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12
13 **UNITED STATES DISTRICT COURT**
14 **SOUTHERN DISTRICT OF CALIFORNIA**
15

16 CASEY FOX, individually and on
17 behalf of all others similarly situated,

18 *Plaintiff,*

19 v.

20 A.O. SMITH WATER TREATMENT
21 (NORTH AMERICA), INC.,

22 *Defendant.*
23
24
25
26
27
28

Case No. **'25CV1552 WQHDEB**

CLASS ACTION COMPLAINT

Jury Trial Demanded

Class Action Complaint

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I. Introduction.

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

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

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

4. Moreover, section 17501 of California’s False Advertising Law provides, “[n]o price shall be advertised as a former price ... unless the alleged former price was the prevailing market price ... within three months next immediately preceding” the advertising. Cal. Bus. & Prof. Code § 17501. So, in addition to generally prohibiting untrue and misleading fake discounts, it also specifically prohibits advertising a former price that was not the prevailing price in the prior three months.

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

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

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


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

6 8. Defendant A.O. Smith Water Treatment (North America), Inc.
7 (“Defendant” or “Aquasana”) manufactures, markets, and sells Aquasana-branded
8 products, including online through the Aquasana website, www.aquasana.com
9 (“Aquasana Products” or “Products”), and over the phone through the toll-free number
10 advertised on the website.

11 9. Defendant advertises purported regular prices and purported limited-time
12 sales offering steep discounts from those listed regular prices. For example, “Up to
13 55% OFF Sitewide!” or “50% Off Whole House Filters and Water Conditioners.”:

14
15 
16


17 *Captured February 17, 2025*
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19
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21

22
23 *Captured April 24, 2025*
24
25
26
27
28

50% OFF WHOLE HOUSE FILTERS AND WATER CONDITIONERS

50% OFF WHOLE HOUSE FILTERS AND WATER CONDITIONERS




Rhino®

★★★★★ 4.5

SALE PRICE
\$999.00
\$1,998.00 MSRP

[Add To Cart](#) [View Details](#)



Rhino® Max Flow

★★★★☆ 4.2

SALE PRICE
\$1,349.00
\$2,698.00 MSRP

[Add To Cart](#) [View Details](#)


Captured June 5, 2025

UP TO 60% OFF UNDER SINK SYSTEMS - LIMITED TIME!

UP TO 60% OFF UNDER SINK SYSTEMS - LIMITED TIME!

AquaSana's Choice

Compare | [Best Seller](#)




SmartFlow® Reverse Osmosis

Faucet Finish: Brushed Nickel
[SEE MORE](#)

SALE PRICE
● **\$189.99** \$449.99 MSRP

WATER FOR LIFE® PRICE (?)
○ **\$189.99** UP TO 58% OFF + Free Shipping!

Compare | [Top Rated](#)




Claryum® 3-Stage Max Flow

Faucet Finish: Brushed Nickel

SALE PRICE
● **\$179.99** \$449.99 MSRP

WATER FOR LIFE® PRICE (?)
○ **\$179.99** 60% OFF + Free Shipping!




Claryum® 3-Stage

Faucet Finish: Brushed Nickel

SALE PRICE
● **\$149.99** \$349.99 MSRP

WATER FOR LIFE® PRICE (?)
○ **\$149.99** 57% OFF + Free Shipping!



Claryum® 2-Stage

Faucet Finish: Brushed Nickel

SALE PRICE
● **\$119.99** \$249.99 MSRP

WATER FOR LIFE® PRICE (?)
○ **\$119.99** 52% OFF + Free Shipping!

Captured November 26, 2024

1 10. Defendant also advertises that the sales are limited in time, by using
2 language like “LIMITED TIME” and “ENDS TODAY!” For example:

3
4 **60% OFF WHOLE HOUSE SYSTEMS + FREE SHIPPING - LIMITED TIME!**

5
6 *Captured December 18, 2024*

7
8 **50% OFF UNDER SINK SYSTEMS - ENDS TODAY!**

9
10 *Captured January 7, 2025*

11 11. Far from being time-limited, however, steep discounts on Defendant’s
12 Products are nearly always, if not always, available. As a result, everything about
13 Defendant’s price and purported discount advertising is false. The list prices Defendant
14 advertises are not actually Defendant’s regular prices, because Defendant’s Products
15 are consistently available for less than that. The purported discounts Defendant
16 advertises are not the true discounts the customer is receiving, and are often not a
17 discount at all. Nor are the purported discounts limited time—quite the opposite, they
18 are available almost all the time.

