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**ELECTRONICALLY FILED**  
Superior Court of California  
County of Sacramento

05/20/2024

By: R. Fisher Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SACRAMENTO

BRENDA YOUNG, on behalf of herself, all  
others similarly situated, and the general public,

Plaintiff,

vs.

RENEWAL BY ANDERSEN LLC, a  
Minnesota limited liability company,  
ANDERSEN CORPORATION, a Minnesota  
corporation, RIVER CITY WINDOW &  
DOOR, INC., a California corporation, and  
DOES 1-10,

Defendants.

Case No. **24CV009935**

Class Action Complaint for:

1. Unfair Competition (California  
Business & Professions Code §§ 17200 et  
seq.); and
2. False Advertising (California Business  
& Professions Code §§ 17500 et seq.)

1 Plaintiff Brenda Young (“Plaintiff”) brings this action, on behalf of herself and all others  
 2 similarly situated, against Defendants Renewal by Andersen LLC, a Minnesota limited liability  
 3 company, Andersen Corporation, a Minnesota corporation, River City Window & Door, Inc. d/b/a  
 4 Renewal by Andersen of Sacramento, a California corporation, and John Does 1-10 (collectively  
 5 “Renewal by Andersen” or “Defendants”), and states:

6 **I. INTRODUCTION**

7 1. Defendants have professed that they are “committed to upholding and exceeding the  
 8 utmost standards of business ethics.”<sup>1</sup> Yet Defendants’ sales practices blatantly violate business  
 9 ethics, as well as the law.

10 2. Renewal by Andersen LLC is the window-replacement subsidiary of Andersen  
 11 Corporation. It is one of the largest window-replacement companies in the country, operating in  
 12 more than 100 markets across the United States.

13 3. Defendants market their replacement windows and doors, sold through Renewal by  
 14 Andersen LLC and its retailers, as being offered at a substantial discount from the retail price.  
 15 Defendants market their products as being deeply discounted from the retail price, typically between  
 16 20% and 33% off, and represent that the discounts are for a limited time only, typically expiring at the  
 17 end of the month. They also tell potential customers that if they do not purchase replacement  
 18 windows on the day of the initial consultation, the discounts will expire. But in truth, these “limited  
 19 time” deals occur month after month after month, and the “retail” prices from which the  
 20 replacement windows and doors are ostensibly discounted are prices that no one ever pays.

21 4. This scheme, called “false reference pricing,” is designed to lure homeowners into  
 22 believing they are getting substantial discounts when they are not.

23 5. Through this false reference pricing scheme, Defendants have violated California’s  
 24 unfair competition and false advertising laws. This class action seeks restitution for California  
 25 consumers who purchased replacement windows and doors from Renewal by Andersen retailers in  
 26 California that were falsely advertised as discounted, as well as public injunctive relief to protect

27  
 28 <sup>1</sup> <https://www.renewalbyandersen.com/news/2017/10/renewal-by-andersen-named-winner-of-bbb-torch-awards-for-ethics.aspx> (last accessed May 14, 2024).

1 potential future Renewal by Andersen consumers in California from Defendants' false reference  
2 scheme.

3 **II. JURISDICTION AND VENUE**

4 6. This Court has jurisdiction over this action under Cal. Code Civ. Proc. § 410.10, Cal.  
5 Bus. & Prof. Code §§ 17203-17204, 17604, and Cal. Code Civ. Proc. § 382. The arbitration clause  
6 purporting to govern this matter is unenforceable for a number of reasons, including its improper  
7 citation to Massachusetts law, its misstatement of Massachusetts law, its lack of mutuality, and its  
8 requirement that a non-prevailing customer pay Defendants' attorney's fees, expenses, and the cost  
9 of arbitration.

10 7. This Court has personal jurisdiction over Defendants. Events giving rise to the cause  
11 of action occurred in California as a result of Defendants' conduct directed toward California  
12 consumers, they directed the sale of their products to California consumers, and they made  
13 misrepresentations toward California consumers who viewed and relied on those misrepresentations.  
14 As of the filing of this complaint, per the Renewal by Andersen website, there are six Renewal by  
15 Andersen retail locations in California.

16 8. Venue is proper in this Court under Cal. Code Civ. Proc. § 395 because Defendant  
17 River City Window & Door, Inc. has its principal place of business in Sacramento County.

