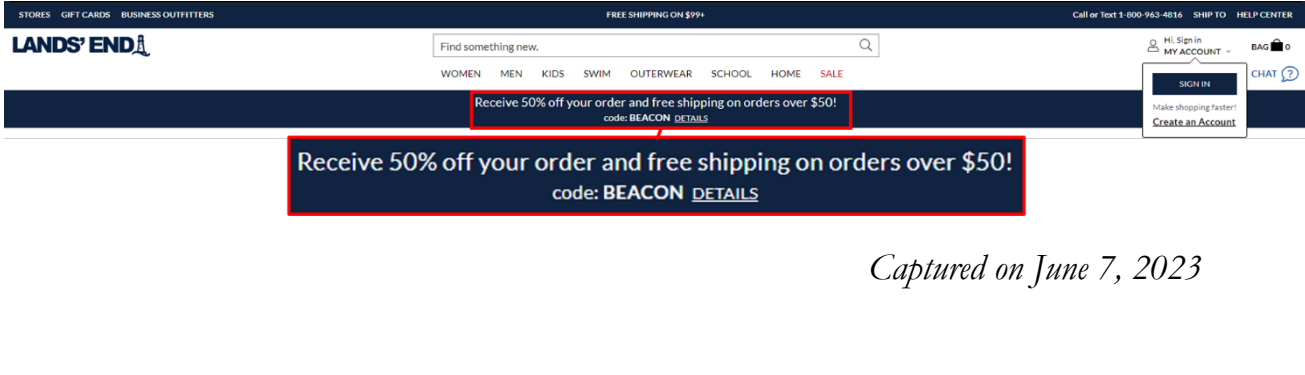
Receive up to 70% off your order!  
code: RIBBON DETAILS

*Captured December 24, 2022*

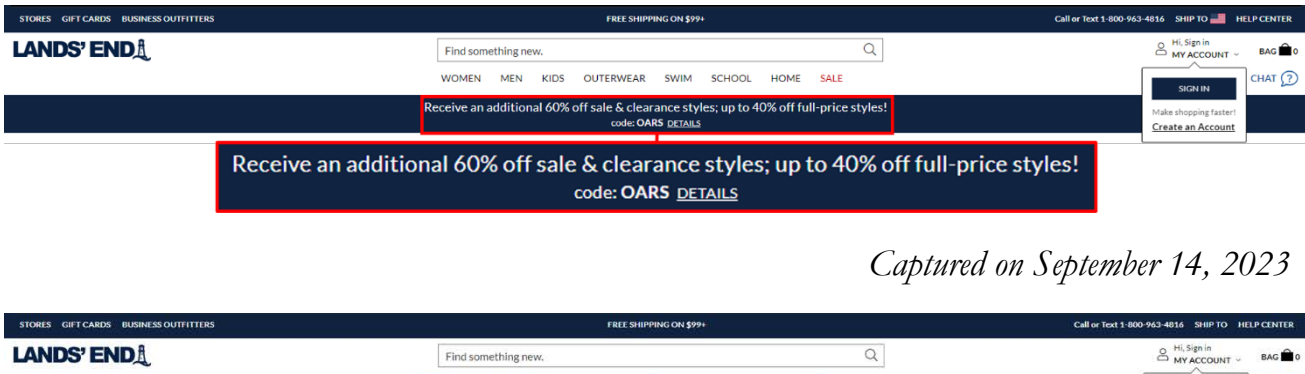
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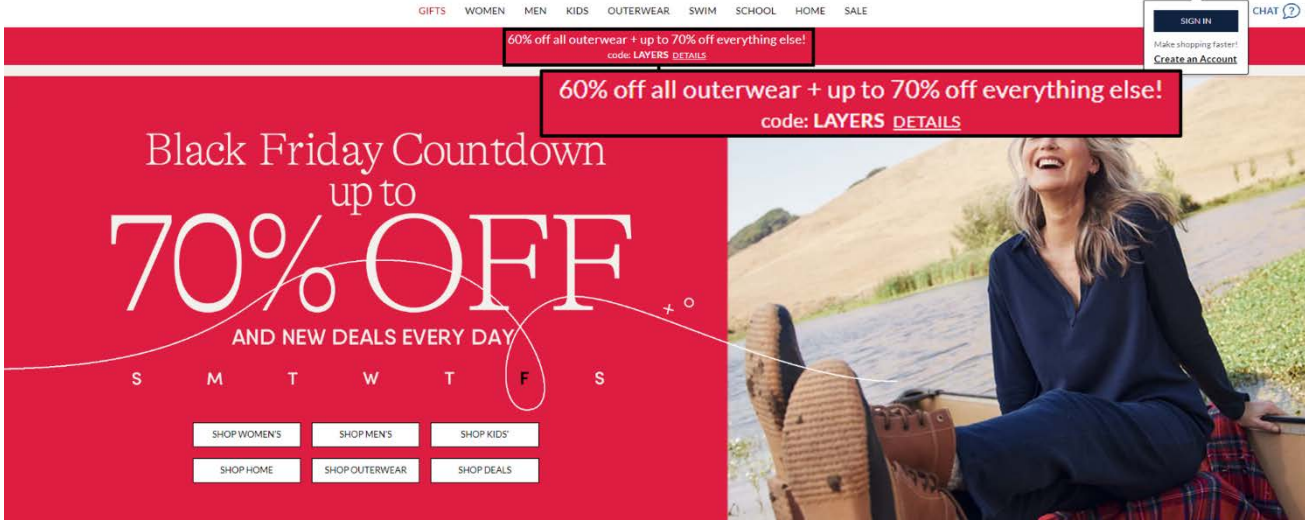
Captured on March 16, 2023



