

1 Christin Cho (Cal. Bar No. 238173)  
2 christin@dovel.com  
3 Simon Franzini (Cal. Bar No. 287631)  
4 simon@dovel.com  
5 DOVEL & LUNER, LLP  
6 201 Santa Monica Blvd., Suite 600  
7 Santa Monica, California 90401  
8 Telephone: (310) 656-7066  
9 Facsimile: (310) 656-7069

10 *Attorneys for Plaintiff*

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

13 Sarah Gee, individually  
14 and on behalf of all others similarly  
15 situated,

16 *Plaintiff,*

17 v.

18 JW PEI, Inc.,

19 *Defendant.*

Case No. 8:25-cv-00243

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

21  
22  
23  
24  
25  
26  
27  
28

**Table of Contents**

1

2 I. Introduction..... 1

3 II. Parties. .... 4

4 III. Jurisdiction and Venue..... 4

5 IV. Facts..... 5

6 A. Defendant’s fake sales and discounts. .... 5

7 B. Defendant’s advertisements are unfair, deceptive, and unlawful ..... 11

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

9 E. Plaintiff was misled by Defendant’s misrepresentations. .... 14

10 F. Defendant breached its contract. .... 16

11 G. No adequate remedy at law. .... 17

12 V. Class Action Allegations..... 18

13 VI. Claims. .... 20

14 First Cause of Action: Violation of California’s False Advertising Law Bus.

15 & Prof. Code §§ 17500 & 17501 et. seq..... 20

16 Second Cause of Action: Violation of California’s Consumer Legal

17 Remedies Act (By Plaintiff and the California Subclass)..... 21

18 Third Cause of Action: Violation of California’s Unfair Competition Law..... 24

19 Fourth Cause of Action: Breach of Contract..... 26

20 Fifth Cause of Action: Breach of Express Warranty ..... 27

21 Sixth Cause of Action: Quasi-Contract/Unjust Enrichment ..... 27

22 Seventh Cause of Action: Negligent Misrepresentation..... 28

23 Eighth Cause of Action: Intentional Misrepresentation..... 29

24 VII. Relief..... 30

25

26

27

28

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. As the Federal Trade Commission advises in its *Guides Against Deceptive*  
10 *Pricing*, it is deceptive to make up “an artificial, inflated price ... for the purpose of  
11 enabling the subsequent offer of a large reduction” off that price. 16 C.F.R. § 233.1.

12 4. So, fake sales violate California’s general prohibition on unfair and  
13 deceptive business practices. *See* Cal. Bus. & Prof. Code § 17200.

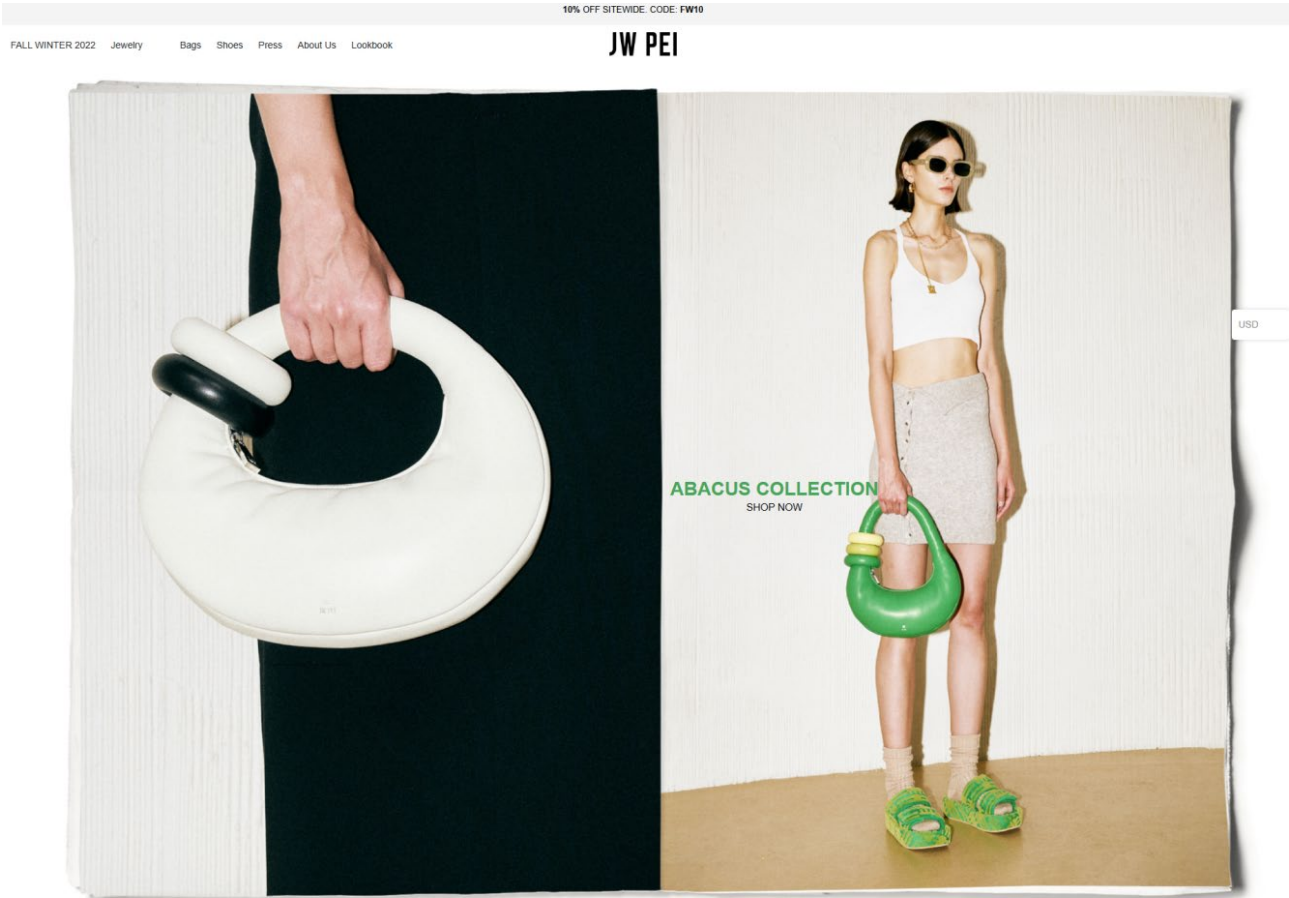
14 5. Moreover, California’s False Advertising Law specifically prohibits “false or  
15 misleading statements of fact concerning reasons for, existence of, or amounts of price  
16 reductions.” *E.g.*, Cal. Civ. Code § 1770(a)(13).

17 6. Likewise, California’s Consumer Legal Remedies Act provides that “No  
18 price shall be advertised as a former price ... unless the alleged former price was the  
19 prevailing market price ... within three months next immediately preceding” the  
20 advertising. Cal. Bus. & Prof. Code § 17501.

21 7. Defendant JW PEI, Inc. (“JW PEI” or “Defendant”) makes, sells, and  
22 markets clothing and accessories (the “JW PEI Products” or “Products”). The Products  
23 are sold online through Defendant’s website, [www.jwpei.com](http://www.jwpei.com).