18 9. Because Plaintiff does not allege that she lacks an adequate remedy at law with respect  
19 to her claim for restitution, there is no federal equitable jurisdiction over that claim. And because  
20 Plaintiff brings her claim for public injunctive relief to protect future potential California customers  
21 of Defendants, and does not allege that she herself faces an imminent threat of concrete,  
22 particularized harm, Plaintiff lacks Article III standing to assert a public injunctive relief claim. Since  
23 federal courts lack jurisdiction over these claims for relief, removal of this complaint to federal court  
24 would be improper.

25 **III. PARTIES**

26 10. Plaintiff Brenda Young is a citizen of the State of California. Plaintiff purchased  
27 replacement windows from Defendants.  
28

11. Defendant Renewal by Andersen LLC is a Minnesota limited liability company formed and organized on or about December 17, 2014 with a principal place of business at 9900 Jamaica Avenue South, Cottage Grove, Minnesota 55016. Renewal by Andersen manufactures and sells replacement windows and doors under the brand name “Renewal by Andersen.” Renewal by Andersen LLC is a wholly owned subsidiary of Defendant Andersen Corporation.

12. Defendant Andersen Corporation, the parent company of Renewal by Andersen LLC, has its corporate headquarters at 551 North Maine Street, Bayport, Minnesota. It had annual revenue of \$3.8 billion in 2022.

13. Defendant River City Window & Door, Inc., which does business as Renewal by Andersen of Sacramento (hereinafter “Renewal by Andersen of Sacramento”) is a retailer of Renewal by Andersen windows and doors, with a principal place of business at 11290 Trade Center Drive, Suite B, Rancho Cordova, CA 95742.

14. Plaintiff does not know the names of the defendants sued as John Does 1–10 but will amend this complaint when that information becomes known. Plaintiff alleges on information and belief that each of the Doe defendants is affiliated with any of the named plaintiffs in some respect and is in some manner responsible for the wrongdoing alleged herein, either as a direct participant, a principal, an agent, a successor, an alter ego, a co-conspirator, or an aider-and-abettor with one of the named defendants.

15. Plaintiff is informed and believes that all times material hereto and mentioned herein, each Defendant sued herein was the agent, servant, employer, joint venturer, partner, subsidiary, parent, division, alias, alter ego, co-conspirator, and/or aider-and-abettor of the other Defendants. Plaintiff is also informed and believed that, at all times, each Defendant was acting within the purpose and scope of such agency, servitude, employment, ownership, subsidiary, alias, and/or alter ego and with the authority, consent, approval, control, influence, and ratification of each remaining Defendant sued herein.

#### IV. GENERAL ALLEGATIONS

16. Defendants are engaging in a false and misleading reference price scheme in the marketing and selling of Renewal by Andersen replacement windows and doors.

17. Defendants advertise replacement windows and doors for sale with fictitious or misleading reference prices. These advertised sales are false because the products are never offered for sale at the reference price, so the products are not actually “\_\_% off” or “\$\_\_ off” that price.

18. Andersen Corporation and Renewal by Andersen LLC jointly operate the website [renewalbyandersen.com](https://renewalbyandersen.com), through which they advertise these false reference prices. Based on the location of individuals accessing the website, the website automatically directs potential customers to the subpage of one of its retailers. On its webpage, Renewal by Andersen of Sacramento states that “[w]e are the window replacement division of Andersen Windows[.]”<sup>2</sup>

19. Prior to the filing of this complaint, counsel conducted an investigation of Defendants’ false reference pricing scheme. This investigation revealed that for each of the items analyzed, the replacement windows and doors were never offered at the reference price in the 120 days prior to the date of the analysis. Indeed, a review of Defendants’ television commercials over the past several years revealed that in every single month during 2023 and 2024 (and in earlier months, to the extent that information was available), Defendants offered ostensibly “limited time” deals that discounted their replacement doors and windows by between 20% and 33%. Sometimes the discounts came in different formulations, such as “buy one get one for 40% off” instead of “20% off,” but the net result was the same. In not a single month were Defendants’ windows and doors sold for what they claimed were the retail prices.

20. Defendants engage in this false price referencing scheme because it lures consumers into believing they are getting bargains when they are not. “By creating an impression of savings, the presence of a higher reference price enhances subjects’ perceived value and willingness to buy the product.” Dhruv Grewal & Larry D. Compeau, Comparative Price Advertising: Informative or Deceptive?, 11 J. Pub. Pol’y & Mktg. 52, 55 (Spring 1992) (cited with approval in *Hinojos v. Kohl’s Corp.*, 718 F.3d 1098 (9th Cir. 2013)).