Captured on June 7, 2023



Captured on September 14, 2023



Captured on November 20, 2023

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STORES GIFT CARDS BUSINESS OUTFITTERS FREE SHIPPING ON \$\$\$+ Call or Text 1-800-963-4816 SHIP TO HELP CENTER

**LANDS' END** Search: find something new. Hi Sign in MY ACCOUNT BAG

WOMEN MEN KIDS SWIM OUTERWEAR SHOES SCHOOL HOME SALE EXPLORE TRACK ORDER | CHAT

Up to 40% off sitewide! code: **COLORFUL** DETAILS

KIDS' BACKPACKS (23)

All Products | Backpacks | Bags & Travel | Kids

Filter Options Sort by: Featured Bag Style Features Collection Color Customer Rating

Kids' ClassMate Large Backpack \$49.95 Starting at: \$29.97 with code: **COLORFUL** ★★★★★ 3.6 (157)

Kids' ClassMate Backpacks \$29.95 - \$59.95 Starting at: \$23.97 with code: **COLORFUL**

Kids' ClassMate Extra Large Backpack \$59.95 Starting at: \$35.97 with code: **COLORFUL**

Going Fast! Shop Our Best-of-Sale

*Captured on March 29, 2024*

Women's Embroidered Cotton Jersey Sleeveless Swim Cover-up Dress Lands' End \$39.95 Starting at: \$23.97 with code: **MARINA**

Women's Plus Size Long Sleeve Lightweight Cotton Modal Boatneck Lands' End \$74.95 Starting at: \$59.96 with code: **MARINA**

Women's Embroidered Cotton Jersey Sleeveless Swim Cover-up Dress  
Lands' End  
\$39.95  
Starting at: \$23.97 with code: **MARINA**

*Captured on September 12, 2023*

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Women's Expedition Down Waterproof Winter Parka  
\$334.95  
\$200.97 - \$234.46 with code: MODERN  
★★★★☆ 4.4 (362)

Women's Expedition Down Waterproof Winter Parka  
\$334.95  
\$200.97 - \$234.46 with code: MODERN  
★★★★☆ 4.4 (362)



Men's Squall Parka  
\$139.95  
\$83.97 - \$125.95 with code: MODERN

Men's Squall Parka  
\$139.95  
\$83.97 - \$125.95 with code: MODERN



Men's Expedition Waterproof Winter Down Jacket  
\$269.95  
\$215.96 - \$242.95 with code: MODERN  
★★★★☆ 4.1 (37)

Men's Expedition Waterproof Winter Down Jacket  
\$269.95  
\$215.96 - \$242.95 with code: MODERN  
★★★★☆ 4.1 (37)

Captured on March 27, 2024

Receive up to 60% off your order!  
code: PORT DETAILS



Women's Supima Cotton Short Sleeve Polo Shirt

Shop all Lands' End

\$44.95 ~~\$22.47~~ - \$35.96

PROMO APPLIED! ⓘ

Pay in 4 interest-free payments of \$8.99 [Learn more](#)

COLOR: WHITE/MUTED BLUE DITSY FLORAL



[Write a Review](#)

REGULAR PETITE TALL

SELECT SIZE

[Size Charts](#)

XS 2-4 S 6-8 M 10-12 L 14-16  
XL 18

Make it Personal ⓘ

- 1 + **ADD TO BAG**


[Check In-Store Availability](#)

Captured on March 28, 2023




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Up to 40% off sitewide!  
code: MODERN DETAILS



**Women's Supima Cotton Polo**  
Shop all [Lands' End](#)

~~\$39.95~~ \$16.97 - \$36.97  
**\$8.48 - \$18.48** WITH CODE: MODERN  
**ENDS TODAY!**  
[Click to apply promotion](#)  
Pay in 4 interest-free payments on purchases of \$30-\$1,500. [Learn more](#)

COLOR: WHITE/MUTED BLUE DITSY FLORAL  


★★★★★ 4.7 (1660) [Write a Review](#)

REGULAR PETITE TALL

SELECT SIZE [Size Charts](#)

XS 2-4 S 6-8 M 10-12 L 14-16 XL 18

What's My Size?

Make it Personal

- 1 + **ADD TO BAG**


OR

**PayPal** Buy Now

[Check In-Store Availability](#)


*Captured on March 27, 2024*

Up to 40% off sitewide!  
code: COLORFUL DETAILS



**Women's Supima Cotton Polo**  
Shop all [Lands' End](#)

~~\$39.95~~ \$16.97 - \$36.97  
**\$8.48 - \$18.48** WITH CODE: COLORFUL  
[Click to apply promotion](#)  
Pay in 4 interest-free payments on purchases of \$30-\$1,500. [Learn more](#)

COLOR: WHITE/MUTED BLUE DITSY FLORAL  


★★★★★ 4.7 (1660) [Write a Review](#)

REGULAR PETITE TALL

SELECT SIZE [Size Charts](#)

XS 2-4 S 6-8 M 10-12 L 14-16 XL 18

What's My Size?

Make it Personal

- 1 + **ADD TO BAG**

OR

**PayPal** Buy Now

[Check In-Store Availability](#)

*Captured on March 28, 2024*





1           26. To confirm that Defendant consistently offers discounts off of purported  
2 regular prices, Plaintiff's counsel performed an investigation of Defendant's advertising  
3 practices using the Internet Archive's Wayback Machine (available at [www.archive.org](http://www.archive.org)).<sup>1</sup>  
4 Defendant's sales have persisted for years.