24 8. On its website, Defendant lists purported regular prices and advertises  
25 purported discounts from those listed regular prices. These include discounts offering  
26 “up to X% off” and “X% off.” Examples are shown below:  
27  
28

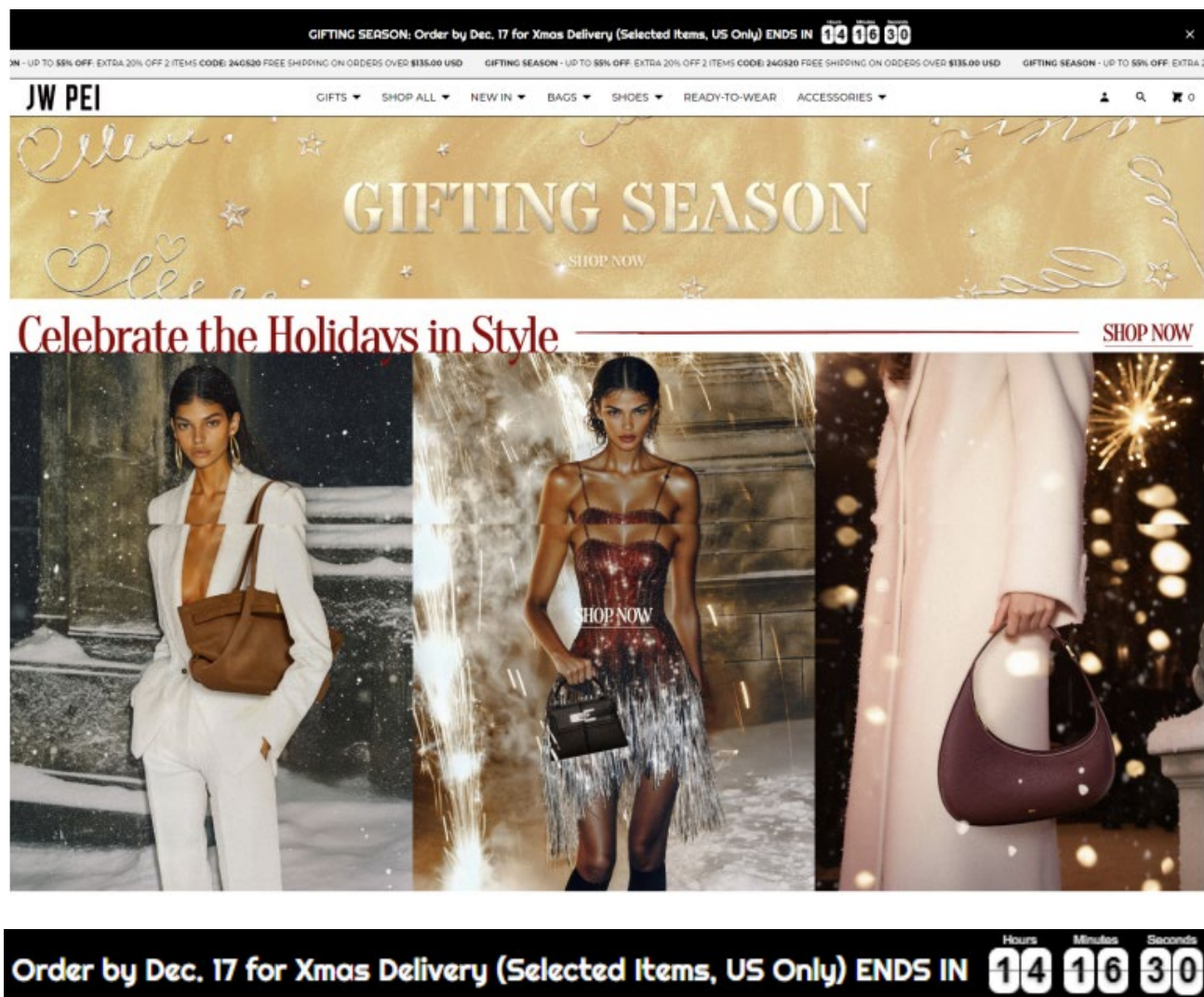
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



10% OFF SITEWIDE. CODE: FW10



Extra **15% Off** Sitewide. Code: **JWNY15**



9. Far from being time-limited, however, Defendant's discounts are *always* 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 *always* available for less than that. The purported discounts Defendant advertises are not the true discount the customer is receiving, and are often not a discount at all. Nor are the purported discounts limited time—quite the opposite, they are always available.

1           10. As described in greater detail below, Ms. Gee bought an item from  
2 Defendant from its website, www.jwpei.com. When Ms. Gee made her purchase,  
3 Defendant advertised that a sale was going on, and so Defendant represented that the  
4 Product Ms. Gee purchased was being offered at a steep discount from its purported  
5 regular price that Defendant advertised. And based on Defendant's representations, Ms.  
6 Gee believed that she was purchasing a Product whose regular price and market value  
7 was the purported regular price that Defendant advertised, that she was receiving a  
8 discount, and that the opportunity to get that discount was time-limited. These  
9 reasonable beliefs are what caused Ms. Gee to buy from Defendant when she did. But  
10 none of that was true. Defendant's published regular prices were not the prevailing  
11 regular prices. Had Defendant been truthful, Plaintiff and other consumers would not  
12 have purchased the Products or would have paid less for them.

13           11. In truth, however, the representations Ms. Gee relied on were not true.  
14 The purported regular prices were not the true regular prices that Defendant sells the  
15 products for, the purported discounts were not the true discounts, and the discounts  
16 were ongoing—not time-limited. Had Defendant been truthful, Ms. Gee and other  
17 consumers like her would not have purchased the Products, or would have paid less for  
18 them.

19           12. Plaintiff brings this case for herself and the other customers who purchased  
20 JW PEI Products.

## 21 **II. Parties.**

22           13. Plaintiff Sarah Gee is domiciled in Costa Mesa, CA.

23           14. The proposed class includes citizens of every state.

24           15. Defendant JW PEI, Inc. is a California corporation with its principal place  
25 of business at 17800 Castleton St., City of Industry, CA.

## 26 **III. Jurisdiction and Venue.**

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

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 17. The Court has personal jurisdiction over Defendant because Defendant  
4 sold JW PEI Products to consumers in California, including to Plaintiff.

5 18. 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 JW PEI Products to consumers  
8 in this District, including Plaintiff. Venue is also proper under 28 U.S.C. § 1391(b)(2)  
9 because a substantial part of Defendant’s conduct giving rise to the claims occurred in  
10 this District, including Defendant’s sale to Plaintiff.