21. The phony discounts Defendants advertise (and which Defendants claim will disappear if potential customers do not sign a contract on Defendants’ first visit to their home) are

<sup>2</sup> <https://www.renewalbyandersen.com/window-company/925-sacramento-ca/about-us> (last accessed May 14, 2024).

1 part of a series of aggressive sales tactics Defendants use to dupe consumers into believing they are  
 2 getting a limited time offer and must sign on the dotted line immediately. As one person in the  
 3 industry put it, “It’s old school sales. High pressure, sign today or else lose your ‘20% discount’ (it’s  
 4 all bulls\*\*t mark-it-up to mark-it-down nonsense).”<sup>3</sup>

5 22. Defendants’ false discount scheme conveyed false information to consumers about  
 6 the value and worth of the products they sell. Academic literature and consumer studies show that  
 7 false price comparisons influence consumer behavior and that reasonable consumers are likely to  
 8 infer that the “retail” price connotes the “true value” of the product being purchased. They also  
 9 show that this scheme is likely to deceive consumers by creating illusions of savings that the  
 10 consumer thinks they need to take advantage of by purchasing the product now rather than risk  
 11 losing the purported savings or continuing to look for a better deal elsewhere. They further show that  
 12 as discount sizes increase, consumers’ perceptions of value and their willingness to buy merchandise  
 13 increases, while their intention to search for a lower price decreases.

14 23. A reasonable consumer, having been informed that the discounts they were  
 15 purportedly receiving were not discounts at all, and having been informed that Defendants’ “limited  
 16 time” offers were not, in fact, limited time offers, would not have purchased the products at the  
 17 price they paid, and would not have valued them at that price. To the contrary, upon learning that  
 18 Defendants’ aggressive sales tactics were designed to dupe consumers into purchasing their  
 19 expensive windows and doors during Defendants’ first sales consultation, without the chance to do  
 20 any meaningful any price comparison, a reasonable consumer would value Defendants’ windows and  
 21 doors at less than they paid for them. *See Pulaski & Middleman, LLC v. Google, Inc.*, 802 F.3d 979,  
 22 989 (9th Cir. 2015) (restitution available under California law when “the consumer has purchased a  
 23 product that he or she paid more for than he or she otherwise might have been willing to pay if the  
 24 product had been labeled accurately . . . UCL and FAL restitution is based on what a purchaser *would*  
 25 *have paid at the time of purchase had the purchaser received all the information*” (emphasis in  
 26 original)).

27  
 28 <sup>3</sup> [https://www.reddit.com/r/sales/comments/14lxy2i/who works for renewal by anderson was just/](https://www.reddit.com/r/sales/comments/14lxy2i/who_works_for_renewal_by_anderson_was_just/) (last  
 accessed May 9, 2024).



24. Moreover, Renewal by Andersen replacement windows and doors are very expensive, with significantly higher prices than their competitors for comparable products.<sup>4</sup> A reasonable customer armed with accurate information at the time of the sale, absent Defendants' high-pressure sales tactics linked to their phony "limited time" discounts, would have been able to ascertain that comparable replacement windows and doors from Defendants' competitors are substantially less expensive.

25. Defendants' false reference pricing scheme also artificially inflated consumer demand for Defendants' products, such that consumers all paid an objectively ascertainable premium for their products compared to what they would have paid absent the scheme.