5           27. Using these tactics, Defendant leads reasonable consumers to believe that  
6 they will get a discount on the Products they are purchasing if they purchase during the  
7 "limited time" promotion. In other words, it leads reasonable consumers to believe that  
8 if they buy now, they will get a Product worth X at a discounted, lower price Y. This  
9 creates a sense of urgency: buy now, and you will receive something worth more than you  
10 pay for it; wait, and you will pay more for the same thing later.

11           28. Based on Defendant's advertisements, reasonable consumers reasonably  
12 believe that the regular prices Defendant advertises are Defendant's former prices (that is,  
13 the price at which the goods were actually offered for sale before the limited-time offer  
14 went into effect). In other words, reasonable consumers reasonably believe that the  
15 regular prices Defendant advertises represent the amount that consumers formerly had to  
16 pay for Defendant's goods, before the limited-time sale began. Said differently,  
17 reasonable consumers reasonably believe that, prior to the supposedly time-limited sale,  
18 consumers had to pay the regular price to get the item and did not have the opportunity  
19 to get a discount from that regular price.

20           29. Reasonable consumers also reasonably believe that the regular prices  
21 Defendant advertises represent the true market value of the Products, and are the  
22 prevailing prices for those Products; and that they are receiving reductions from those  
23 regular prices in the amounts advertised. In truth, however, Defendant persistently offers  
24 discounts off the purportedly regular prices it advertises. As a result, everything about  
25 Defendant's price and purported discount advertising is false. The regular prices  
26 Defendant advertises are not actually Defendant's regular or former prices, or the  
27 prevailing prices for the Products Defendant sells, and do not represent the true market

---

28           <sup>1</sup> The Internet Archive, available at [archive.org](http://archive.org), is a library that archives web pages.  
<https://archive.org/about/>

1 value for the Products, because Defendant’s Products are consistently available for less  
2 than that, and customers did not have to formerly pay that amount to get those items.  
3 The purported discounts Defendant advertises are not the true discount the customer is  
4 receiving, and are often not a discount at all. Nor are the purported discounts limited in  
5 time or expiring soon—quite the opposite, they are consistently available.

6 **B. Defendant’s advertisements are unfair, deceptive, and unlawful.**

7 30. Section 17500 of California’s False Advertising Law prohibits businesses  
8 from making statements they know or should know to be untrue or misleading. Cal. Bus.  
9 & Prof. Code § 17500. This includes statements falsely suggesting that a product is on  
10 sale, when it actually is not.

11 31. Moreover, section 17501 of California’s False Advertising Law specifically  
12 provides that “[n]o price shall be advertised as a former price ... unless the alleged  
13 former price was the prevailing market price ... within three months next immediately  
14 preceding” the advertising. Cal. Bus. & Prof. Code § 17501.

15 32. In addition, California’s Consumer Legal Remedies Act prohibits  
16 “advertising goods or services with the intent not to sell them as advertised” and  
17 specifically prohibits “false or misleading statements of fact concerning reasons for,  
18 existence of, or amounts of price reductions.” Cal. Civ. Code § 1770(a)(9), (13).

19 33. In addition, the Federal Trade Commission’s regulations prohibit false or  
20 misleading “former price comparisons,” for example, making up “an artificial, inflated  
21 price ... for the purpose of enabling the subsequent offer of a large reduction” off that  
22 price. 16 C.F.R. § 233.1. They also prohibit false or misleading “retail price  
23 comparisons” and “comparable value comparisons,” for example ones that falsely  
24 suggest that the seller is “offer[ing] goods at prices lower than those being charged by  
25 others for the same merchandise” when this is not the case. 16 C.F.R. § 233.1.

26 34. And finally, California’s unfair competition law bans unlawful, unfair, and  
27 deceptive business practices. *See* Cal. Bus. & Prof. Code § 17200.

28

1           35. Here, as described in detail above, Defendant makes untrue and misleading  
2 statements about its prices. Defendant advertises regular prices that are not its true  
3 regular prices, or its former prices, and were not the prevailing market price in the three  
4 months immediately preceding the advertisement. In addition, Defendant advertised  
5 goods or services with the intent not to sell them as advertised, for example, by  
6 advertising goods having certain former prices and/or market values without the intent  
7 to sell goods having those former prices and/or market values. Defendant made false or  
8 misleading statements of fact concerning the reasons for, existence of, and amounts of  
9 price reductions, including the existence of steep discounts, and the amounts of price  
10 reductions resulting from those discounts. And Defendant engaged in unlawful, unfair,  
11 and deceptive business practices.

12           **C. Defendant’s advertisements harm consumers.**

13           36. Based on Defendant’s advertisements, reasonable consumers expect that the  
14 listed regular prices are the regular prices at which Defendant usually sells its Products;  
15 that these are former prices that Defendant sold its Products at before the time-limited  
16 discount was introduced.

17           37. Reasonable consumers also expect that, if they purchase during the sale,  
18 they will receive an item whose regular price and/or market value is the advertised regular  
19 price and that they will receive the advertised discount from the regular purchase price.

20           38. In addition, consumers are more likely to buy the product if they believe  
21 that the product is on sale and that they are getting a product with a higher regular price  
22 and/or market value at a substantial discount.

