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

MADISON LEVIN, individually and
on behalf of all others similarly
situated,

Plaintiff,

v.

JOMASHOP, INC., a New York
corporation,

Defendants.

CASE NO. 2:25-cv-02523

**CLASS ACTION COMPLAINT
FOR:**

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

Filed Concurrently:

1. Plaintiff’s CLRA Venue Affidavit

(JURY TRIAL DEMANDED)

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

7 NATURE OF ACTION

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

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

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

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

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

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

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

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

3 **THE PARTIES**

4 7. Plaintiff Madison Levin is a citizen of the State of California and
5 resident of Los Angeles, County. Plaintiff, in reliance on Jomashop's false and
6 deceptive pricing, purchased a "Seiko Quartz White Dial Black Leather Ladies
7 Watch" (the "Product") on February 24, 2025, from Jomashop's website
8 (<https://www.jomashop.com/>) for \$159.00.¹

9 8. Defendant Jomashop is a New York corporation with its principal
10 place of business in New York.

11 **JURISDICTION AND VENUE**

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

18 10. The Central District of California has specific personal jurisdiction
19 over Jomashop. Specific jurisdiction over a non-resident defendant exists where:
20 (1) "[t]he non-resident defendant . . . purposefully direct[s] [it]s activities or
21 consummate[s] some transaction with the forum or resident thereof; or perform[s]
22 some act by which [it] purposefully avails [it]self of the privilege of conducting
23 activities in the forum, thereby invoking the benefits and protections of its laws;"
24 (2) the claim is one that "arises out of or relates to" the defendant's activities in the
25 forum state; and (3) the exercise of jurisdiction comports with "fair play and
26 substantial justice, i.e. it must be reasonable." *Schwarzenegger v. Fred Martin*

27 _____
28 ¹ Plaintiff's total purchase price was \$124.12, which included taxes and delivery costs, as well as the application of a coupon of \$50.

1 *Motor Co.*, 374 F.3d 797, 802 (9th Cir. 2004). The plaintiff need only establish the
2 first two prongs, while it is the defendant’s burden to “present a compelling case”
3 that the exercise of jurisdiction would not be reasonable. *Id.*

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

17 12. ***Claim Arising Out of Action in the Forum Prong.*** Under the second
18 prong of the three-part specific jurisdiction test, personal jurisdiction exists where,
19 as here, the claim “arises out of or relates to” the defendant’s activities in the forum
20 state. Courts in the Ninth Circuit use a “but for” test to determine whether the claim
21 “arises out of” the nonresident’s forum-related activities. In other words, the test is
22 satisfied if the plaintiff would not have suffered loss “but for” defendant’s
23 activities. *Ballard v. Savage*, 65 F.3d 1495, 1500 (9th Cir. 1995). Here, Jomashop’s
24 contact with the forum—knowingly employing a false reference pricing scheme
25 directed at California residents—is the basis of its violations of various false
26 advertising statutes. But for Jomashop’s contact with the forum, Plaintiff (and the
27 thousands of other individuals who purchased Jomashop’s deceptively advertised
28 products) would not have suffered harm.

1 13. *Venue.* Venue is proper in the U.S. District Court for the Central
2 District of California pursuant to 28 U.S.C. § 1391 because Jomashop:

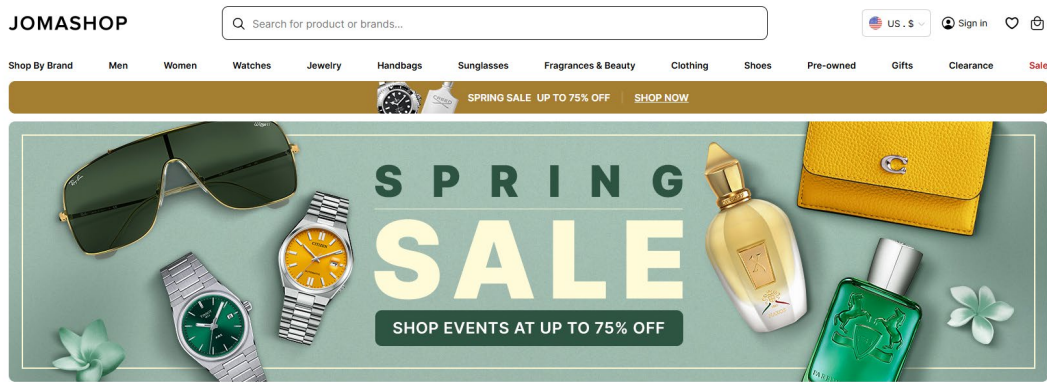
- 3 a) is authorized to conduct business in this District and has
4 intentionally availed itself of the laws and markets within this
5 District;
6 b) does substantial business within this District;
7 c) is subject to personal jurisdiction in this District because it has
8 availed itself of the laws and markets within this District; and
9 the injury to Plaintiff occurred within this District.

10 **GENERAL ALLEGATIONS**

11 14. Jomashop, through its website, offers high-end luxury goods, such as
12 clothing, watches, fragrances, and many other products to California consumers.





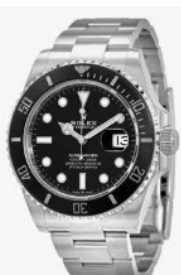



13 15. Unfortunately for consumers, Jomashop’s business model heavily
14 relies on deceiving customers with fake sales. On a typical day, Jomashop
15 prominently displays on its landing page some form of sale where all products or a
16 select grouping of products are supposedly marked down. All or nearly all
17 Jomashop products on the site are represented as being significantly marked down
18 from a substantially higher original or reference price, which is prominently
19 displayed to the customer as being the supposed original price (the “Reference
20 Price”), as shown in the following:
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Men's Department

47,735 results | SORT: BEST SELLERS

			
<p>PARFUMS DE MARLY Men's Layton EDP Spray 4.2 oz (125 ml) 10% OFF \$328.50 \$365.00</p>	<p>CREED Aventus / Creed EDP Spray 3.3 oz (100 ml) (m) 47% OFF \$259.99 \$495.00</p>	<p>OMEGA Speedmaster Racing Automatic Chronograph Men's Watch 326.30.40.50.01.001 30% OFF \$3,350.00 \$4,800.00</p>	<p>BREITLING B01 Top Time Ford Thunderbird Chronograph Automatic Chronometer Men's Watch... 59% OFF \$3,895.00 \$8,250.00 \$500.00 coupon \$3,395.00 after coupon</p>
			