11 **IV. Facts.**

12 **A. Defendant’s fake sales and discounts.**

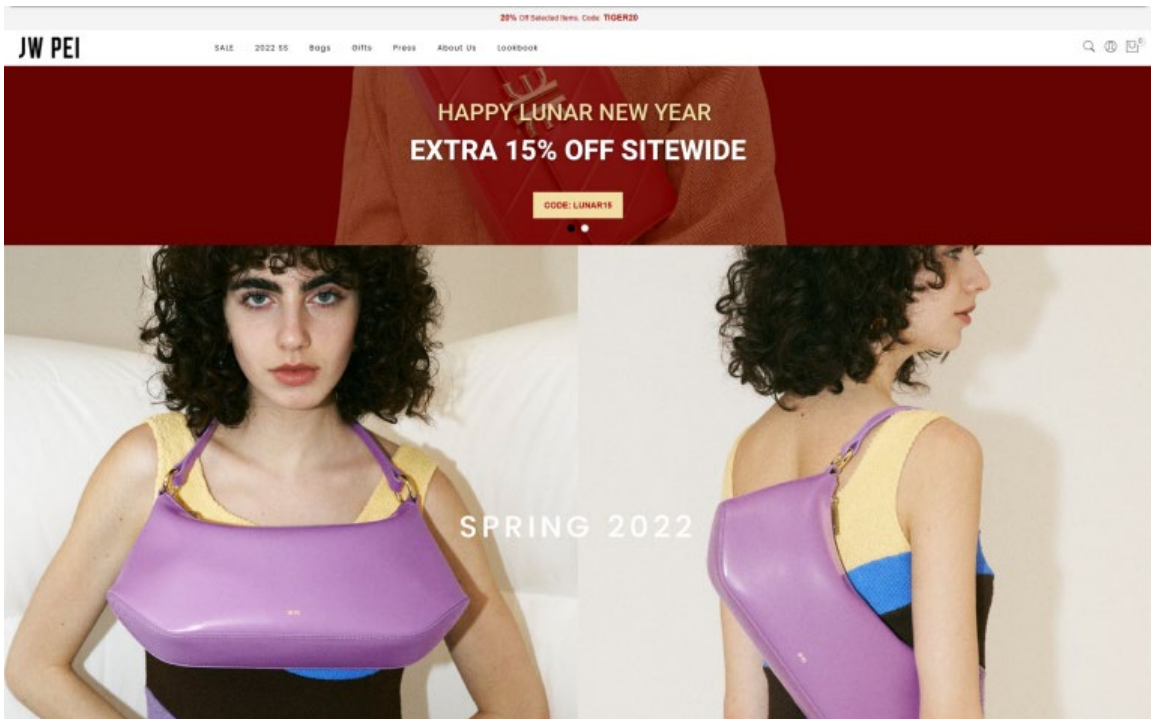
13 19. Defendant JW PEI manufactures, distributes, markets, and sells clothing  
14 and accessories. JW PEI sells its Products directly to consumers online, through its  
15 website, [www.jwpei.com](http://www.jwpei.com).

16 20. On its website, Defendant creates the false impression that its Products’  
17 regular prices are higher than they truly are.

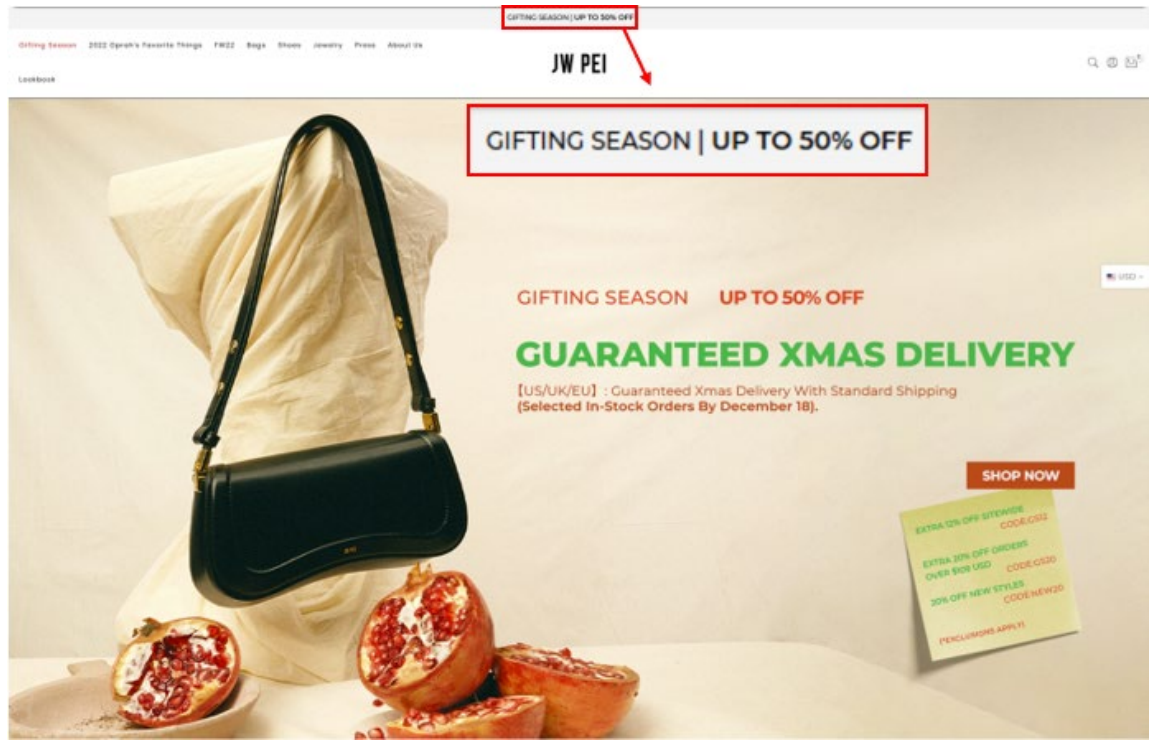
18 21. At any given time, on its website, Defendant advertises steep discounts on  
19 its Products. These discounts always offer “X%” off the listed regular prices Defendant  
20 advertises. Even though in truth these discounts run in perpetuity, Defendant claims  
21 they are limited time. And it advertises these discounts extensively: on attention-  
22 grabbing banners and during checkout. Example screenshots are provided on the  
23 following pages:

24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



Captured February 8, 2022



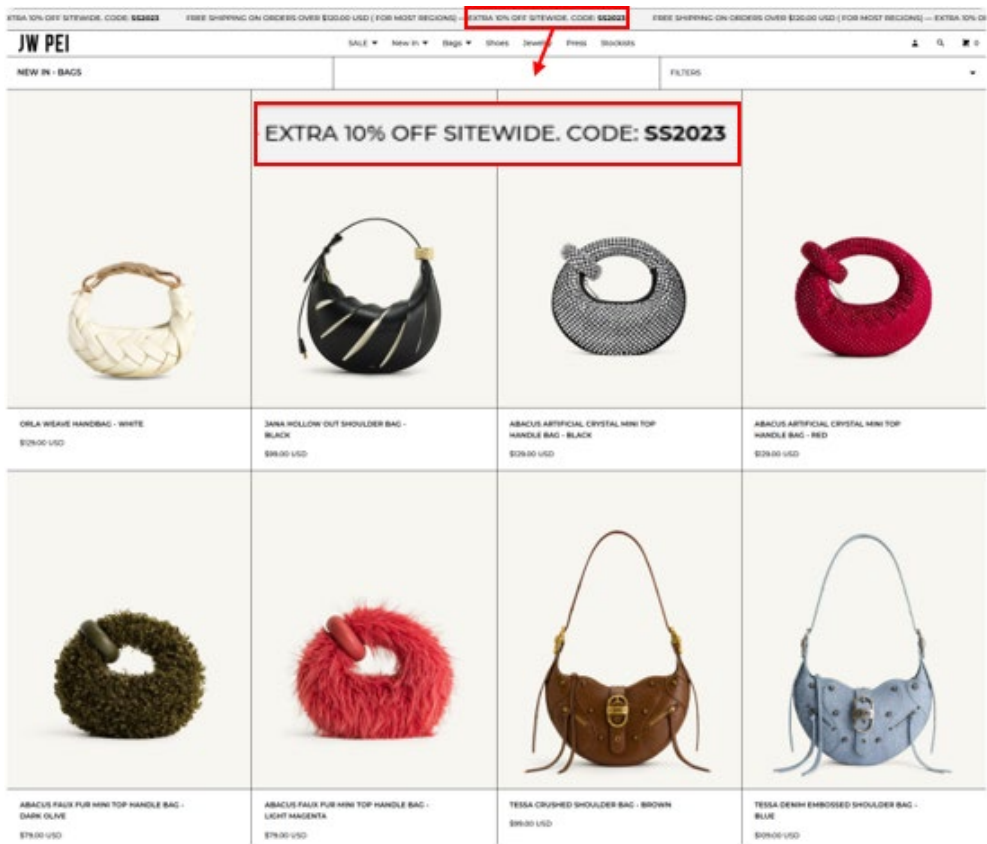
Captured December 17, 2022



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

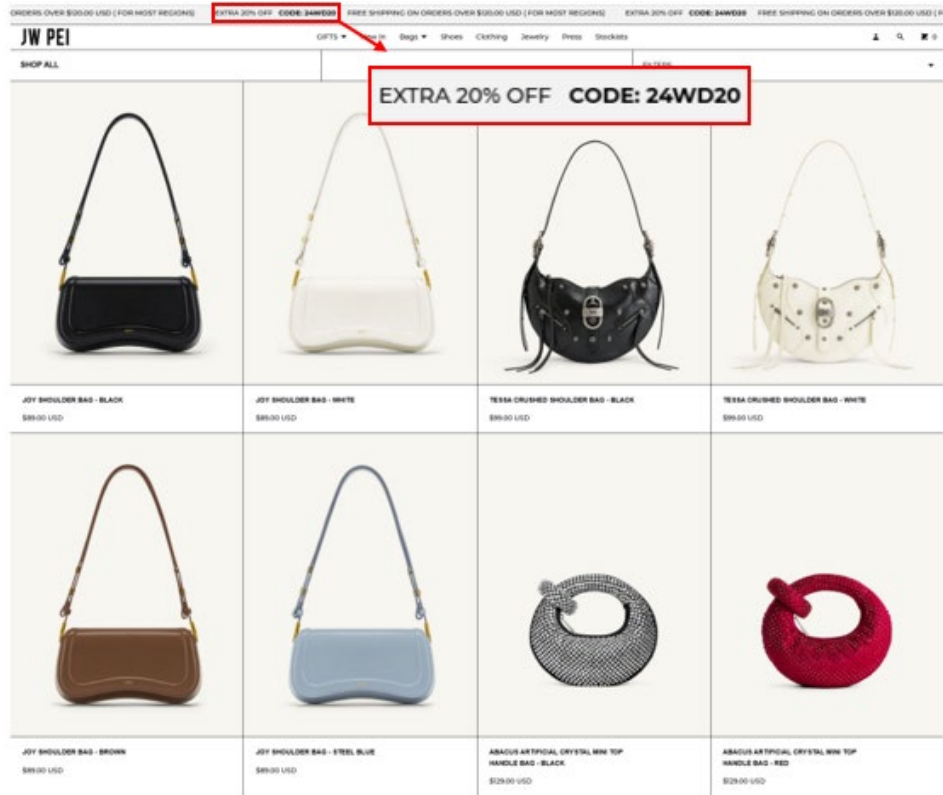


Captured June 29, 2023

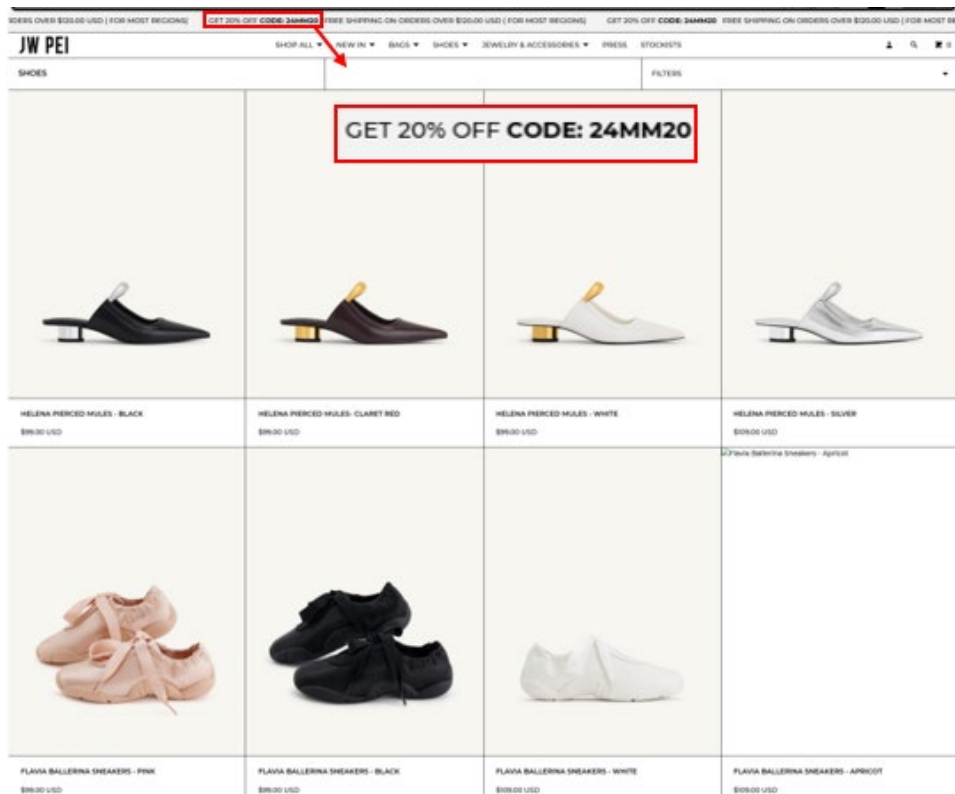


Captured June 28, 2023

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

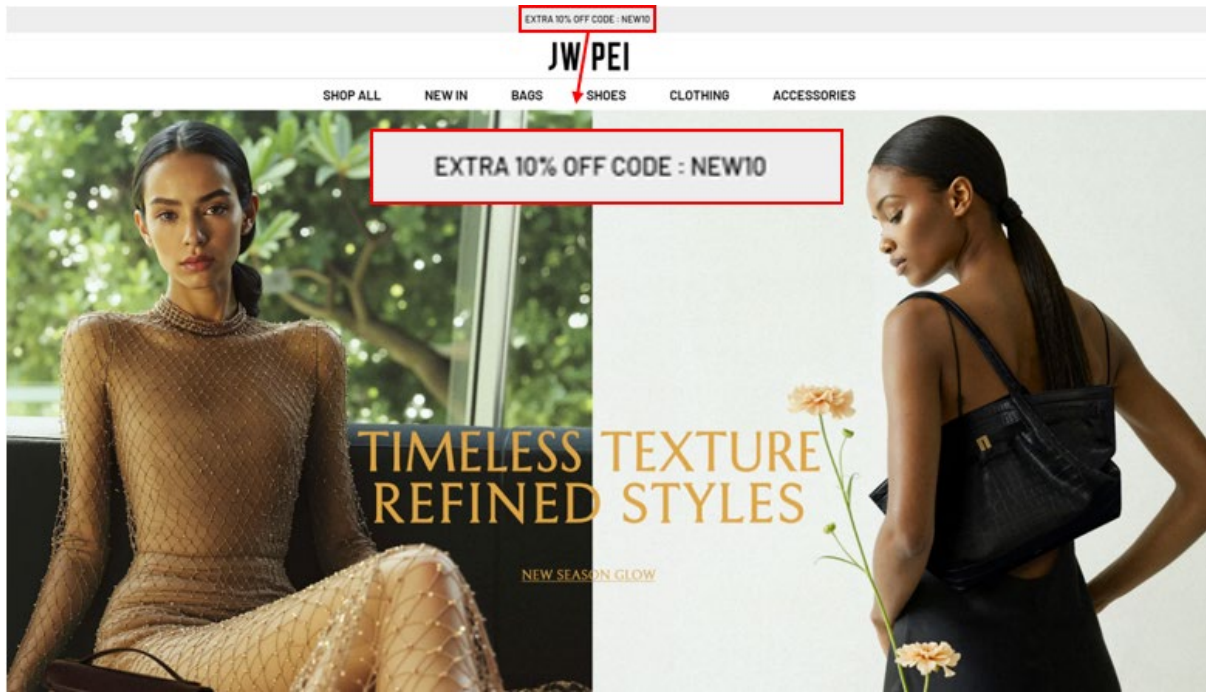


Captured March 4, 2024

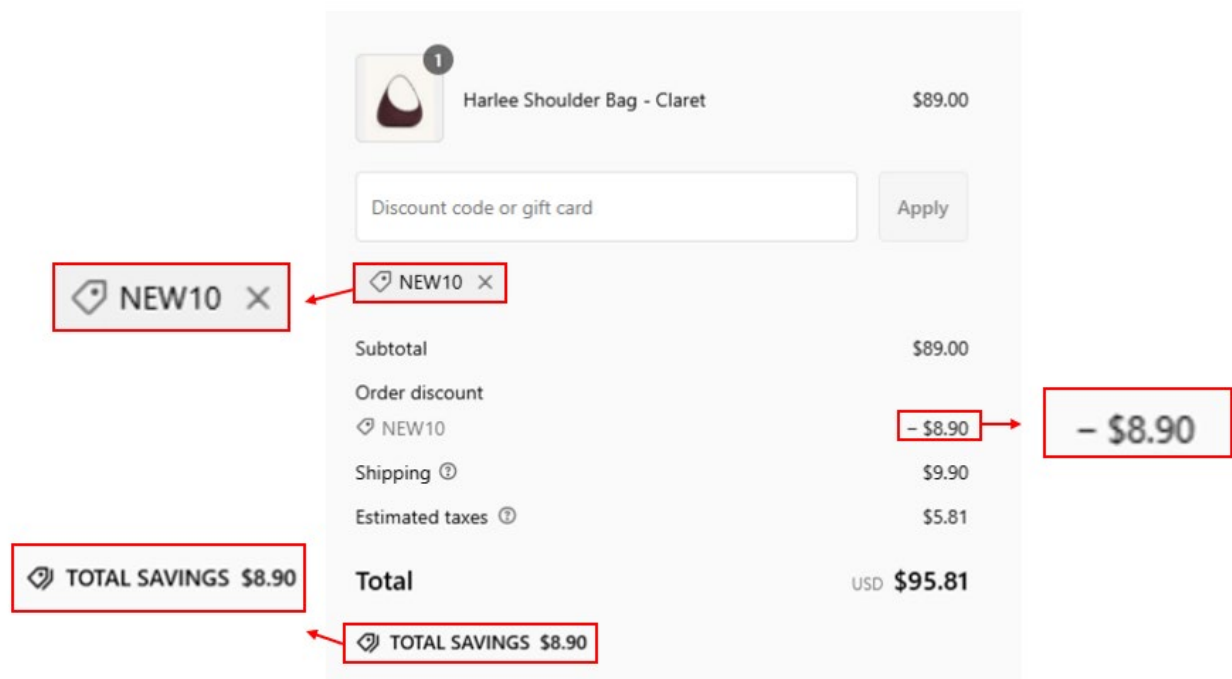


Captured May 25, 2024

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



Captured February 4, 2025

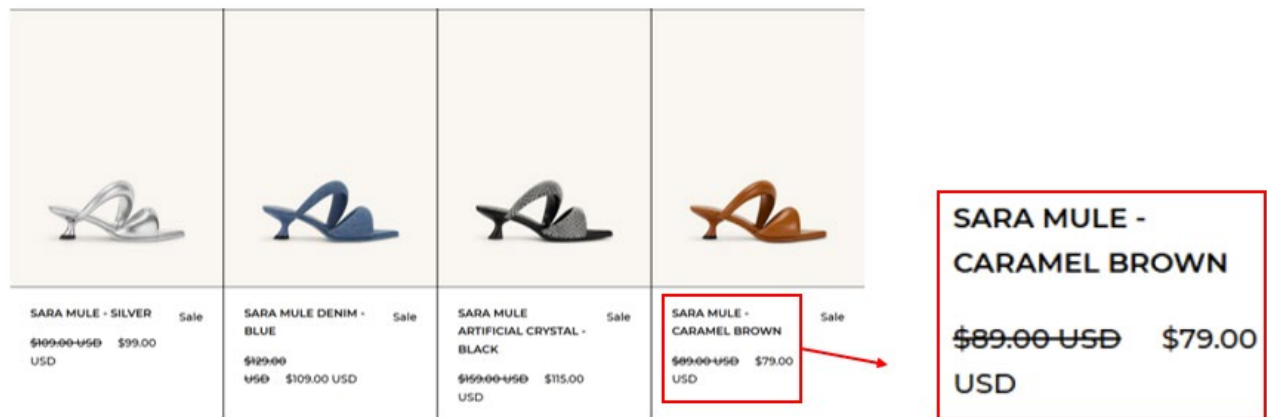


Captured February 4, 2025

22. To confirm that Defendant always offers discounts off of purported regular prices, Plaintiff’s counsel performed an investigation of Defendant’s advertising practices using the Internet Archive’s Wayback Machine (available at [www.archive.org](http://www.archive.org)).<sup>1</sup> Defendant’s sales have persisted continuously since at least January 17, 2022. Each of the product pages found displayed a purportedly limited-time discount.

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

24. Based on Defendant’s advertisements, reasonable consumers reasonably believe that the prices displayed in “strikethrough font” (e.g., “~~\$89.00~~”) are Defendant’s regular prices and former prices (that is, the price at which the goods were actually offered for sale on Defendant’s website before the limited-time offer went into effect):



*Captured September 9, 2023*

25. In other words, reasonable consumers reasonably believe that the listed strikethrough regular prices Defendant advertises represent the amount that consumers formerly had to pay on Defendant’s website for Defendant’s goods, before the limited-

<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 time sale began. Said differently, reasonable consumers reasonably believe that, prior to  
2 the supposedly time-limited sale, consumers buying from Defendant on its website had  
3 to pay the regular price to get the item and did not have the opportunity to get a  
4 discount from that regular price.