23           39. Consumers that are presented with discounts are substantially more likely to  
24 make the purchase. “Nearly two-thirds of consumers surveyed admitted that a  
25 promotion or a coupon often closes the deal, if they are wavering or are undecided on  
26 making a purchase.”<sup>2</sup> And, “two-thirds of consumers have made a purchase they weren’t  
27 originally planning to make solely based on finding a coupon or discount,” while “80%

28           <sup>2</sup> <https://www.invespcro.com/blog/how-discounts-affect-online-consumer-buying-behavior/>.

1 [of consumers] said they feel encouraged to make a first-time purchase with a brand that  
2 is new to them if they found an offer or discount.”<sup>3</sup>

3 40. Similarly, when consumers believe that an offer is expiring soon, the sense  
4 of urgency makes them more likely to buy a product.<sup>4</sup>

5 41. Thus, Defendant’s advertisements harm consumers by inducing them to  
6 make purchases based on false information. In addition, by this same mechanism,  
7 Defendant’s advertisements artificially increase consumer demand for Defendant’s  
8 Products. This puts upward pressure on the prices that Defendant can charge for its  
9 Products. As a result, Defendant can charge a price premium for its Products, that it  
10 would not be able to charge absent the misrepresentations described above. So, due to  
11 Defendant’s misrepresentations, Plaintiff and the class paid more for the Products they  
12 bought than they otherwise would have.

13 **D. Plaintiff was misled by Defendant’s misrepresentations.**

14 42. On November 16, 2022, Mr. Plata purchased various items including, a  
15 “Men’s Short Sleeve Cotton Linen Tee,” a pair of “Men’s Straight Fit Comfort-First  
16 Knockabout Chino Pants,” a “Men’s Squall Waterproof Winter Hat,” a “Men’s Regular  
17 Custom Embroidered Sweater Fleece Vest,” a pair of “Men’s Ultralight Slippers,” and a  
18 “Men’s Sweater Fleece Shirt Jacket” from Defendant’s website. He made this purchase  
19 while living in Ontario, California.

20 43. On November 16, 2022, Defendant represented on its website that a time-  
21 limited, “Receive up to 70% off your order” sitewide sale was running, which continued  
22 through the date of Mr. Plata’s purchase until “11:59 p.m. Central, November 23, 2022,”  
23 and that the sale applied to Mr. Plata’s order:

24  
25 \_\_\_\_\_  
26 <sup>3</sup> RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases  
27 Online, Especially Among Millennial Buyers (prnewswire.com).


28 <sup>4</sup> <https://cxl.com/blog/creating-urgency/> (addition of a countdown timer  
increased conversion rates from 3.4%-10%); Dynamic email content leads to 400%  
increase in conversions for Black Friday email | Adestra (uplandsoftware.com) (400%  
higher conversation rate for ad with countdown timer).

**RECEIVE UP TO 70% OFF YOUR ORDER!**

Savings reflected at checkout when you enter.  
 Promotion Code: SWEET

Receive up to 70% off your order online, in-store or by phone (excludes buy more and save pricing, monogramming, gift boxing, gift cards, shipping, taxes, duties, Lands' End Business Outfitters purchases, and excluded items as marked). Specific discounts vary between styles, colors and if shipped directly from manufacturer. Promotions and products may vary in-store. Prices as marked in-store. Excludes clearance in-store. Discount will be applied at checkout. This offer has no cash value. Promotional savings may be deducted from returns. 5-7 business day delivery to most addresses. Free standard shipping is valid on orders of \$99 or more (after promotions and discounts are applied) shipped to US and Canada addresses only. Offer valid through 11:59 p.m. Central, November 23, 2022. **Not valid on previous purchases or when combined with any other promotional offers.**

44. In the email order confirmation that Defendant sent to Mr. Plata, Defendant represented that the combined regular price of the 6 items purchased was \$226.88 plus tax, and that Mr. Plata was receiving a total discount of \$127.27 for the products that he purchased:

<p><b>Order Total = \$107.34</b>  <b>You saved \$127.27</b></p>		
ITEM		
	QTY	PRICE
	<p><b>Men's Short Sleeve Cotton Linen Tee</b></p> <p>Qty: 1</p>	<p><del>\$23.97</del>  <b>\$11.98</b></p>
	<p>Item# 529149-8M4</p> <p>Size: L</p> <p>Color: KHAKI</p> <p>This item is in stock.</p>	

Subtotal	\$226.88
Promotional Savings	-\$127.27
Shipping	FREE
Sales Tax	\$7.73
<b>ORDER TOTAL</b>	<b>\$107.34</b>

45. Defendant represented that the Products had a certain regular price and that Mr. Plata was receiving a substantial discount for the items that he purchased.

46. Mr. Plata read and relied on Defendant's representations on the website and email confirmation, specifically that the Products were being offered at a discount for a limited time and had the regular prices listed above. Based on Defendant's representations described and shown above, Mr. Plata reasonably understood that the Products he was purchasing regularly (and before the promotion Defendant was advertising) retailed at the published regular price, that this regular price was the market value of the Products that he was buying, that he was receiving the advertised discount as compared to the regular price, and that advertised discount was only available for a limited time (during the limited time promotion). He would not have made the purchase if he had known that the Products were not discounted as advertised, and that he was not receiving the advertised discount.

47. Plaintiff faces an imminent threat of future harm. Plaintiff would purchase Products from Defendant again in the future if he could feel sure that Defendant's regular prices accurately reflected Defendant's former prices and the market value of the Products, and that its discounts were truthful. But without an injunction, Plaintiff has no realistic way to know which—if any—of Defendant's regular prices, discounts, and sales are not false or deceptive. For example, while he could watch a sale until the countdown ends to see if the sale is permanent, doing so could result in him missing out on the sale (*e.g.*, if the sale is actually limited in time, and not permanent). Accordingly, Plaintiff is



1 unable to rely on Defendant's advertising in the future, and so cannot purchase Products  
2 he would like to purchase.