<p>ROLEX Submariner Automatic Chronometer Black Dial Men's Watch 126610LNBSKO 2% OFF \$14,250.00 \$300.00 coupon \$13,950.00 after coupon</p>	<p>TISSOT PRX Powermatic 80 Automatic Blue Dial Men's Watch T137.407.11.041.00 28% OFF \$525.00 \$725.00</p>	<p>YVES SAINT LAURENT Y / Ysl EDP Spray 3.3 oz (100 ml) (m) 41% OFF \$91.99 \$155.00</p>	<p>BREITLING Premier B01 Chronograph Automatic Rose Gold Dial Men's Watch RB0145371G1P2 40% OFF \$12,480.00 \$20,800.00</p>

16. By doing this, Jomashop conveys to customers that the products have previously sold at the Reference Price in the recent past, but that now, they are being sold at a substantial discount.

17. However, this Reference Price in the “sale” is almost always—if not

1 always—a falsely inflated price because Jomashop rarely, if ever, sells its items at
2 the full Reference Price.

3 18. Indeed, the only purpose of the Reference Price is to mislead
4 customers into believing that the displayed Reference Price is an original, regular,
5 or retail price at which Jomashop usually sells the item or previously sold the item
6 in the recent past. As a result, Jomashop falsely conveys to customers that they are
7 receiving a substantial markdown or discount, when in reality, the alleged discount
8 is false and fraudulent.

9 19. On the individual product pages of all (or nearly all) Jomashop
10 products offered on the site, Jomashop represents each product as being marked
11 down and includes this representation beside a crossed-out fake Reference Price.
12 For example, for the “Seiko Quartz White Dial Black Leather Ladies Watch” (the
13 exact Product Plaintiff purchased) is currently (as of March 19, 2025) sold for
14 \$159.00 (for \$109.00 with a \$50 coupon), where Jomashop displayed the
15 following:

16 Retail \$215.00 Was ~~\$159.00~~


17 \$109.00 after coupon

18 **JOMASHOP** US Sign in ♥ 🛒

19 Shop By Brand Men Women Watches Jewelry Handbags Sunglasses Fragrances & Beauty Clothing Shoes Pre-owned Gifts Clearance Sale

20 **SPRING SALE UP TO 75% OFF** [SHOP NOW](#)

21 Home > Watches > Seiko > Stainless Steel > Seiko Quartz White Dial Black Leather Ladies Wat...

22  🔍 ♥

23 **SEIKO Spring Sale** ★★★★★ 13 Reviews

24 Quartz White Dial Black Leather Ladies Watch
Item No. SWR054

25 **IN STOCK** 49% OFF Condition: New

26 **\$50.00 coupon** (W/CODE "SEIKO50")

27 Retail \$215.00 Was ~~\$159.00~~

28 **\$109.00 after coupon**

4 interest-free payments or as low as \$15/mo with affirm. [Prequalify now](#)

• Enjoy Free Shipping

Add To Bag

📦 In Stock. 🌐

26 See <https://www.jomashop.com/seiko-quartz-ladies-watch-swr054.html>.

27 20. On information and belief, Jomashop has never sold the “Seiko Quartz
28 White Dial Black Leather Ladies Watch” for either the retail Reference Price of

1 \$215.00 or the former “was” price of \$159.00, and certainly it has not sold the
2 watch at those prices in the three preceding months. These pricing and advertising
3 practices reflecting high-pressure fake sales are patently deceptive. They are
4 intended to mislead customers into believing that they are getting a bargain by
5 buying products from Jomashop on sale and at a substantial and deep discount. The
6 truth is that Jomashop rarely, if ever, sells any of its products at the Reference Price.
7 The Reference Price is, therefore, an artificially inflated price. In turn, the
8 advertised discounts are nothing more than phantom markdowns.

9 **A. Plaintiff’s Purchase of Falsely Advertised Items from Jomashop**

10 21. Plaintiff fell victim to Jomashop’s false advertising and deceptive
11 pricing practices. On or about February 24, 2025, Plaintiff visited Jomashop’s
12 website to shop for a watch. Plaintiff visited the site from her home in Los Angeles
13 County. Plaintiff browsed the site and observed that nearly every item offered had
14 a Reference Price that was crossed out and a sale price. She found Jomashop’s
15 “Seiko Quartz White Dial Black Leather Ladies Watch” and added it to her
16 shopping cart. The price of the Product was listed as:

17 Retail \$215.00 Was ~~\$159.00~~

18 \$109.00 after coupon

19 22. In other words, Plaintiff saw that Jomashop represented on the
20 product-description page for the Product that it was supposedly on sale based on a
21 markdown from a retail Reference Price of \$215.00 to a former “was” price of
22 \$159.00, and then to \$109.00 after a coupon, a purported savings of \$106.00 off
23 retail.

24 23. Plaintiff purchased the Product, but before doing so, relied on the
25 representation that the product listed above had in fact been offered for sale, or
26 previously sold, in the recent past at the stated Reference Price, or at least at the
27 former “was” price. Plaintiff relied on Jomashop’s representation that the Product
28 was truly on sale and being sold at a substantial markdown and discount, and

1 thereby fell victim to the deception intended by Jomashop.

2 24. Plaintiff purchased the Product at price of \$159.00. However, through
3 the application of \$50 coupon, the sales price of the Product was approximately
4 \$109.00 (not accounting for taxes and shipping).

5 25. The Product that Plaintiff ordered was shipped to her in Los Angeles
6 County, California.