26. Defendants' false reference pricing scheme violates California law in a number of ways.

27. First, it constitutes an unfair and fraudulent business practice under California's Unfair Competition Laws (UCL).

<sup>4</sup> See, e.g., <https://www.thisoldhouse.com/windows/reviews/renewal-by-andersen> (Renewal by Andersen "[h]as an industry reputation of higher prices than many competitors for a similar product."); [https://www.reddit.com/r/Carpentry/comments/15zntlp/are\\_renewal\\_by\\_anderson\\_window\\_worth\\_it\\_is\\_there/](https://www.reddit.com/r/Carpentry/comments/15zntlp/are_renewal_by_anderson_window_worth_it_is_there/) ("Renewal by Andersen is an enormous ripoff. I'm a general contractor and by no means the cheapest. The prices they have given to my customers are easily 25 percent higher than mine, and my price is for the same exact Andersen windows."); [https://www.reddit.com/r/sales/comments/14ys4rt/window\\_salesman\\_horrible/](https://www.reddit.com/r/sales/comments/14ys4rt/window_salesman_horrible/) ("I worked for Renewal by Andersen for a short while. Good window but so overpriced and they did the whole monthly promotional price is xxxxxx but if you buy today it's xxxx."); [https://www.reddit.com/r/HomeImprovement/comments/1awvq46/7800\\_for\\_sliding\\_door\\_is\\_that\\_normal/](https://www.reddit.com/r/HomeImprovement/comments/1awvq46/7800_for_sliding_door_is_that_normal/) ("I worked for Renewal by Andersen." "Renewal by Andersen is extremely overpriced and their sales folks can be very aggressive."); [https://www.reddit.com/r/HomeImprovement/comments/p8xtw9/are\\_renewal\\_by\\_andersen\\_windows\\_truly\\_worth\\_the/](https://www.reddit.com/r/HomeImprovement/comments/p8xtw9/are_renewal_by_andersen_windows_truly_worth_the/) ("Neighbor worked about 20 years for Andersen and told us they are good windows but others are just as good for way less."); [https://www.reddit.com/r/sales/comments/14lxy2i/who\\_works\\_for\\_renewal\\_by\\_anderson\\_was\\_just/](https://www.reddit.com/r/sales/comments/14lxy2i/who_works_for_renewal_by_anderson_was_just/) ("I've been selling windows & doors for 12+ years with Andersen being 50% of my business." "The same exact doors they sell for 15-18K (not exaggerating) are available at Home Depot, or other 'normal' (Non-RBA Andersen dealers) for 5K at the most."); <https://www.marketwatch.com/guides/home-improvement/renewal-by-andersen-reviews/> ("I retired after 40+ years from the construction/window industry. I have sold millions of dollars of windows. Renewal By Anderson [sic] is a good window, but [it] is way overpriced. There are other composite windows and vinyl windows out there that are just as good and cost half the price.") (all websites last accessed May 9, 2024).

28. Second, it constitutes a false advertising scheme under California's False Advertising Laws (FAL).

29. Third, it constitutes an unlawful business practice under the UCL, because California law only permits a retailer to market an item as being on sale if the reference price was the prevailing market price within the prior three months, unless the advertisement clearly specifies the last time the reference price did prevail, neither of which occurred here. *See* Cal. Bus. & Prof. Code § 17501.

30. Fourth, it constitutes an unlawful business practice under the UCL because it violates federal law as well. The Federal Trade Commission Act (FTCA) prohibits unfair or deceptive acts affecting commerce, as well as false advertising. 15 U.S.C. §§ 45(a)(1), 52(c), and requires that an advertised reference price be "one at which the product was openly and actively offered for sale, for a reasonably substantial period of time, in the recent, regular course of his business, honestly and in good faith—and, of course, not for the purpose of establishing a fictitious higher price on which a deceptive comparison might be based." 16 C.F.R. § 233.1(b).

31. The FTCA specifically calls out false reference pricing schemes as deceptive acts. "One of the most commonly used forms of bargain advertising is to offer a reduction from the advertiser's own former price for an article." 16 C.F.R. § 233.1(a). But if "the former price being advertised is not bona fide but fictitious—for example, where an artificial, inflated price was established for the purpose of enabling the subsequent offer of a large reduction—the 'bargain' being advertised is a false one; the purchaser is not receiving the unusual value he expects. In such a case, the 'reduced' price is, in reality, probably just the seller's regular price." *Id.*

## V. SPECIFIC ALLEGATIONS

32. On June 14, 2023, Plaintiff purchased replacement windows from Defendants. The total price of the transaction was \$46,875. The Defendants' sales representative told her that day – the first visit from Defendants – that the "project price before discounts" was \$69,962, that she was receiving a 33% discount off of the project price, that the 33% discount was a special promotion that was only good that day, and that to receive the discount she had to sign the contract that day. The contract trumpets, in large letters, the "\$23,087 savings" Plaintiff was ostensibly receiving because of a "June Promotion."



1           33.     The contract further provides that Renewal by Andersen LLC has the right to use  
2 Plaintiff's name, likeness, and other information for marketing its products or services, that Renewal  
3 by Andersen LLC is the owner of such marketing materials, and that Plaintiff releases Renewal by  
4 Andersen LLC from all claims relating to such marketing materials.