19 12. As described in greater detail below, after reviewing Defendant’s website,
20 aquasana.com, and seeing and relying on an advertised sale, Plaintiff bought Products
21 from Defendant. When Plaintiff made his purchase, Defendant advertised that a
22 purported sale was going on, and Plaintiff believed that he was being offered steep
23 discounts from the purported regular prices that Defendant advertised. And based on
24 Defendant’s representations, Plaintiff believed that he was purchasing Products whose
25 regular prices and market values were the purported list prices that Defendant
26 advertised, that he was receiving substantial discounts, and that the opportunity to get
27 those discounts was time-limited. These reasonable beliefs caused Plaintiff to buy from
28 Defendant.

1 13. The representations that Plaintiff relied on, however, were not true. The
2 purported regular prices Defendant advertised were not the true regular prices at which
3 Defendant usually sells the Products. The purported discounts were not true discounts,
4 and the sales were ongoing—not time-limited. Had Defendant been truthful, Plaintiff
5 and other consumers like him would not have purchased the Products, or would have
6 paid less for them.

7 14. Plaintiff bring this case for themselves and other customers who
8 purchased Aquasana Products from Defendant.

9 **II. Parties.**

10 15. Plaintiff Casey Fox is domiciled in Fallbrook, California.

11 16. The proposed class includes citizens of every state.

12 17. Defendant A.O. Smith Water Treatment (North America), Inc. is a Texas
13 Corporation with its principal place of business at 6310 Midway Road, Haltom City,
14 TX 76117.

15 **III. Jurisdiction and Venue.**

16 18. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2).
17 The amount in controversy exceeds \$5,000,000, exclusive of interest and costs, and the
18 matter is a class action in which one or more members of the proposed class are
19 citizens of a state different from Defendant.

20 19. The Court has personal jurisdiction over Defendant because Defendant
21 sold Aquasana Products to consumers in California, including to Plaintiff.

22 20. Venue is proper under 28 U.S.C. § 1391(b)(1), 28 U.S.C. § 1391(c)(2),
23 and 28 U.S.C. § 1391(d) because Defendant is subject to personal jurisdiction in this
24 District with respect to this action, and would be subject to personal jurisdiction in this
25 District if this District were a separate state, given that Defendant sold Aquasana
26 Products to consumers in California and this District, including to Plaintiff. Venue is
27 also proper under 28 U.S.C. § 1391(b)(2) because a substantial part of Defendant's
28

1 conduct giving rise to the claims occurred in this District, including Defendant's sale to
2 Plaintiff.

3 **IV. Facts.**

4 **A. Defendant's fake sales and discounts.**

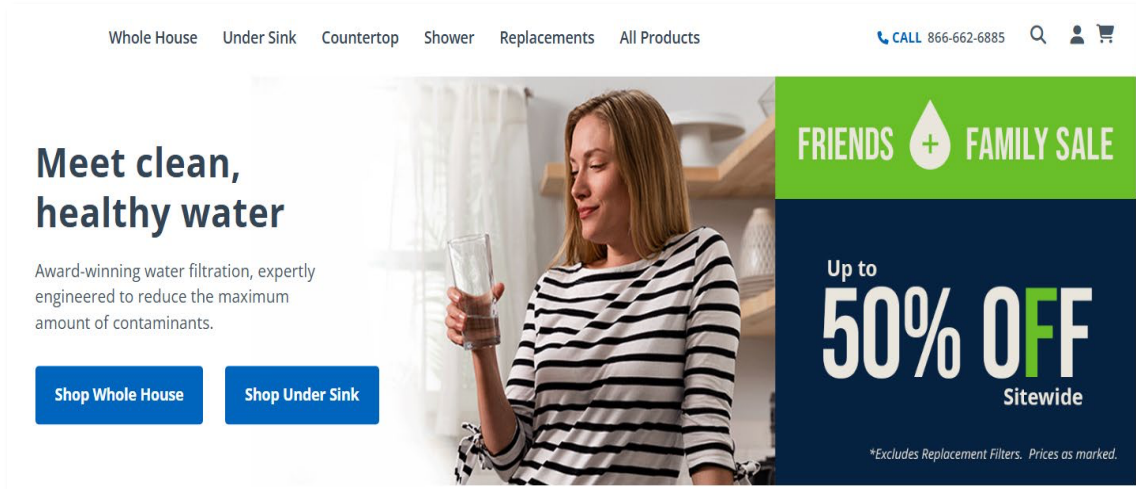
5 21. Defendant A.O. Smith Water Treatment (North America), Inc.
6 ("Aquasana") manufactures, distributes, markets, and sells Aquasana-branded Products
7 ("Products"). Aquasana sells its Products directly to consumers, including through its
8 website, aquasana.com, as well as over the phone through a toll-free number available
9 on the website.

10 22. Defendant creates the false impression that its Products' regular prices are
11 higher than they truly are.