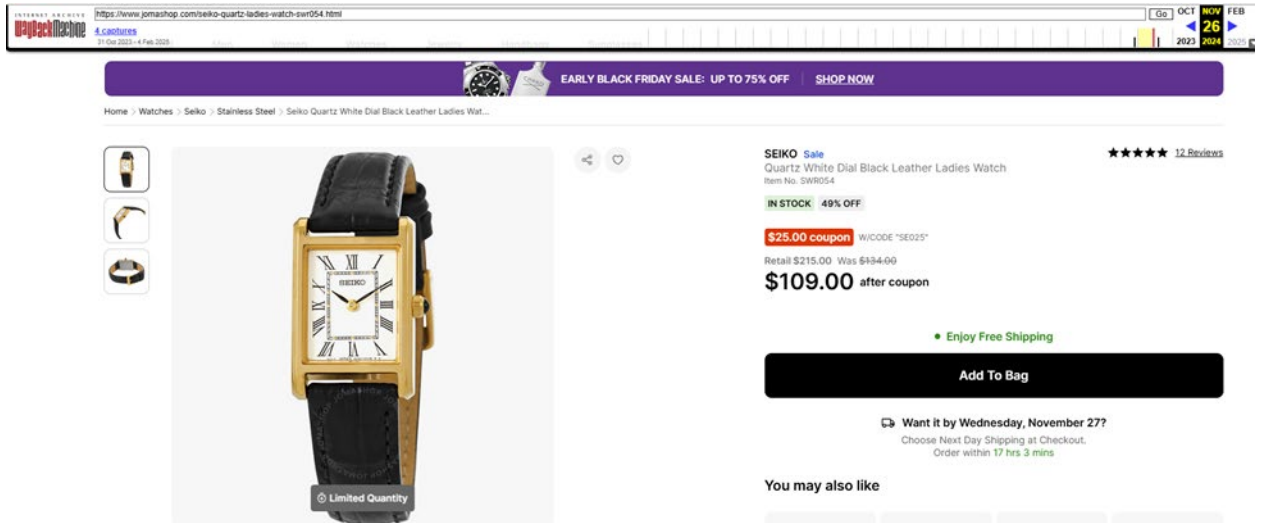
7 26. On information and belief, the Product that Plaintiff purchased was
8 not substantially marked down or discounted, or at the very least, any discount she
9 was receiving had been grossly exaggerated. That is because the Product that
10 Plaintiff bought had never been offered on Jomashop’s website for any reasonably
11 substantial period of time—if ever—at the full retail Reference Price of \$215.00 or
12 at the former (“was”) price of \$159.00. In fact, for at least the 90-day period prior
13 to Plaintiff’s purchase (and likely for a longer period), Jomashop had not offered
14 the Product at the retail or former (“was”) price.

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

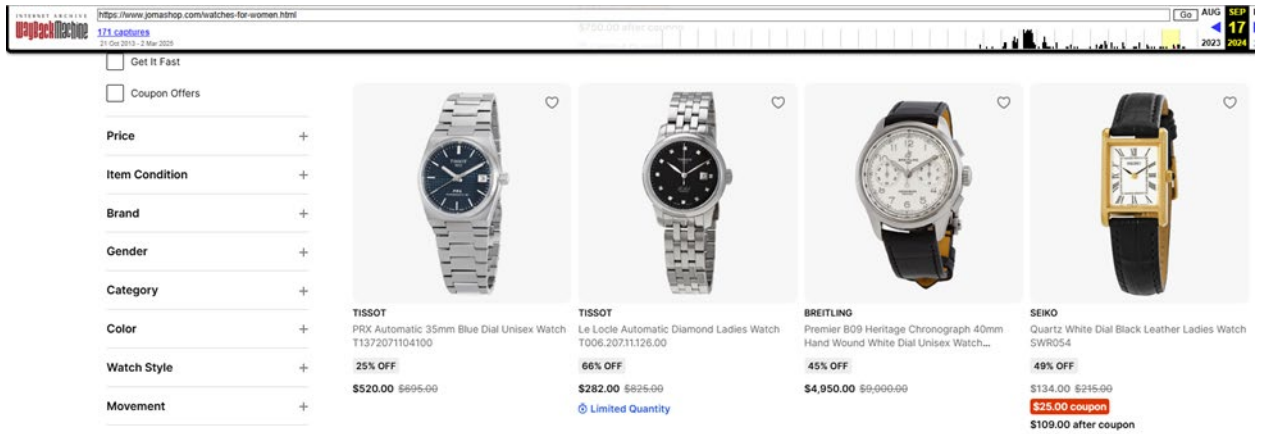
26 28. More specifically, as shown by the WayBack Machine’s screen
27 capture of Jomashop’s website at various points in time, Jomashop has been
28 employing a *reference price scheme on nearly every product for years* (i.e., falsely

1 representing its products are heavily discounted). For example, the Product
 2 purchased by Plaintiff was sold using some combination of either a retail Reference
 3 Price or former “was” price, or both, on the following dates as demonstrated in the
 4 screenshots below:

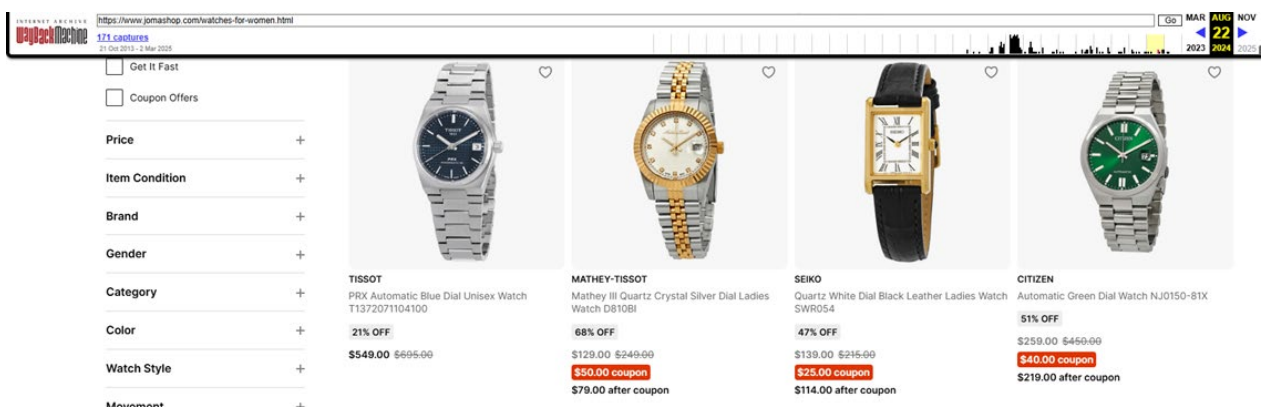
5 **November 26, 2024:**



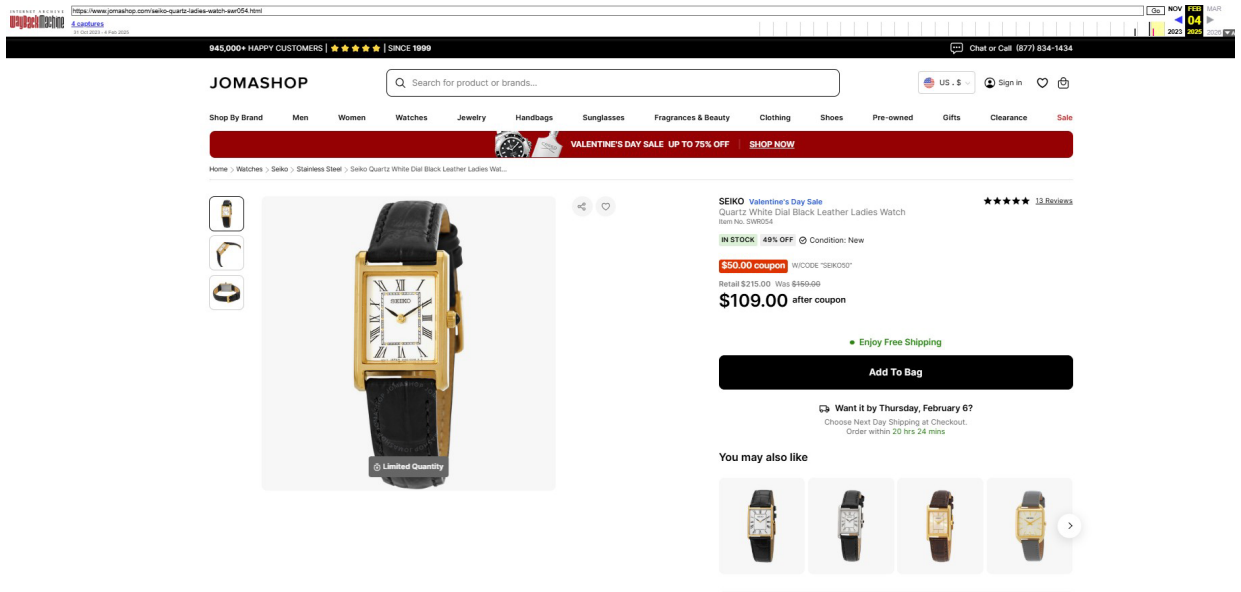
14 **September 17, 2024:**



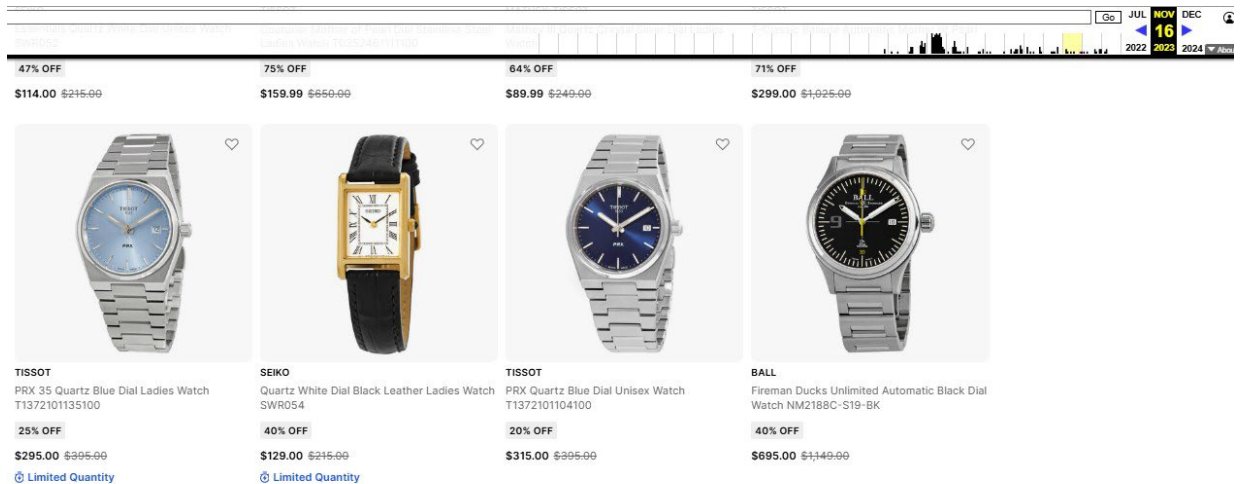
22 **August 22, 2024:**



February 4, 2024:



November 16, 2023:



29. As a second example, Jomashop sells a “Omega Speedmaster Racing Automatic Chronograph Men’s Watch.” As demonstrated in the screenshot below, on March 20, 2025, Jomashop offered the watch for \$3,350.00 with a retail Reference Price of \$4,800.00 and former “was” price of \$4,366.99:

March 20, 2025

OMEGA Spring Sale
Speedmaster Racing Automatic Chronograph Men's Watch
Item No. 326.30.40.50.01.001

★★★★★ 15 Reviews

IN STOCK 30% OFF TRADE-IN ELIGIBLE Condition: New

Retail \$4,800.00 Was ~~\$4,366.99~~
\$3,350.00

As low as \$117/mo with affirm. [Prequalify now](#)

• Enjoy Free Shipping

Add To Bag

🚚 **Want it by Monday, March 24?**
Choose Next Day Shipping at Checkout.
Order within 17 hrs 53 mins

You may also like

30. Jomashop has priced the watch in the same manner since at least March of 2024, as demonstrated in the screenshots below:

January 13, 2025

Mens Watches 34,644 results | SORT: MOST VIEWED

Brand	Model	Current Price	Original Price	Discount
OMEGA	Speedmaster Racing Automatic Chronograph Men's Watch 326.30.40.50.01.001	\$3,350.00	\$4,800.00	30% OFF
TISSOT	PRX Powermatic 80 Automatic Blue Dial Men's Watch T137.40711.041.00	\$525.00	\$725.00	28% OFF
TISSOT	Gentleman Automatic Black Dial Watch T127.40716.051.01	\$389.00	\$795.00	51% OFF
SEIKO	5 Automatic Black Arabic Dial Men's Watch SNKP21J1	\$134.00	\$184.00	48% OFF (with \$50.00 coupon)