5           34.     After observing the represented "project price before discounts" of the items she  
6 selected and the accompanying "33% off" price, Plaintiff believed she was receiving a substantial  
7 discount off the price of the items she purchased, and did not want to lose out on the limited time  
8 offer.

9           35.     But in truth, the products Plaintiff purchased were never offered for sale at the  
10 "project price before discounts."

11           36.     Had Plaintiff known that the false project price was arbitrary and part of Defendants'  
12 aggressive sales tactics designed to dupe consumers like Plaintiff into believing they were getting a  
13 special percentage discount that would expire if they did not sign on the dotted line that very day,  
14 when in fact the "limited time" offers were not limited and the "discounts" were not actually  
15 discounts, she would not have purchased Defendants' products for the price she paid. Consequently,  
16 she values Defendants' products at less than what she paid for them.

17           37.     Moreover, had Plaintiff been armed with accurate information at the time of the sale,  
18 without Defendants' high-pressure sales tactics linked to their phony "limited time" discounts, she  
19 would have been able to ascertain that comparable replacement windows and doors from  
20 Defendants' competitors were substantially less expensive than the ones she purchased from  
21 Defendants.

22           38.     Moreover, Defendants' false reference pricing scheme artificially inflated consumer  
23 demand for Defendants' products, such that Plaintiff paid an objectively ascertainable premium for  
24 Defendants' products compared to what she would have paid absent the scheme.

25           39.     On July 6, 2023, the parties executed an addendum to the contract reflecting the  
26 installation of a patio door in lieu of one of the replacement window, which ultimately cost Plaintiff  
27 an additional \$5,218. The remaining terms of the contract remained unchanged.

28

1 **V. CLASS ALLEGATIONS**

2 40. Plaintiff brings this action on behalf of herself and all other similarly situated  
3 individuals pursuant to California Code of Civil Procedure § 382 and seeks certification of the  
4 following class against Defendants:

5 **All California citizens who, within the applicable statute of limitations (the**  
6 **“Class Period”), purchased from a California Renewal by Andersen retailer**  
7 **one or more items advertised as being discounted from the regular price and**  
8 **who have not received a refund or credit for their purchase(s) (the “Class”).**

9 41. Excluded from the Class are Defendants and their parent companies, subsidiaries, and  
10 affiliates, as well as their respective officers, employees, agents, and affiliates. Also excluded from the  
11 Class is any judicial officer who presides over this action.

12 42. Plaintiff reserves the right to expand, limit, modify, or amend the class definition,  
13 including adding subclasses, in connection with their motion for class certification or at any other  
14 time, based on, inter alia, changing circumstances or new facts obtained during discovery.

15 43. The Class is so numerous that joinder of all members is impracticable. On information  
16 and belief, Plaintiff believes that the proposed Class contains thousands of individuals. The precise  
17 number of Class members is unknown to Plaintiff.

18 44. Plaintiff's claims are typical of the Class because all Class members were deceived, or  
19 were likely to be deceived, by Defendants' false reference pricing scheme. Plaintiff is advancing the  
20 same claims and legal theories on behalf of herself and all Class members.

21 45. Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has  
22 retained counsel experienced in complex class action litigation, and Plaintiff intends to prosecute this  
23 action vigorously. Plaintiff has no antagonistic or adverse interest to the Class.

24 46. A class action is the superior procedure to vindicate the interests of Plaintiff and the  
25 Class. The amount by which Defendants were unjustly enriched at the expense of individual Class  
26 members is relatively modest compared to the burden and expense that would be entailed by  
27 individual litigation of their claims. It would thus be virtually impossible for Plaintiff and the Class to  
28 obtain effective redress through individual actions. Moreover, absent a class action, the equitable

1 rights of Class members and the general public would likely not be vindicated, and Defendants will be  
2 permitted to remain unjustly enriched by their fraudulent and deceptive misdeeds.

3 47. This action involves common questions of law and fact that predominate over  
4 questions affecting individual Class members. These common legal and factual questions include, but  
5 are not limited to, the following:

- 6 a. whether, during the Class Period, Defendants falsely advertised limited-time price  
7 discounts on their replacement windows and doors;
- 8 b. whether, during the Class Period, Defendants ever offered items for sale or sold items  
9 at the non-discounted price, and, if so, whether the non-discounted price was the  
10 prevailing price within the three months preceding each sale, and if not, whether the  
11 advertisement clearly specifies the last time the non-discounted price prevailed;
- 12 c. whether, during the Class Period, Defendants' advertised sale prices and percentage-  
13 off discounts reflected any actual discounts or savings;
- 14 d. whether, during the Class Period, Defendants' customers paid a premium for their  
15 products as a result of Defendants' false reference pricing scheme;
- 16 e. whether Defendants' conduct constitutes a violation of the UCL and FAL as alleged  
17 herein;
- 18 f. whether Defendants' conduct constitutes a violation of California and federal pricing  
19 regulations; and
- 20 g. whether Class members are entitled to restitution as a result of Defendants' false  
21 reference pricing scheme.