5         26. Reasonable consumers also reasonably believe that the listed regular prices  
6 Defendant advertises represent the true market value of the Products, and are the  
7 prevailing prices for those Products; and that they are receiving reductions from those  
8 listed regular prices in the amounts advertised. In truth, however, Defendant *always*  
9 offers discounts off the purported regular prices it advertises. As a result, everything  
10 about Defendant's price and purported discount advertising is false. The regular prices  
11 Defendant advertises are not actually Defendant's regular or former prices, or, as  
12 discussed below, the prevailing prices for the Products Defendant sells. And, the listed  
13 regular prices do not represent the true market value for the Products, because  
14 Defendant's Products are *always* available for less than that on Defendant's website, and  
15 customers did not have to formerly pay that amount to get those items. The purported  
16 discounts Defendant advertises are not the true discount the customer is receiving, and  
17 are often not a discount at all. Nor are the purported discounts limited time—quite the  
18 opposite, they are always available.

19         **B. Defendant's advertisements are unfair, deceptive, and unlawful**

20         27. Section 17500 of California's False Advertising Law prohibits businesses  
21 from making statements they know or should know to be untrue or misleading. Cal. Bus.  
22 & Prof. Code § 17500. This includes statements falsely suggesting that a product is on  
23 sale, when it actually is not.

24         28. Moreover, section 17501 of California's False Advertising Law specifically  
25 provides that “[n]o price shall be advertised as a former price ... unless the alleged  
26 former price was the prevailing market price ... within three months next immediately  
27 preceding” the advertising. Cal. Bus. & Prof. Code § 17501.

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

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

12           31. And finally, California’s unfair competition law bans unlawful, unfair, and  
13 deceptive business practices. See Cal. Bus. & Prof. Code § 17200.

14           32. Here, as described in detail above, Defendant makes untrue and misleading  
15 statements about its prices. Defendant advertises regular prices that are not its true  
16 regular prices, or its former prices, and were not the prevailing market price in the three  
17 months immediately preceding the advertisement. In addition, Defendant advertised  
18 goods or services with the intent not to sell them as advertised, for example, by  
19 advertising goods having certain former prices and/or market values without the intent  
20 to sell goods having those former prices and/or market values. Defendant made false or  
21 misleading statements of fact concerning the reasons for, existence of, and amounts of  
22 price reductions, including the existence of steep discounts, and the amounts of price  
23 reductions resulting from those discounts. And Defendant engaged in unlawful, unfair,  
24 and deceptive business practices.

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

26           33. Based on Defendant’s advertisements, reasonable consumers would expect  
27 that the listed regular prices are the regular prices at which Defendant usually sells its  
28

1 Products and that these are former prices that Defendant sold its Products at before the  
2 time-limited discount was introduced.

3 34. Reasonable consumers would also expect that, if they purchase during the  
4 sale, they will receive an item whose regular price and/or market value is the advertised  
5 regular price and that they will receive the advertised discount from the regular purchase  
6 price.

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

10 36. Consumers that are presented with discounts are substantially more likely  
11 to make the purchase. “Nearly two-thirds of consumers surveyed admitted that a  
12 promotion or a coupon often closes the deal, if they are wavering or are undecided on  
13 making a purchase.”<sup>2</sup> And, “two-thirds of consumers have made a purchase they  
14 weren’t originally planning to make solely based on finding a coupon or discount,” while  
15 “80% [of consumers] said they feel encouraged to make a first-time purchase with a  
16 brand that is new to them if they found an offer or discount.”<sup>3</sup>

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

19 38. Thus, Defendant’s advertisements harm consumers by inducing them to  
20 make purchases based on false information. In addition, by this same mechanism,

---

21  
22 <sup>2</sup> [https://www.invespcro.com/blog/how-discounts-affect-online-consumer-buying-  
23 behavior/](https://www.invespcro.com/blog/how-discounts-affect-online-consumer-buying-behavior/).

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

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

1 Defendant’s advertisements artificially increase consumer demand for Defendant’s  
 2 Products. This puts upward pressure on the prices that Defendant can charge for its  
 3 Products. As a result, Defendant can charge a price premium for its Products, that it  
 4 would not be able to charge absent the misrepresentations described above. So, due to  
 5 Defendant’s misrepresentations, Plaintiff and the class paid more for the Products they  
 6 bought than they otherwise would have.

7 **E. Plaintiff was misled by Defendant’s misrepresentations.**

8 39. On August 5, 2023, Defendant’s website advertised a “10%” sale on its  
 9 Products using the “SS2023” discount code:



13 *Captured August 5, 2023*

14 40. Reasonable consumers understood this to mean that, if they purchased  
 15 during the sale, they would receive an item whose regular price and/or market value is  
 16 the advertised regular price and that they would receive a 10% discount from the regular  
 17 price. But this is not true, because the items are always discounted.

18 41. For example, on October 3, 2023, Defendant’s website advertised the same  
 19 sale:



23 *Captured October 3, 2023*

24 42. On August 11, 2023, Ms. Gee purchased a “Joy Crushed Shoulder Bag -  
 25 Brown” from Defendant. She purchased the Product using the “2023BS15” discount  
 26 code from Defendant’s website, www.jwpei.com, while living in Costa Mesa, California.  
 27 When Ms. Gee made her purchase, Defendant’s website represented that the Joy  
 28 Crushed Shoulder Bag had a regular price of \$109.00:



Joy Crushed Shoulder Bag - Brown × 1		<del>\$109.00</del>
23BS15 (-\$16.35)		\$92.65
	Subtotal	\$92.65
<b>(-\$16.35)</b>	Shipping	\$9.90
	Taxes	\$6.72
	<b>Total</b>	<b>\$109.27 USD</b>
		You saved \$16.35

43. Ms. Gee’s invoice represented that she was receiving a discount off of the regular prices for the items that she ordered. The invoice represented that the regular price of the item purchased was \$109.27 total, plus tax, and that Ms. Gee was receiving a total discount of \$16.35 for the Product that she purchased. In short, Defendant represented that the Product had a certain regular price and that Ms. Gee was receiving a discount for the item that she purchased.

44. Ms. Gee read and relied on Defendant’s representations on the website, specifically that the Product was being offered at a discount and had the regular prices listed above. She relied on the regular price of “\$109.00,” the discounted price of “\$16.35,” and the representations that the sale was time-limited. Based on Defendant’s representations described and shown above, Ms. Gee reasonably understood that Defendant regularly (and before the promotion Defendant was advertising) sold the Product she was purchasing at the published regular price, that this regular price was the market value of the Product that she was buying, that she was receiving the advertised discount as compared to the regular price, and that advertised discount was only available during a limited time promotion. She would not have made the purchase if she had known that the Products were not discounted as advertised, and that she was not receiving the advertised discount.