3 **E. Defendant breached its contract.**

4 48. When Mr. Plata purchased and paid for the Lands' End Products he bought  
5 as described above, he accepted offers that Defendant made, and thus, a contract was  
6 formed at the time that he made a purchase. The offer was to provide Products having a  
7 particular listed regular price and market value, and to provide that Product at the  
8 discounted price advertised on the website.

9 49. Defendant's website and email confirmations list the market value of the  
10 items that Defendant promised to provide (which are shown above). Defendant agreed  
11 to provide a discount equal to the difference between the regular prices listed by  
12 Defendant, and the prices paid by Mr. Plata (also shown above). For example,  
13 Defendant offered to provide (among other things) the "Men's Sweater Fleece Shirt  
14 Jacket" with a market value of \$49.97, for a discounted price of \$19.98; and to provide a  
15 discount of \$29.99.

16 50. The regular price and market value of the items Mr. Plata would receive,  
17 and the amount of the discount he would be provided off the regular price of those  
18 items, were specific and material terms of the contract.

19 51. Mr. Plata performed his obligations under the contract by paying for the  
20 items he purchased.

21 52. Defendant breached its contract by failing to provide Mr. Plata with  
22 Products that have a regular price and market value equal to the regular price displayed,  
23 and by failing to provide the discount it promised.

24 **F. No adequate remedy at law.**

25 53. Plaintiff seeks damages and, in the alternative, restitution. Plaintiff is  
26 permitted to seek equitable remedies in the alternative because he has no adequate  
27 remedy at law.

28

1           54. A legal remedy is not adequate if it is not as certain as an equitable  
2 remedy. The elements of Plaintiff's equitable claims are different and do not require the  
3 same showings as Plaintiff's legal claims. For example, Plaintiff's FAL claim under  
4 section 17501 (an equitable claim) is predicated on a specific statutory provision, which  
5 prohibits advertising merchandise using a former price if that price was not the prevailing  
6 market price within the past three months. Cal. Bus. & Prof. Code § 17501. Plaintiff  
7 may be able to prove these more straightforward factual elements, and thus prevail under  
8 the FAL, while not being able to prove one or more elements of his legal claims.

9           55. In addition, the remedies at law available to Plaintiff are not equally prompt  
10 or otherwise efficient. The need to schedule a jury trial may result in delay. And a jury  
11 trial will take longer, and be more expensive, than a bench trial.

#### 12 **V. Class action allegations.**

13           56. Plaintiff brings the asserted claims on behalf of the proposed class of:

- 14           • Nationwide Class: all persons who, within the applicable statute of  
15 limitations period, purchased one or more Lands' End Products advertised  
16 at a discount.
- 17           • California Subclass: all persons who, while in the state of California and  
18 within the applicable statute of limitations period, purchased one or more  
19 Lands' End Products advertised at a discount.

20           57. The following people are excluded from the class: (1) any Judge or  
21 Magistrate Judge presiding over this action and the members of their family; (2)  
22 Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in  
23 which the Defendant or its parents have a controlling interest and their current  
24 employees, officers, and directors; (3) persons who properly execute and file a timely  
25 request for exclusion from the class; (4) persons whose claims in this matter have been  
26 finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and  
27 Defendant's counsel, and their experts and consultants; and (6) the legal representatives,  
28 successors, and assigns of any such excluded persons.

1           ***Numerosity & Ascertainability***

2           58.     The proposed class contains members so numerous that separate joinder of  
3 each member of the class is impractical. There are tens or hundreds of thousands of  
4 class members.

5           59.     Class members can be identified through Defendant's sales records and  
6 public notice.

7           ***Predominance of Common Questions***

8           60.     There are questions of law and fact common to the proposed class.  
9 Common questions of law and fact include, without limitation:

10           (1) whether Defendant made false or misleading statements of fact in its  
11 advertisements;

12           (2) whether Defendant violated California's consumer protection statutes;

13           (3) whether Defendant committed a breach of contract;

14           (4) whether Defendant committed a breach of an express warranty;

15           (5) damages needed to reasonably compensate Plaintiff and the proposed class.

16           ***Typicality & Adequacy***

17           61.     Plaintiff's claims are typical of the proposed class. Like the proposed class,  
18 Plaintiff purchased the Lands' End Products advertised at a discount from Defendant.  
19 There are no conflicts of interest between Plaintiff and the class.

20           ***Superiority***

21           62.     A class action is superior to all other available methods for the fair and  
22 efficient adjudication of this litigation because individual litigation of each claim is  
23 impractical. It would be unduly burdensome to have individual litigation of millions of  
24 individual claims in separate lawsuits, every one of which would present the issues  
25 presented in this lawsuit.

1 **VI. Claims.**

2 **First Cause of Action:**

3 **Violation of California’s False Advertising Law Bus. & Prof. Code §§ 17500 &**  
4 **17501 et. seq.**

5 **(By Plaintiff and the California Subclass)**

6 63. Plaintiff incorporates each and every factual allegation set forth above.

7 64. Plaintiff brings this cause of action on behalf of himself and members of  
8 the California Subclass.

9 65. Defendant has violated Sections 17500 and 17501 of the Business and  
10 Professions Code.

11 66. Defendant has violated, and continues to violate, Section 17500 of the  
12 Business and Professions Code by disseminating untrue and misleading advertisements to  
13 Plaintiff and subclass members.