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November 23, 2024

Go SEP NOV 23 JAN 2023 2024 2025 About

Brand	Model	Discount	Current Price	Original Price
OMEGA	Speedmaster Racing Automatic Chronograph Men's Watch 326.30.40.50.01.001	30% OFF	\$3,350.00	\$4,800.00
TISSOT	PRX Powermatic 80 Automatic Blue Dial Men's Watch T137.407.11.041.00	26% OFF	\$534.00	\$725.00

Limited Quantity

July 24, 2024

Go MAR JUL 24 SEP 2023 2024 2025

33,524 results | SORT: MOST VIEWED

Brand	Model	Discount	Current Price	Original Price
OMEGA	Speedmaster Racing Automatic Chronograph Men's Watch 326.30.40.50.01.001	30% OFF	\$3,350.00	\$4,800.00
SEIKO	Series 5 Automatic Black Dial Men's Watch SNXS79J1	45% OFF	\$119.99	\$220.00
OMEGA	Speedmaster Chronograph Hand Wind Black Dial Men's Watch 310.30.42.50.01.002	19% OFF	\$6,520.00	\$8,000.00

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1 **March 18, 2024**

2

3 **Mens Watches**

32,341 results | SORT: MOST VIEWED

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<p>OMEGA Speedmaster Racing Automatic Chronograph Men's Watch 326.30.40.50.01.001</p> <p>26% OFF \$3,550.00 \$4,800.00</p> <p>Limited Quantity</p>	<p>TISSOT Couturier Automatic Black Dial Watch T0354073605101</p> <p>69% OFF \$269.00 \$875.00</p>	<p>SEIKO 5 Automatic Black Dial Stainless Steel Men's Watch SNXS79K1</p> <p>56% OFF \$109.00 \$250.00</p> <p>Limited Quantity</p>	<p>TISSOT PRX Powermatic 80 Automatic Blue Dial Men's Watch T137.407.11.041.00</p> <p>19% OFF \$589.00 \$725.00</p>

10

11 31. Upon information and belief, at no point has Jomashop sold the

12 “Omega Speedmaster Racing Automatic Chronograph Men’s Watch” for

13 \$4,800.00.

14 32. Besides the “Seiko Quartz White Dial Black Leather Ladies Watch”

15 and the “Omega Speedmaster Racing Automatic Chronograph Men’s Watch,”

16 there are hundreds—perhaps thousands—of additional examples of products on

17 Jomashop’s website that falsely and deceptively use fake Reference Prices.

18 33. Jomashop knows that the prices are fake and artificially inflated and

19 intentionally uses them in its deceptive pricing scheme on its website to increase

20 sales and profits by misleading Plaintiff and members of the putative class to

21 believe that they are buying products at a substantial discount. Jomashop thereby

22 induces customers to buy products they never would have bought—or at the very

23 least, to pay more for merchandise than they otherwise would have if Defendants

24 were simply being truthful about their “sales.”

25 34. Therefore, Plaintiff would not have purchased the Product listed

26 above, or at the very least, would not have paid as much as she did, had Jomashop

27 been truthful. Plaintiff was persuaded to make her purchase only because of the

28 fake sale based on Jomashop’s fake Reference Price scheme. Plaintiff is

1 susceptible to this recurring harm because she cannot be certain that Jomashop has
2 corrected this deceptive pricing scheme, and she desires to shop at Jomashop's
3 online store in the future. Plaintiff does not have the resources on her own to
4 determine whether Defendants are complying with California law with respect to
5 its pricing practices.

6 **B. Research Shows That the Use of Reference Price Advertising Schemes**
7 **Similar to Jomashop's Deceptive Pricing Scheme Influences Consumer**
8 **Behavior and Affects Consumers' Perceptions of a Product's Value**

9 35. The effectiveness of Jomashop's deceitful pricing scheme is backed
10 by longstanding scholarly research. In the seminal article entitled *Comparative*
11 *Price Advertising: Informative or Deceptive?* (cited in *Hinojos v. Kohl's Corp.*,
12 718 F.3d 1098, 1106 (9th Cir. 2013)), Professors Dhruv Grewal and Larry D.
13 Compeau write that, "[b]y creating an impression of savings, the presence of a
14 higher reference price enhances subjects' perceived value and willingness to buy
15 the product." Dhruv Grewal & Larry D. Compeau, *Comparative Price Advertising:*
16 *Informative or Deceptive?*, 11 J. PUB. POL'Y & MKTG. 52, 55 (1992). Therefore,
17 "empirical studies indicate that, as discount size increases, consumers' perceptions
18 of value and their willingness to buy the product increase, while their intention to
19 search for a lower price decreases." *Id.* at 56; *see also* ¶ 22, *supra* (using a
20 Reference Price to allege a savings of \$11,696). For this reason, the Ninth Circuit
21 in *Hinojos* held that a plaintiff making a claim of deceptive pricing (strikingly
22 similar to the claim at issue here) had standing to pursue his claim against the
23 defendant retailer. In doing so, the Court observed that "[m]isinformation about a
24 product's 'normal' price is . . . significant to many consumers in the same way as
25 a false product label would be." *Hinojos*, 718 F.3d at 1106.

26 36. Professors Compeau and Grewal reached similar conclusions in a
27 2002 article: "decades of research support the conclusion that advertised reference
28 prices do indeed enhance consumers' perceptions of the value of the deal." Dhruv

1 Grewal & Larry D. Compeau, *Comparative Price Advertising: Believe It or Not*,
2 36 J. OF CONSUMER AFFAIRS 287 (2002). The professors also found that
3 “[c]onsumers are influenced by comparison prices even when the stated reference
4 prices are implausibly high.” *Id.*

5 37. In another scholarly publication, Professors Joan Lindsey-Mullikin
6 and Ross D. Petty concluded that “[r]eference price ads strongly influence
7 consumer perceptions of value . . . Consumers often make purchases not based on
8 price but because a retailer assures them that a deal is a good bargain. This occurs
9 when . . . the retailer highlights the relative savings compared with the prices of
10 competitors.” Joan Lindsey-Mullikin & Ross D. Petty, *Marketing Tactics*
11 *Discouraging Price Search: Deception and Competition*, 64 J. OF BUS. RESEARCH
12 67 (2011).