1 45. In reality, as explained above, Defendant's products, including the Product  
2 that Ms. Gee purchased, are always available at a discounted price of off the purported  
3 regular prices. In other words, Defendant did not regularly sell the Product Ms. Gee  
4 purchased at the purported regular price, and the Product was not discounted as  
5 advertised. Plus, the sale was not limited time—Defendant's products are always on sale

6 46. Plaintiff faces an imminent threat of future harm. Plaintiff would purchase  
7 Products from Defendant again in the future if she could feel sure that Defendant's  
8 regular prices accurately reflected Defendant's former prices and the market value of the  
9 Products, and that its discounts were truthful. But without an injunction, Plaintiff has  
10 no realistic way to know which—if any—of Defendant's regular prices, discounts, and  
11 sales are not false or deceptive. For example, while she could watch Defendant's website  
12 for a sale on the day that it is supposed to end to see if the sale is permanent, doing so  
13 could result in her missing out on the sale (e.g., if the sale is actually limited in time, and  
14 not permanent). Accordingly, Plaintiff is unable to rely on Defendant's advertising in  
15 the future, and so cannot purchase Products she would like to purchase

16 **F. Defendant breached its contract.**

17 47. When Ms. Gee, and other members of the putative class, purchased and  
18 paid for the JW PEI Products that they bought as described above, they accepted offers  
19 that Defendant made, and thus, a contract was formed each time that they made  
20 purchases. Each offer was to provide Products having a particular listed regular price  
21 and market value, and to provide those Products at the discounted price advertised on  
22 the website.

23 48. Defendant's website and email confirmations list the market value of the  
24 items that Defendant promised to provide (which, for Ms. Gee, are shown above).  
25 Defendant agreed to provide a discount equal to the difference between the regular  
26 prices, and the prices paid by Ms. Gee and putative class members (also shown above  
27 for Ms. Gee). For example, Defendant offered to provide Ms. Gee (among other things)  
28 the Joy Crushed Shoulder Bag with a market value of \$109.00, and to provide a discount

1 of \$16.35. Defendant also warranted that the regular price and market value of the  
2 Product Ms. Gee purchased was the advertised list price and warranted that Ms. Gee was  
3 receiving a specific discount on the Product.

4 49. The regular price and market value of the items Ms. Gee and putative class  
5 members would receive, and the amount of the discount they would be provided off the  
6 regular price of those items, were specific and material terms of the contract. They were  
7 also affirmations of fact about the Products and a promise relating to the goods.

8 50. Ms. Gee and other members of the putative class performed their  
9 obligations under the contract by paying for the items they purchased.

10 51. Defendant breached its contract by failing to provide Ms. Gee and other  
11 members of the putative class with Products that have a regular price and market value  
12 equal to the regular price displayed, and by failing to provide the discount it promised.  
13 Defendants also breached warranties for the same reasons.

14 **G. No adequate remedy at law.**

15 52. Plaintiff seeks damages and, in the alternative, restitution. Plaintiff is  
16 permitted to seek equitable remedies in the alternative because she has no adequate  
17 remedy at law.

18 53. A legal remedy is not adequate if it is not as certain as an equitable remedy.  
19 The elements of Plaintiff's equitable claims are different and do not require the same  
20 showings as Plaintiff's legal claims. For example, Plaintiff's FAL claim under Section  
21 17501 (an equitable claim) is predicated on a specific statutory provision, which prohibits  
22 advertising merchandise using a former price if that price was not the prevailing market  
23 price within the past three months. Cal. Bus. & Prof. Code § 17501. Plaintiff may be  
24 able to prove these more straightforward factual elements, and thus prevail under the  
25 FAL, while not being able to prove one or more elements of her legal claims.

26 54. As a second example, to obtain damages under the CLRA, a plaintiff must  
27 show that they complied with the CLRA's notice requirement for damages. No such  
28 requirements exist to obtain restitution. Because a plaintiff must make this additional

1 showing to obtain damages, rather than restitution, the legal remedies are more  
2 uncertain.

3 55. In addition, to obtain a full refund as damages, Plaintiff must show that the  
4 Product she bought has essentially no market value. In contrast, Plaintiff can seek  
5 restitution without making this showing. This is because Plaintiff purchased a Product  
6 that she would not otherwise have purchased, but for Defendant's representations.  
7 Obtaining a full refund at law is less certain than obtaining a refund in equity.

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

11 **V. Class Action Allegations.**

12 57. Plaintiff brings the asserted claims on behalf of the proposed class of:

- 13 • Nationwide Class: all persons who, within the applicable statute of  
14 limitations period, purchased one or more JW PEI Products advertised at a  
15 discount on Defendant's website.
- 16 • California Subclass: all persons who, while in the state of California and  
17 within the applicable statute of limitations period, purchased one or more  
18 JW PEI Products advertised at a discount on Defendant's website.

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

1           ***Numerosity & Ascertainability***

2           59. 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           60. Class members can be identified through Defendant's sales records and  
6 public notice.

7           ***Predominance of Common Questions***

8           61. 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 or implied warranty;  
15           (5) damages needed to reasonably compensate Plaintiff and the proposed class.

16           ***Typicality & Adequacy***

17           62. Plaintiff's claims are typical of the proposed class. Like the proposed class,  
18 Plaintiff purchased JW PEI Products advertised at a discount on Defendant's website.  
19 There are no conflicts of interest between Plaintiff and the class.

20           ***Superiority***

21           63. 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 64. Plaintiff incorporates each and every factual allegation set forth above.

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

9 66. Defendant has violated sections 17500 and 17501 of the Business and  
10 Professions Code.

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

14 68. 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.*, \$89.00)  
16 and displaying it next to a lower, discounted price. Reasonable consumers would  
17 understand prices advertised in strikethrough font denote “former” prices, *i.e.*, the prices  
18 that Defendant charged before the time-limited discount went into effect.

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



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

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

5 79. 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 80. 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 81. Defendant violated, and continues to violate, section 1770 of the California  
14 Civil Code.

15 82. 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 83. 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 84. 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 on its website, including by (1) misrepresenting the regular  
27 price of Products on its website, (2) advertising discounts and savings that are  
28 exaggerated or nonexistent, (3) misrepresenting that the discounts and savings are



1 unusual, when in fact they are regularly available (4) misrepresenting the reason for the  
2 sale (*e.g.*, “Fourth of July Sale” when in fact the sale is ongoing and not limited to the  
3 Fourth of July).

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

7 86. Defendant’s misrepresentations were intended to induce reliance, and  
8 Plaintiff saw, read, and reasonably relied on them when purchasing JW PEI Products.  
9 Defendant’s misrepresentations were a substantial factor in Plaintiff’s purchase decision.

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

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

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

21 90. Accordingly, pursuant to California Civil Code § 1780(a)(2), Ms. Gee, on  
22 behalf of herself and all other members of the subclass, seeks injunctive relief.

23 91. CLRA § 1782 NOTICE. On January 30, 2025, a CLRA demand letter was  
24 sent to Defendant’s California headquarters via certified mail (return receipt requested),  
25 that provided notice of Defendant’s violations of the CLRA and demanded that  
26 Defendant correct the unlawful, unfair, false and/or deceptive practices alleged here. If  
27 Defendant does not fully correct the problem for Plaintiff and for each member of the  
28

1 California Subclass within 30 days of receipt, Plaintiff and the California Subclass will  
2 seek all monetary relief allowed under the CLRA.