14 67. As alleged more fully above, Defendant advertises former prices along with  
15 discounts. Defendant does this, for example, by crossing out a higher price (*e.g.*, \$49.97)  
16 and displaying it next to a lower, discounted price. Reasonable consumers would  
17 understand prices denoted as regular prices from which time-limited discounts are  
18 calculated to denote “former” prices, *i.e.*, the prices that Defendant charged before the  
19 time-limited discount went into effect.

20 68. The prices advertised by Defendant are not Defendant’s regular prices. In  
21 fact, those prices are never Defendant’s regular prices (*i.e.*, the price you usually have to  
22 pay to get the product in question), because there is consistently a heavily-advertised  
23 promotion ongoing entitling consumers to a discount. Moreover, for the same reasons,  
24 those prices were not the former prices of the Products. Accordingly, Defendant’s  
25 statements about the former prices of its Products, and its statements about its discounts  
26 from those former prices, were untrue and misleading. In addition, Defendant’s  
27 statements that its discounts are “limited time” and only “valid” for a certain time period  
28 are false and misleading too.



1           76. Plaintiff and the subclass are “consumers,” as the term is defined by  
2 California Civil Code § 1761(d).

3           77. Plaintiff and the subclass have engaged in “transactions” with Defendant as  
4 that term is defined by California Civil Code § 1761(e).

5           78. The conduct alleged in this Complaint constitutes unfair methods of  
6 competition and unfair and deceptive acts and practices for the purpose of the CLRA,  
7 and the conduct was undertaken by Defendant in transactions intended to result in, and  
8 which did result in, the sale of goods to consumers.

9           79. As alleged more fully above, Defendant made and disseminated untrue and  
10 misleading statements of facts in its advertisements to subclass members. Defendant did  
11 this by using fake regular prices, i.e., regular prices that are not the prevailing prices, and  
12 by advertising fake discounts.

13           80. Defendant violated, and continues to violate, section 1770 of the California  
14 Civil Code.

15           81. Defendant violated, and continues to violate, section 1770(a)(5) of the  
16 California Civil Code by representing that Products offered for sale have characteristics  
17 or benefits that they do not have. Defendant represents that the value of its Products is  
18 greater than it actually is by advertising inflated regular prices and fake discounts for  
19 Products.

20           82. Defendant violated, and continues to violate, section 1770(a)(9) of the  
21 California Civil Code. Defendant violates this by advertising its Products as being  
22 offered at a discount, when in fact Defendant does not intend to sell the Products at a  
23 discount.

24           83. And Defendant violated, and continues to violate section 1770(a)(13) by  
25 making false or misleading statements of fact concerning reasons for, existence of, or  
26 amounts of, price reductions, including by (1) misrepresenting the regular price of  
27 Products, (2) advertising discounts and savings that are exaggerated or nonexistent, (3)  
28 misrepresenting that the discounts and savings are unusually large, when in fact they are



1 regularly available (4) misrepresenting the reason for the sale (*e.g.*, “Black Friday Sale,”  
2 when in fact the sale is ongoing and not limited to Black Friday).

3 84. Defendant’s representations were likely to deceive, and did deceive, Plaintiff  
4 and reasonable consumers. Defendant knew, or should have known through the exercise  
5 of reasonable care, that these statements were inaccurate and misleading.

6 85. Defendant’s misrepresentations were intended to induce reliance, and  
7 Plaintiff saw, read, and reasonably relied on them when purchasing Lands’ End Products.  
8 Defendant’s misrepresentations were a substantial factor in Plaintiff’s purchase decision.

9 86. In addition, subclass-wide reliance can be inferred because Defendant’s  
10 misrepresentations were material, *i.e.*, a reasonable consumer would consider them  
11 important in deciding whether to buy the Lands’ End Products.

12 87. Defendant’s misrepresentations were a substantial factor and proximate  
13 cause in causing damages and losses to Plaintiff and the subclass.

14 88. Plaintiff and the subclass were injured as a direct and proximate result of  
15 Defendant’s conduct because (a) they would not have purchased Lands’ End Products if  
16 they had known the discounts and/or regular prices were not real, (b) they overpaid for  
17 the Products because the Products were sold at a price premium due to the  
18 misrepresentation, and/or (c) they received products with market values lower than the  
19 promised market values.

20 89. Accordingly, pursuant to California Civil Code § 1780(a)(2), Mr. Plata, on  
21 behalf of himself and all other members of the subclass, seeks injunctive relief.

22 90. CLRA § 1782 NOTICE. On March 14, 2024, a CLRA demand was sent to  
23 Defendant’s registered agent via certified mail (return receipt requested), that provided  
24 notice of Defendant’s violations of the CLRA and demanded that Defendant correct the  
25 unlawful, unfair, false and/or deceptive practices alleged here. Defendant does not have  
26 a California headquarters. If Defendant does not fully correct the problem for Plaintiff  
27 and for each member of the California Subclass within 30 days of receipt, Plaintiff and  
28 the California Subclass will seek all monetary relief allowed under the CLRA.

1 91. A CLRA venue declaration is attached.

2 **Third Cause of Action:**

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

4 **(by Plaintiff and the California Subclass)**

5 92. Plaintiff incorporates each and every factual allegation set forth above.

6 93. Plaintiff brings this cause of action on behalf of himself and members of  
7 the California Subclass.

8 94. Defendant has violated California’s Unfair Competition Law (UCL) by  
9 engaging in unlawful, fraudulent, and unfair conduct (i.e., violating each of the three  
10 prongs of the UCL).