22 48. All Class members were exposed to Defendants' false reference pricing scheme.  
23 Given the uniformity of Defendants' false advertising, it can be reasonably inferred that  
24 misrepresentations or omissions of material fact were uniformly made to all members of the Class.  
25 Given that the purpose of the scheme was to dupe consumers into thinking they were buying  
26 discounted products, and that the discounts were substantial, it can be reasonably presumed that the  
27 Defendants' false advertising affected the purchasing decisions of all Class members. It can also  
28

1 reasonably be presumed that Class members uniformly paid more for their items than they would  
2 have had the actual retail prices been truthfully advertised.

3 49. Absent public injunctive relief, California consumers who are potential customers of  
4 Defendants are susceptible to future harm from Defendants' false reference pricing scheme.

5 50. On information and belief, Defendants keep computerized records of their customers.  
6 Defendants have one or more databases through which a significant majority of Class members may  
7 be identified and ascertained, and they maintain contact information, including email and home  
8 addresses, through which notice of this action could be disseminated in accordance with due process  
9 requirements.

10 **VI. CAUSES OF ACTION**

11 **FIRST CAUSE OF ACTION**

12 **Unfair Competition, Cal. Bus. & Prof. Code §§ 17200, et seq. against Defendants**

13 51. Plaintiff realleges all of the allegations in prior paragraphs.

14 52. Plaintiff brings this claim individually, on behalf of the members of the proposed  
15 Class, and on behalf of the general public against Defendants for violations of the UCL.

16 53. The UCL defines unfair business competition to include any "unlawful, unfair or  
17 fraudulent" practice, as well as any "unfair, deceptive, untrue or misleading" advertising. Cal. Bus.  
18 Prof. Code § 17200. Liability under the UCL attaches when a party engages in unfair, fraudulent, or  
19 unlawful practices, regardless of the party's state of mind.

20 Unfair Business Practices

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

25 55. Defendants' false reference pricing scheme constitutes an unfair business practice  
26 because the scheme misled customers, offended an established public policy of transparency in  
27 pricing, and constituted immoral, unethical, oppressive, and unscrupulous activity that is  
28 substantially injurious to consumers.

56. The harm to Plaintiff and members of the proposed Class outweighs any rationale for Defendants' practices. There were alternative means of furthering Defendants' legitimate business interests other than deceiving their customers.

#### Fraudulent Business Practices

57. A business practice is fraudulent under the UCL if it is likely to deceive consumers.

58. Defendants' false reference pricing scheme constitutes a fraudulent business practice because Defendants deceived Plaintiff and members of the proposed Class into purchasing products from Defendants under the false pretense that they were buying the products at a discount, when in fact the price from which the "discount" was taken was a sham.

59. Plaintiff and members of the proposed Class relied on Defendants' fraudulent and deceptive representations in its false reference pricing scheme. These misrepresentations played a substantial role in Plaintiff's and members of the proposed Class's decision to purchase products at a purportedly steep discount. Plaintiff and members of the proposed Class would not have purchased the products that they did for that price that they paid without Defendants' misrepresentations.

#### Unlawful Business Practices

60. A business practice is unlawful under the UCL if it violates any other law or regulation.

61. Defendants' false reference pricing scheme violates state and federal law. It violates the FTCA, which prohibits "unfair or deceptive acts or practices in or affecting commerce" and prohibits the dissemination of false advertisements. *See* 15 U.S.C. §§ 45(a)(1), 52(a); 16 C.F.R. § 233.1(a), (b). It violates the FAL, which prohibits retailers from advertising that an item is discounted from a former price unless the former price was the prevailing market price during the prior three months (unless the advertisement clearly specifies the last time the alleged former price did prevail). *See* Cal. Bus. & Prof. Code § 17501. And it violates the Consumer Legal Remedies Act (CLRA), which prohibits a business from "[m]aking false or misleading statements of fact concerning reasons for, existence of, or amounts of price reductions." Cal. Civ. Code § 1770(a)(13).