3 92. A CLRA venue declaration is attached.

4 **Third Cause of Action:**

5 **Violation of California's Unfair Competition Law**

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

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

8 94. Plaintiff brings this cause of action on behalf of herself and members of  
9 the California Subclass.

10 95. Defendant has violated California's Unfair Competition Law (UCL) by  
11 engaging in unlawful, fraudulent, and unfair conduct (i.e., violating each of the three  
12 prongs of the UCL).

13 ***The Unlawful Prong***

14 96. Defendant engaged in unlawful conduct by violating the CLRA and FAL,  
15 as alleged above and incorporated here.

16 ***The Deceptive Prong***

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

20 98. Defendant's representations were misleading to Plaintiff and other  
21 reasonable consumers.

22 99. Plaintiff relied upon Defendant's misleading representations and omissions,  
23 as detailed above.

24 ***The Unfair Prong***

25 100. As alleged in detail above, Defendant committed "unfair" acts by falsely  
26 advertising that its Products were on sale, that the sale was limited in time, that the  
27 Products had a specific regular price, and that the customers were receiving discounts.

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

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

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

12 104. Defendant's conduct, as alleged above, was immoral, unethical, oppressive,  
13 unscrupulous, and substantially injurious to consumers.

14 \* \* \*

15 105. For all prongs, Defendant's representations were intended to induce  
16 reliance, and Plaintiff saw, read, and reasonably relied on them when purchasing JW PEI  
17 Products. Defendant's representations were a substantial factor in Plaintiff's purchase  
18 decision.

19 106. In addition, subclass-wide reliance can be inferred because Defendant's  
20 representations were material, i.e., a reasonable consumer would consider them  
21 important in deciding whether to buy JW PEI Products.

22 107. Defendant's representations were a substantial factor and proximate cause  
23 in causing damages and losses to Plaintiff and the subclass members.

24 108. Plaintiff and the subclass were injured as a direct and proximate result of  
25 Defendant's conduct because (a) they would not have purchased JW PEI Products if  
26 they had known that they were not discounted, and/or (b) they overpaid for the  
27 Products because the Products are sold at the regular price and not at a discount.  
28

1 **Fourth Cause of Action:**

2 **Breach of Contract**

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

4 109. Plaintiff incorporates each and every factual allegation set forth above.

5 110. Plaintiff brings this cause of action on behalf of herself and the Nationwide  
6 Class. In the alternative, Plaintiff brings this cause of action on behalf of herself and the  
7 California Subclass.

8 111. Plaintiff and class members entered into contracts with JW PEI when they  
9 placed orders to purchase Products on Defendant's website.

10 112. The contracts provided that Plaintiff and class members would pay JW PEI  
11 for the Products ordered.

12 113. The contracts further required that JW PEI provides Plaintiff and class  
13 members with Products that have a market value equal to the regular prices displayed on  
14 the website. They also required that JW PEI provides Plaintiff and the class members  
15 with the discount advertised on the website and listed in the receipt. These were specific  
16 and material terms of the contract.

17 114. The specific discounts were a specific and material term of each contract,  
18 and were displayed to Plaintiff and class members at the time they placed their orders.

19 115. Plaintiff and class members paid JW PEI for the Products they ordered,  
20 and satisfied all other conditions of their contracts.

21 116. JW PEI breached the contracts with Plaintiff and class members by failing  
22 to provide Products that had a prevailing market value equal to the regular price  
23 displayed on its website, and by failing to provide the promised discount. JW PEI did  
24 not provide the discount that JW PEI had promised.

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

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Fifth Cause of Action:**  
**Breach of Express Warranty**  
**(By Plaintiff and the Nationwide Subclass)**

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

119. Plaintiff brings this cause of action on behalf of herself and the Nationwide Class. In the alternative, Plaintiff brings this cause of action on behalf of herself and the California Subclass.

120. Defendant, as the manufacturer, marketer, distributor, supplier, and/or seller of JW PEI Products, issued material, written warranties by advertising that the Products had a prevailing market value equal to the regular price displayed on Defendant’s website. This was an affirmation of fact about the Products (i.e., a representation about the market value) and a promise relating to the goods.

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

122. In fact, JW PEI Products’ stated market value was not the prevailing market value. Thus, the warranty was breached.

123. Plaintiff provided Defendant with notice of this breach of warranty, by mailing a notice letter to Defendant’s headquarters and registered agent, on January 30, 2025.

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

**Sixth Cause of Action:**  
**Quasi-Contract/Unjust Enrichment**  
**(By Plaintiff and the Nationwide Class)**

125. Plaintiff incorporates each and every factual allegation set forth above.

1 126. Plaintiff brings this cause of action in the alternative to his Breach of  
2 Contract claim (Claim IV) on behalf of herself and the Nationwide Class. In the  
3 alternative, Plaintiff brings this claim on behalf of herself and the California Subclass.

4 127. As alleged in detail above, Defendant's false and misleading advertising  
5 caused Plaintiff and the class to purchase JW PEI Products and to pay a price premium  
6 for these Products.

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

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

11 130. Plaintiff and the class seek restitution, and in the alternative, rescission.

12 **Seventh Cause of Action:**

13 **Negligent Misrepresentation**

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

15 131. Plaintiff incorporates each and every factual allegation set forth above.

16 132. Plaintiff brings this cause of action on behalf of herself and members of  
17 the California Subclass.

18 133. As alleged more fully above, Defendant made false representations and  
19 material omissions of fact to Plaintiff and California Subclass members concerning the  
20 existence and/or nature of the discounts and savings advertised on its website.

21 134. These representations were false.

22 135. When Defendant made these misrepresentations, it knew or should have  
23 known that they were false. Defendant had no reasonable grounds for believing that  
24 these representations were true when made.

25 136. Defendant intended that Plaintiff and California Subclass members rely on  
26 these representations and Plaintiff and subclass members read and reasonably relied on  
27 them.



1           146. 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 JW PEI Products.

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

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

11 **VII. Relief.**

12           149. Plaintiff seeks the following relief for herself and the class and subclass:

- 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 and subclass;
  - 15           • Damages, treble damages, and punitive damages where applicable;
  - 16           • Restitution;
  - 17           • Disgorgement, and other just equitable relief;
  - 18           • Pre- and post-judgment interest;
  - 19           • An injunction prohibiting Defendant's deceptive conduct, as allowed by law;
  - 20           • Reasonable attorneys' fees and costs, as allowed by law;
  - 21           • Any additional relief that the Court deems reasonable and just.
- 22  
23  
24  
25  
26  
27  
28



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Demand For Jury Trial**

150. Plaintiff demands the right to a jury trial on all claims so triable.

Dated: February 7, 2025

Respectfully submitted,

By: /s/ Christin Cho

Christin Cho (Cal. Bar No. 238173)  
christin@dovel.com  
Simon Franzini (Cal. Bar No. 287631)  
simon@dovel.com  
DOVEL & LUNER, LLP  
201 Santa Monica Blvd., Suite 600  
Santa Monica, California 90401  
Telephone: (310) 656-7066  
Facsimile: (310) 656-7069

*Attorneys for Plaintiff*