13 38. Similarly, according to Professors Praveen K. Kopalle and Joan
14 Lindsey-Mullikin, “research has shown that retailer-supplied reference prices
15 clearly enhance buyers’ perceptions of value” and “have a significant impact on
16 consumer purchasing decisions.” Praveen K. Kopalle & Joan Lindsey-Mullikin,
17 *The Impact of External Reference Price on Consumer Price Expectations*, 79 J. OF
18 RETAILING 225 (2003).

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

28 40. The unmistakable inference to be drawn from this research and the

1 Ninth Circuit’s opinion in *Hinojos* is that the deceptive advertising through the use
2 of false reference pricing employed here by Jomashop is intended to, and does in
3 fact, influence customer behavior—as it did Plaintiff’s purchasing decision here—
4 by artificially inflating customer perceptions of a given item’s value and causing
5 customers to spend money they otherwise would not have, purchase items they
6 otherwise would not have, and/or spend more money for a product than they
7 otherwise would have absent the deceptive advertising.

8 **CLASS ACTION ALLEGATIONS**

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

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

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

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

27 All persons in the State of California who purchased one or more of
28 Jomashop’s products from Jomashop’s website between April 2,

1 2020, through the present (the “Class Period”) at a discount from a
2 higher reference price and who have not received a refund or credit
3 for their purchase(s).

4 44. **Numerosity**. The Class is so numerous that joinder of all members in
5 one action is impracticable. The exact number and identities of the members of the
6 Class is unknown to Plaintiff at this time and can only be ascertained through
7 appropriate discovery, but on information and belief, Plaintiff alleges that there are
8 thousands of members of the Class. The precise number of Class members is
9 unknown to Plaintiff.

10 45. **Typicality**. Plaintiff’s claims are typical of those of other members of
11 the Class, all of whom have suffered similar harm due to Defendants’ course of
12 conduct as described in this Complaint. All Class members have been deceived (or
13 were likely to be deceived) by Jomashop’s false and deceptive price advertising
14 scheme, as alleged in this Complaint. Plaintiff is advancing the same claims and
15 legal theories on behalf of herself and all Class members.

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

21 47. **Existence and Predominance of Common Questions of Law or**
22 **Fact**. Common questions of law and fact exist as to all members of the Class that
23 predominate over any questions affecting only individual members of the Class.
24 These common legal and factual questions, which do not vary among members of
25 the Class, and which may be determined without reference to the individual
26 circumstances of any member of the Class, include, but are not limited to, the
27 following:

- 28 a) Whether, during the Class Period, Defendants advertised false

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- Reference Prices on products offered on their website.
- b) Whether, during the Class Period, Defendants advertised price discounts from false Reference Prices on products offered on their website.
 - c) Whether the products listed on Defendants’ website during the Class Period were offered at their Reference Prices for any reasonably substantial period of time prior to being offered at prices that were discounted from their Reference Prices.
 - d) Does Defendants’ deceptive pricing scheme using false Reference Prices constitute an “unlawful,” “unfair,” or “fraudulent” business practice in violation of the California Unfair Competition Law, Cal. Bus & Prof. Code §§ 17200, *et seq.*?
 - e) Does Defendants’ deceptive pricing scheme using false Reference Prices constitute “unfair, deceptive, untrue or misleading advertising” in violation of the California Unfair Competition Law, Cal. Bus & Prof. Code §§ 17200, *et seq.*?
 - f) Does Defendants’ deceptive pricing scheme using false Reference Prices constitute false advertising in violation of the California False Advertising Law under Business & Professions Code §§ 17500, *et seq.*?
 - g) Whether Defendants’ false Reference Prices on products offered on their website during the Class Period are false representations.
 - h) Whether and when Defendants learned that false Reference Prices on products offered on their website during the Class Period are false representations.
 - i) Whether Defendants had a duty to disclose to their customers that the Reference prices were fake “original” prices in furtherance of sham sales.

- 1 j) To what extent did Defendants' conduct cause, and continue to
- 2 cause, harm to the Class?
- 3 k) Whether the members of the Class are entitled to damages and/or
- 4 restitution.
- 5 l) What type of injunctive relief is appropriate and necessary to enjoin
- 6 Defendants from continuing to engage in false or misleading
- 7 advertising?
- 8 m) Whether Defendants' conduct was undertaken with conscious
- 9 disregard of the rights of the members of the Class and was done
- 10 with fraud, oppression, and/or malice.

11 48. **Superiority**. A class action is superior to other available methods for
12 the fair and efficient adjudication of this controversy because individual litigation
13 of the claims of all members of the Class is impracticable. Requiring each
14 individual class member to file an individual lawsuit would unreasonably consume
15 the amounts that may be recovered. Even if every member of the Class could afford
16 individual litigation, the adjudication of at least thousands of identical claims
17 would be unduly burdensome to the courts. Individualized litigation would also
18 present the potential for varying, inconsistent, or contradictory judgments and
19 would magnify the delay and expense to all parties and to the court system resulting
20 from multiple trials of the same factual issues.

21 49. By contrast, the conduct of this action as a class action, with respect
22 to some or all of the issues presented, presents no management difficulties,
23 conserves the resources of the parties and of the court system, and protects the
24 rights of the members of the Class. Plaintiff anticipates no difficulty in the
25 management of this action as a class action. The prosecution of separate actions by
26 individual members of the Class may create a risk of adjudications with respect to
27 them that would, as a practical matter, be dispositive of the interests of the other
28 members of the Class who are not parties to such adjudications, or that would

1 substantially impair or impede the ability of such non-party Class members to
2 protect their interests.

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

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

15 **CLAIMS FOR RELIEF**

16 **First Cause of Action**

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

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

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

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

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

27 54. The UCL imposes strict liability. Plaintiff need not prove that
28 Jomashop intentionally or negligently engaged in unlawful, unfair, or fraudulent

1 business practices—but only that such practices occurred.