62. Defendants' unlawful, unfair, and fraudulent business practices have unjustly enriched Defendants at the expense of Plaintiff and members of the proposed Class.

63. Plaintiff and members of the proposed Class are entitled under the UCL to disgorgement and restitution to Plaintiff and members of the proposed Class to the extent of Defendants' unjust enrichment as a result of the scheme, or such other amount as the Court may find equitable.

64. Plaintiff and members of the proposed Class are also entitled under the UCL to public injunctive relief enjoining Defendants' use of their unlawful, unfair, and fraudulent false reference pricing scheme in California in the future.

## SECOND CAUSE OF ACTION

**False Advertising, Cal. Bus. & Prof. Code §§ 17500, et seq. against Defendants**

65. Plaintiff realleges all of the allegations in prior paragraphs.

66. Plaintiff brings this claim individually, on behalf of the members of the proposed Class, and on behalf of the general public against Defendants for violations of the FAL.

67. The FAL makes it unlawful for a business that intends to sell a product to falsely advertise that product. Cal. Bus. & Prof. Code § 17500.

68. The FAL prohibits retailers from advertising that an item is discounted from a former price unless the alleged former price was the prevailing market price within the prior three months (unless the advertisement clearly specifies the last time the alleged former price did prevail). Cal. Bus. & Prof. Code § 17501.

69. Defendants' false reference pricing scheme violated section 17500, because Defendants' advertisements falsely and misleadingly claimed discounts from fictional reference prices, and also violated section 17501, because Defendants' products were never sold at the fictional reference prices.

70. Defendants' false advertising misled Plaintiff and members of the proposed Class.

71. Defendants' false advertising unjustly enriched Defendants at the expense of Plaintiff and members of the proposed Class.

72. Plaintiff and members of the proposed Class are entitled under the FAL to disgorgement and restitution to Plaintiff and members of the proposed Class to the extent of



1 Defendants' unjust enrichment as a result of the scheme, or such other amount as the Court may  
2 find equitable.

3 73. Plaintiff and members of the proposed Class are also entitled under the FAL to public  
4 injunctive relief enjoining Defendants' use of its unlawful, unfair, and fraudulent false reference  
5 pricing scheme in California in the future.

6 **PRAYER FOR RELIEF**

7 Plaintiff, on behalf of herself and the members of the proposed Class, requests that this Court  
8 award the following relief against Defendants:

9 a. an order certifying the Class and designating Plaintiff as Class Representative and her  
10 counsel as Class Counsel;

11 b. restitution and disgorgement of all unjust enrichment that Defendants obtained from  
12 Plaintiff and the Class members as a result of their unlawful, unfair, and fraudulent business practices  
13 and their false advertising as described herein;

14 c. public injunctive relief enjoining Defendants from continuing their false reference  
15 pricing scheme in California in the future; and

16 d. attorneys' fees and costs.  
17  
18

19 Dated: May 20, 2024

**WARREN TERZIAN LLP**

20  
21 

22 Thomas D. Warren

23 *Counsel for Brenda Young and Proposed Class*  
24 *Counsel*  
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Thomas D. Warren (CA 160921); Dan Terzian (SBN 283835) 222 N Pacific Coast Hwy, Ste 2000; El Segundo, CA 90245		FOR COURT USE ONLY  <b>ELECTRONICALLY FILED</b> Superior Court of California County of Sacramento  <b>05/20/2024</b> By: <u>R. Fisher</u> Deputy	
TELEPHONE NO.: (213) 410-2620 FAX NO.: EMAIL ADDRESS: tom.warren@warrenterzian.com ATTORNEY FOR (Name): Plaintiff Brenda Young		CASE NUMBER:  <b>24CV009935</b>  JUDGE: DEPT.:	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO</b> STREET ADDRESS: 720 9th Street MAILING ADDRESS: CITY AND ZIP CODE: Sacramento, CA 95814 BRANCH NAME: Gordon D. Schaber County Courthouse			
CASE NAME: Young v. Renewal By Andersen LLC			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$35,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$35,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

*Items 1–6 below must be completed (see instructions on page 2).*

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input checked="" type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input checked="" type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |   |  |
|---|--|
| a. <input type="checkbox"/> Large number of separately represented parties<br>b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|---|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): two (unfair competition and false advertising)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: May 20, 2024  
 Dan Terzian

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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