11 ***The Unlawful Prong***

12 95. Defendant engaged in unlawful conduct by violating the CLRA and FAL, as  
13 alleged above and incorporated here. In addition, Defendant engaged in unlawful  
14 conduct by violating the FTCA. The FTCA prohibits “unfair or deceptive acts or  
15 practices in or affecting commerce” and prohibits the dissemination of false  
16 advertisements. 15 U.S.C. § 45(a)(1). As the FTC’s regulations make clear, Defendant’s  
17 false pricing schemes violate the FTCA. 16 C.F.R. § 233.1, § 233.2.

18 ***The Deceptive Prong***

19 96. As alleged in detail above, Defendant’s representations that its Products  
20 were on sale, that the sale was limited in time, that the Products had a specific regular  
21 price, and that the customers were receiving discounts were false and misleading.

22 97. Defendant’s representations were misleading to Plaintiff and other  
23 reasonable consumers.

24 98. Plaintiff relied upon Defendant’s misleading representations and omissions,  
25 as detailed above.

26 ***The Unfair Prong***

27 99. As alleged in detail above, Defendant committed “unfair” acts by falsely  
28 advertising that its Products were on sale, that the sale was limited in time, that the

1 Products had a specific regular price, and that the customers were receiving discounts.

2 100. Defendant violated established public policy by violating the CLRA, the  
3 FAL, and the FTCA, as alleged above and incorporated here. The unfairness of this  
4 practice is tethered to a legislatively declared policy (that of the CLRA, the FAL, and the  
5 FTCA).

6 101. The harm to Plaintiff and the subclass greatly outweighs the public utility of  
7 Defendant's conduct. There is no public utility to misrepresenting the price of a  
8 consumer product. This injury was not outweighed by any countervailing benefits to  
9 consumers or competition. Misleading consumer products only injure healthy  
10 competition and harm consumers.

11 102. Plaintiff and the subclass could not have reasonably avoided this injury. As  
12 alleged above, Defendant's representations were deceptive to reasonable consumers like  
13 Plaintiff.

14 103. Defendant's conduct, as alleged above, was immoral, unethical, oppressive,  
15 unscrupulous, and substantially injurious to consumers.

16 \* \* \*

17 104. For all prongs, Defendant's representations were intended to induce  
18 reliance, and Plaintiff saw, read, and reasonably relied on them when purchasing Lands'  
19 End Products. Defendant's representations were a substantial factor in Plaintiff's  
20 purchase decision.

21 105. In addition, subclass-wide reliance can be inferred because Defendant's  
22 representations were material, i.e., a reasonable consumer would consider them important  
23 in deciding whether to buy Lands' End Products.

24 106. Defendant's representations were a substantial factor and proximate cause  
25 in causing damages and losses to Plaintiff and the subclass members.

26 107. Plaintiff and the subclass were injured as a direct and proximate result of  
27 Defendant's conduct because (a) they would not have purchased the Lands' End  
28

1 Products if they had known that they were not discounted, and/or (b) they overpaid for  
2 the Products because the Products were sold at the regular price and not at a discount.

3 **Fourth Cause of Action:**

4 **Breach of Contract**

5 **(by Plaintiff and the Nationwide Class)**

6 108. Plaintiff incorporates each and every factual allegation set forth above.

7 109. Plaintiff brings this cause of action on behalf of himself and the Nationwide  
8 Class. In the alternative, Plaintiff brings this cause of action on behalf of himself and the  
9 California Subclass.

10 110. Plaintiff and class members entered into contracts with Defendant when  
11 they placed orders to purchase Products from Defendant.

12 111. The contracts provided that Plaintiff and class members would pay  
13 Defendant for the Products purchased.

14 112. The contracts further required that Defendant provides Plaintiff and class  
15 members with Products that have a market value equal to the regular prices advertised.  
16 They also required that Defendant provide Plaintiff and class members with a discount  
17 equal to the difference between the price paid, and the regular prices advertised. These  
18 were specific and material terms of the contract.

19 113. The specific discounts were a specific and material term of each contract.

20 114. Plaintiff and class members paid Defendant for the Products they  
21 purchased, and satisfied all other conditions of their contracts.

22 115. Defendant breached its contracts with Plaintiff and class members by failing  
23 to provide Products that had a regular price, former price, and/or prevailing market value  
24 equal to the regular price advertised, and by failing to provide the promised discount.  
25 Defendant did not provide the discount that it had promised.

26 116. Plaintiff provided Defendant with notice of this breach of contract, by  
27 mailing a notice letter to Defendant's headquarters, on March 14, 2024.

28

1 117. As a direct and proximate result of Defendant's breaches, Plaintiff and class  
2 members were deprived of the benefit of their bargained-for exchange, and have suffered  
3 damages in an amount to be established at trial.

4 **Fifth Cause of Action:**

5 **Breach of Express Warranty**

6 **(by Plaintiff and the Nationwide Class)**

7 118. Plaintiff incorporates each and every factual allegation set forth above.

8 119. Plaintiff brings this cause of action on behalf of himself and the Nationwide  
9 Class. In the alternative, Plaintiff brings this cause of action on behalf of himself and the  
10 California Subclass.

11 120. Defendant, as the manufacturer, marketer, distributor, supplier, and/or  
12 seller of the Lands' End Products, issued material, written warranties by advertising that  
13 the Products had a prevailing market value equal to the regular price displayed. This was  
14 an affirmation of fact about the Products (i.e., a representation about the market value)  
15 and a promise relating to the goods.