2 **“Unlawful” Actions**

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

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

14 57. The Federal Trade Commission Act (“FTCA”) prohibits “unfair or
15 deceptive acts or practices in or affecting commerce[.]” 15 U.S.C. § 45(a)(1).
16 Under FTC regulations, false former pricing schemes similar to the ones employed
17 by Defendants, are deceptive practices that would violate the FTCA:

18 One of the most commonly used forms of bargain advertising
19 is to offer a reduction from the advertiser’s own former price
20 for an article. If the former price is the actual, bona fide price at
21 which the article was offered to the public on a regular basis for
22 a reasonably substantial period of time, it provides a legitimate
23 basis for the advertising of a price comparison. Where the
24 former price is genuine, the bargain being advertised is a true
25 one. *If, on the other hand, the former price being advertised*
26 *is not bona fide but fictitious – for example, where an*
27 *artificial, inflated price was established for the purpose of*
28 *enabling the subsequent offer of a large reduction – the*

1 **“bargain” being advertised is a false one**; the purchaser is not
2 receiving the unusual value he expects. In such a case, the
3 “reduced” price is, in reality, probably just the seller’s regular
4 price.

5 16 C.F.R. §§ 233.1(a) (emphasis added).

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

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

19 No price shall be advertised as a former price of any advertised thing,
20 unless the alleged former price was the prevailing market price as
21 above defined within three months next immediately preceding the
22 publication of the advertisement or unless the date when the alleged
23 former price did prevail is clearly, exactly and conspicuously stated in
24 the advertisement.

25 Cal. Bus. & Prof. Code § 17501.

26 60. Moreover, as detailed below in the Third Claim for Relief,
27 Defendants’ conduct also violates the California Consumer Legal Remedies Act
28 (“CLRA”). *See* Cal. Civ. Code §§ 1750, *et seq.* More specifically, Defendants

1 violated the CLRA’s provisions prohibiting businesses from “[a]dvertising goods
2 or services with intent not to sell them as advertised,” Cal. Civ. Code § 1770(a)(9),
3 and “[m]aking false or misleading statements of fact concerning reasons for,
4 existence of, or amounts of price reductions[.]” Cal. Civ. Code § 1770(a)(13).

5 **“Unfair” Actions**

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

11 62. Here, Defendants’ actions constitute “unfair” business acts or
12 practices because, as alleged above, Defendants engaged in a misleading and
13 deceptive pricing scheme by advertising and representing false Reference Prices
14 and thereby falsely advertising and representing markdowns or “discounts” that
15 were false and inflated. Defendants’ deceptive marketing practice gave consumers
16 the false impression that its products were regularly sold on the market for a
17 substantially higher price in the recent past than they actually were and thus led to
18 the false impression that Defendants’ products were worth more than they actually
19 were. Defendants’ acts and practices therefore offended an established public
20 policy, and they engaged in immoral, unethical, oppressive, and unscrupulous
21 activities that are substantially injurious to consumers.

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

26 **“Fraudulent” Actions**

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

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

10 66. In addition, Defendants had a duty to disclose the truth about their
11 pricing deception, including, among other things, that the Reference Prices
12 advertised and published on their website were not, in fact, prices at which
13 Jomashop’s products had sold for in the recent past for a reasonably substantial
14 period of time, but that instead, in reality, Defendants’ products rarely (if ever)
15 were offered at the advertised Reference Prices. Defendants, however, concealed
16 this material information from customers and the general public. Members of the
17 public, therefore, were also likely to be deceived by Defendants’ failure to disclose
18 material information.

19 67. Because Defendants communicated the same misrepresentation to all
20 class members—that Jomashop products were previously sold at various Reference
21 Prices—the class is entitled to an inference of reliance. *DZ Reserve v. Meta*
22 *Platforms, Inc.*, --- F.4th ---, No. 22-15916, 2024 WL 1203886, at *8 (9th Cir. Mar.
23 21, 2024).

24 68. Plaintiff and each member of the Class suffered an injury in fact and
25 lost money or property as a result of Defendants’ unlawful, unfair, and/or
26 fraudulent business practices, and as a result of Defendants’ unfair, deceptive,
27 untrue or misleading advertising.

28 69. Plaintiff, on behalf of herself and the members of the Class, seeks

1 disgorgement of all moneys received by Defendants through the conduct described
2 above.

3 70. Plaintiff, on behalf of herself and the members of the Class, seeks a
4 temporary, preliminary, and/or permanent injunction from this Court prohibiting
5 Defendants from engaging in the patterns and practices described herein, including
6 but not limited to, putting a stop to their deceptive advertisements and false
7 Reference Prices in connection with their sale of Jomashop products on their
8 website.

9 71. Injunctive relief is necessary to prevent future harm to consumers,
10 including Plaintiff, who would like to purchase the products in the future. Every
11 day, consumers like Plaintiff are misled into believing they are receiving a discount.
12 Without injunctive relief, Defendants will continue to mislead consumers, and
13 consumers will purchase products they otherwise would not have purchased
14 because they will be unable to determine whether they are actually receiving a
15 discount.

16 **Second Cause of Action**

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

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

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

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

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

1 Code § 17500.

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

8 75. Here, Defendants routinely disseminated on their website false
9 Reference Prices for the products offered for sale on their website, including to
10 Plaintiff. Such statements of Defendants were untrue, or at the very least, were
11 misleading. Among other things, Defendants rarely, if ever, offered Jomashop’s
12 products on their website at the Reference Prices displayed in connection with their
13 products. Further, Defendants rarely, if ever, offered Jomashop’s products on their
14 website at the Reference Prices within the three months immediately preceding the
15 publication of the Reference Prices. Defendants therefore misled customers,
16 including Plaintiff, into believing that the Reference Prices are, or were, genuine
17 former prices and that the “sale” prices relative to the published Reference Prices,
18 in fact, reflected real and substantial discounts. Defendants’ deceptive marketing
19 practice gave consumers the false impression that their products were regularly sold
20 for a substantially higher price in the recent past than they actually were and thus
21 led to the false impression that Defendants’ products were worth more than they
22 actually were.

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

26 77. Defendants knew, or by the exercise of reasonable care should have
27 known, that their dissemination of Reference Prices for Jomashop products sold on
28 their website was untrue and/or misleading. Among other things, Defendants

1 represented the Reference Prices in connection with Jomashop products sold on
2 their website even though they knew, or in the exercise of reasonable care should
3 have known, that such products had rarely, if ever, sold at the crossed-out
4 Reference Prices.