16 121. This warranty was part of the basis of the bargain and Plaintiff and  
17 members of the class relied on this warranty.

18 122. In fact, the Lands' End Products' stated market value was not the prevailing  
19 market value. Thus, the warranty was breached.

20 123. Plaintiff provided Defendant with notice of this breach of warranty, by  
21 mailing a notice letter to Defendant's headquarters, on March 14, 2024.

22 124. Plaintiff and the class were injured as a direct and proximate result of  
23 Defendant's breach, and this breach was a substantial factor in causing harm, because (a)  
24 they would not have purchased Lands' End Products if they had known that the warranty  
25 was false, or (b) they overpaid for the Products because the Products were sold at a price  
26 premium due to the warranty.

1 **Sixth Cause of Action:**

2 **Quasi-Contract/Unjust Enrichment**

3 **(by Plaintiff and the Nationwide Class)**

4 125. Plaintiff incorporates each and every factual allegation in paragraphs 1-47,  
5 53-62 above.

6 126. Plaintiff brings this cause of action in the alternative to his Breach of  
7 Contract claim (Claim IV) on behalf of himself and the Nationwide Class. In the  
8 alternative, Plaintiff brings this claim on behalf of himself and the California Subclass.

9 127. As alleged in detail above, Defendant's false and misleading advertising  
10 caused Plaintiff and the class to purchase Lands' End Products and to pay a price  
11 premium for these Products.

12 128. In this way, Defendant received a direct and unjust benefit, at Plaintiff's  
13 expense.

14 129. (In the alternative only), due to Defendant's misrepresentations, its  
15 contracts with Plaintiff and other class members are voidable.

16 Plaintiff and the class seek restitution, and in the alternative, rescission.

17 **Seventh Cause of Action:**

18 **Negligent Misrepresentation**

19 **(by Plaintiff and the California Subclass)**

20 130. Plaintiff incorporates each and every factual allegation set forth above.

21 131. Plaintiff brings this cause of action on behalf of himself and members of  
22 the California Subclass.

23 132. As alleged more fully above, Defendant made false representations and  
24 material omissions of fact to Plaintiff and subclass members concerning the existence  
25 and/or nature of the discounts and savings advertised.

26 133. These representations were false.

27 134. When Defendant made these misrepresentations, it knew or should have  
28 known that they were false. Defendant had no reasonable grounds for believing that



1 these representations were true when made.

2 135. Defendant intended that Plaintiff and subclass members rely on these  
3 representations and Plaintiff and subclass members read and reasonably relied on them.

4 136. In addition, subclass-wide reliance can be inferred because Defendant's  
5 misrepresentations were material, i.e., a reasonable consumer would consider them  
6 important in deciding whether to buy the Lands' End Products.

7 137. Defendant's misrepresentations were a substantial factor and proximate  
8 cause in causing damages and losses to Plaintiff and subclass members.

9 138. Plaintiff and subclass members were injured as a direct and proximate result  
10 of Defendant's conduct because (a) they would not have purchased Lands' End Products  
11 if they had known that the representations were false, and/or (b) they overpaid for the  
12 Products because the Products were sold at a price premium due to the  
13 misrepresentation.

14 **Eighth Cause of Action:**

15 **Intentional Misrepresentation**

16 **(by Plaintiff and the California Subclass)**

17 139. Plaintiff incorporates each and every factual allegation set forth above.

18 140. Plaintiff brings this cause of action on behalf of himself and members of  
19 the California Subclass.

20 141. As alleged more fully above, Defendant made false representations and  
21 material omissions of fact to Plaintiff and subclass members concerning the existence  
22 and/or nature of the discounts and savings advertised.

23 142. These representations were false.

24 143. When Defendant made these misrepresentations, it knew that they were  
25 false at the time that it made them and/or acted recklessly in making the  
26 misrepresentations.

27 144. Defendant intended that Plaintiff and subclass members rely on these  
28 representations and Plaintiff and subclass members read and reasonably relied on them.

1           145. In addition, subclass-wide reliance can be inferred because Defendant's  
2 misrepresentations were material, i.e., a reasonable consumer would consider them  
3 important in deciding whether to buy the Lands' End Products.

4           146. Defendant's misrepresentations were a substantial factor and proximate  
5 cause in causing damages and losses to Plaintiff and subclass members.

6           147. Plaintiff and subclass members were injured as a direct and proximate result  
7 of Defendant's conduct because (a) they would not have purchased Lands' End Products  
8 if they had known that the representations were false, and/or (b) they overpaid for the  
9 Products because the Products were sold at a price premium due to the  
10 misrepresentation.

11 **VII. Relief.**

12           148. Plaintiff seeks the following relief for himself and the proposed class:

- 13           • An order certifying the asserted claims, or issues raised, as a class action;
- 14           • A judgment in favor of Plaintiff and the proposed class;
- 15           • Damages, treble damages, and punitive damages where applicable;
- 16           • Restitution;
- 17           • Rescission;
- 18           • Disgorgement, and other just equitable relief;
- 19           • Pre- and post-judgment interest;
- 20           • An injunction prohibiting Defendant's deceptive conduct, as allowed by  
21 law;
- 22           • Reasonable attorneys' fees and costs, as allowed by law;
- 23           • Any additional relief that the Court deems reasonable and just.

24 **VIII. Demand for Jury Trial.**

25           149. Plaintiff demands the right to a jury trial on all claims so triable.  
26  
27  
28

1 Dated: April 5, 2024

Respectfully submitted,

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