5 78. As a direct and proximate result of Defendants’ misleading and false
6 advertisements, Plaintiff and members of the Class have suffered injury in fact and
7 have lost money. As such, Plaintiff requests that this Court order Defendants to
8 restore this money to Plaintiff and all members of the Class, and to enjoin
9 Defendants from continuing their false and misleading advertising practices in
10 violation of California law in the future. Otherwise, Plaintiff, members of the Class,
11 and the broader general public will be irreparably harmed and/or denied an
12 effective and complete remedy.

13 **Third Cause of Action**

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

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

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

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

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

27 81. Plaintiff and each member of the Class are “consumers” as defined by
28 California Civil Code section 1761(d). Defendants’ sale of Jomashop products on

1 their website to Plaintiff and the Class were “transactions” within the meaning of
2 California Civil Code section 1761(e). The products purchased by Plaintiff and the
3 Class are “goods” within the meaning of California Civil Code section 1761(a).

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

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

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

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

13 83. With regards to section 1770(a)(9), Defendants advertised and
14 represented their branded products on their website with the “intent not to sell”
15 them as advertised because, among other things the false Reference Prices
16 advertised in connection with products offered on their website misled and continue
17 to mislead customers into believing the merchandise was previously offered for
18 sale and/or sold at the higher Reference Prices for some reasonably substantial
19 period of time.

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

26 85. As to this cause of action, at this time, Plaintiff seeks only injunctive
27 relief at this time. Pursuant to Cal. Civ. Code § 1782, in conjunction with the filing
28 of this action, Plaintiff’s counsel is notifying Defendants by separate letter of the

1 particular violations of the CLRA and demanding that it correct or agree to correct
2 the actions described in this Complaint. If Defendants fail to do so, Plaintiff shall
3 amend her Complaint as of right (or otherwise seek leave to amend the Complaint)
4 to include compensatory and monetary damages to which Plaintiff and the Class is
5 entitled.

6 **Fourth Cause of Action**

7 **Fraudulent Concealment**

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

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

11 87. Defendants uniformly disclosed some facts to Plaintiff and all
12 members of the Class during the Class Period in connection with their products,
13 and other items on their website. Namely, Defendants disclosed a Reference Price
14 for each item by displaying on the product description page for each product a
15 Reference Price substantially higher than the offered selling price, which is marked
16 down or discounted from the Reference Price by a significant discount.

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

25 89. As a separate basis for concealment, Defendants uniformly and
26 intentionally concealed from Plaintiff and all members of the Class that the items
27 they purchased from Defendants had rarely, if ever, been sold by Defendants in the
28 recent past at the substantially higher Reference Price displayed on Defendants'

1 website and/or in the prevailing market. These were facts known only to
2 Defendants that Plaintiff and the Class could not have discovered.

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

4 91. Defendants intended to deceive Plaintiff and the Class by concealing
5 the facts described above.

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

10 93. The omitted information was material and thus, reliance is presumed
11 on a class-wide basis. *Davis-Miller v. Auto. Club of S. Cal.*, 201 Cal.App.4th 106,
12 122 (2011). The omitted information related to the price of the items sold on
13 Defendants' website and whether Plaintiff was receiving a true and genuine
14 substantial discount or whether, instead, Plaintiff was being deceived into buying
15 products through a pricing scheme utilizing fake, artificially inflated former prices.
16 A reasonable person would plainly attach importance to matters affecting pricing
17 in determining his or her purchasing decision.

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

20 95. Defendants undertook these illegal acts intentionally or with
21 conscious disregard of the rights of Plaintiff and the Class, and did so with fraud,
22 malice, and/or oppression. Based on the allegations above, Defendants' actions
23 constituted fraud because Defendants intended to and did deceive and injure
24 Plaintiff and the Class. Based on the allegations above, Defendants' actions
25 constituted malice because Defendants acted with the intent to and did cause injury
26 to Plaintiff and the Class, and also because Defendants' deceptive conduct was
27 despicable and was done with a willful and knowing disregard of the rights of
28 Plaintiff and the Class. Based on the allegations above, Defendants' actions

1 constituted oppression because Defendants’ deceptive conduct was despicable and
2 subjected Plaintiff and the Class to cruel and unjust hardship in knowing disregard
3 of their rights.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff Madison Levin prays for relief and judgment in
6 favor of herself and the Classes as follows:

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

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

9 A. For an order certifying that the action be maintained as a class action,
10 that Plaintiff be designated the class representative, and that undersigned counsel
11 be designated as class counsel.

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

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

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

16 E. For such other and further relief as the Court may deem just and
17 proper.

18 **On the Second Cause of Action for Violations of the False Advertising Law**

19 **(Cal. Bus. & Prof. Code §§ 17500, et seq.)**

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

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

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

- 1 D. For an award of equitable and declaratory relief.
- 2 E. For pre- and post-judgment interest and costs of suit incurred herein.
- 3 F. For attorneys' fees incurred herein pursuant to California Code of
4 Civil Procedure section 1021.5, or to the extent otherwise permitted by law.
- 5 G. For such other and further relief as the Court may deem just and
6 proper.

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

- 9 A. For an order certifying that the action be maintained as a class action,
10 that Plaintiff be designated the class representative, and that undersigned counsel
11 be designated as class counsel.
- 12 B. For an injunction putting a stop to the deceptive and misleading
13 conduct described herein and ordering Defendants to correct their deceptive and
14 misleading advertising and pricing practices.
- 15 C. For pre- and post-judgment interest and costs of suit incurred herein.
- 16 D. For attorneys' fees incurred herein pursuant to California Civil Code
17 section 1780, or to the extent otherwise permitted by law.
- 18 E. For such other and further relief as the Court may deem just and
19 proper.

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

- 21 A. For an order certifying that the action be maintained as a class action,
22 that Plaintiff be designated the class representative, and that undersigned counsel
23 be designated as class counsel.
- 24 B. For compensatory damages in an amount to be proven at trial.
- 25 C. For pre- and post-judgment interest and costs of suit incurred herein.
- 26 D. For attorneys' fees incurred herein pursuant to California Code of
27 Civil Procedure section 1021.5, or to the extent otherwise permitted by law.

28

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

3 **DEMAND FOR JURY TRIAL**

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

6
7 DATED: March 21, 2025

Respectfully submitted,

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

9 By: /s/ Kevin J. Cole

10 Attorney for Plaintiff
11 *Madison Levin*