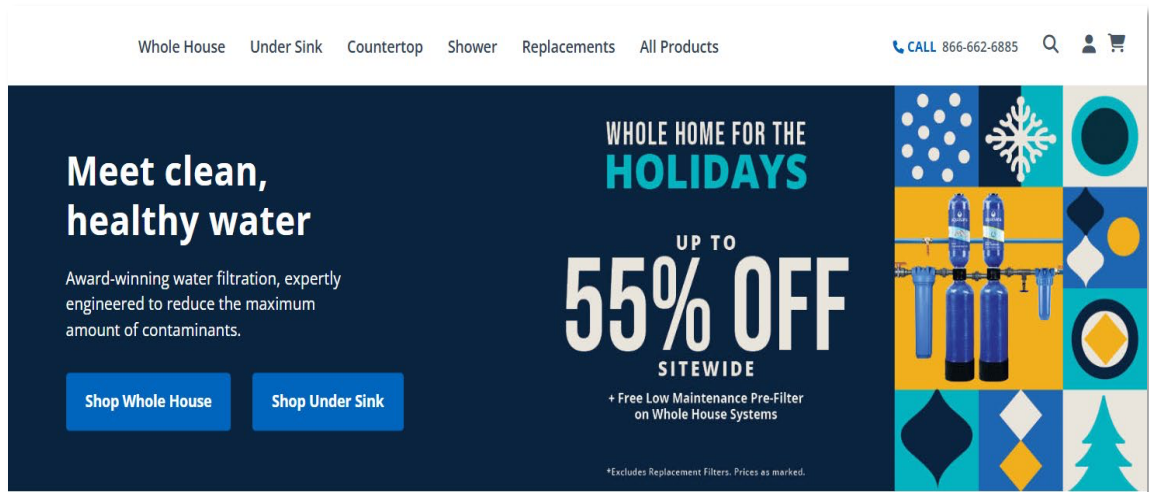
12 23. Defendant frequently advertises steep discounts on its Products. These
13 discounts regularly offer "X% off" or "Up to X% off," or show the purported regular
14 prices in strikethrough font alongside purported "Sale Price[s]," often in colorful font
15 (e.g., "\$1,998.00" next to a "Sale Price" of "\$999.00"). Reasonable consumers
16 reasonably interpret Defendant's advertisements to mean that they will be getting a
17 discount off of the prices that Defendant usually charges for its Products. But these
18 discounts run constantly, and Defendant advertises them prominently.

19 24. Defendant regularly advertises "sitewide" sales on its homepage and on
20 banners across the website, offering purported discounts on nearly all of Defendant's
21 products.¹ For example:

26 ¹ Defendant's sales include some limited restrictions. Most notably, its
27 "replacement" filters are regularly excluded from its sales. It's other products,
28 however—including the Products purchased by Mr. Fox—are almost always available
at a purported sale price.



Captured November 9, 2023



Captured December 11, 2023



Captured May 29, 2024

Anniversary Sale - Up to 55% OFF Sitewide!

Captured September 26, 2024

The Semi-Annual Sale - Up to 55% OFF Sitewide!

Captured March 17, 2025


Week of Savings - Up to 50% OFF Sitewide!




Captured October 9, 2024

25. And, even on days where Defendant's website does not show a banner advertising a "sitewide" sale, purported sales on the Aquasana Products are still routinely advertised on different product category pages across the website (for example, "Whole House Filters," "Under Sink Systems," "Countertop Systems," and "Shower Filters"). Examples of this type of advertising are shown below:

50% OFF WHOLE HOUSE FILTERS AND WATER CONDITIONERS


Compare | **Best Seller** Compare |






Rhino®
★★★★★ 4.5
SALE PRICE
\$999.00
~~\$1,998.00 MSRP~~
 
Starting at \$91/mo with .
Check your purchasing power

AVAILABLE UPGRADES

- ☐ Add Salt-Free Water Conditioner ⓘ ~~\$1,498.00~~ **+\$749.00**
- ☐ Add UV Filter ⓘ ~~\$1,498.00~~ **+\$749.00**
- ☐ Add Pro-Grade Bypass Kit ⓘ ~~\$198.00~~ **+\$99.00**
- ☐ Add Low Maintenance Pre-Filter ⓘ ~~\$298.00~~ **+\$149.00**



Rhino® Max Flow
★★★★★ 4.2
SALE PRICE
\$1,349.00
~~\$2,698.00 MSRP~~
 
Starting at \$122/mo with .
Check your purchasing power

AVAILABLE UPGRADES


- ☐ Add Tall Salt-Free Water Conditioner ⓘ ~~\$1,598.00~~ **+\$799.00**
- ☐ Add Max Flow UV Filter ⓘ ~~\$1,498.00~~ **+\$749.00**
- ☐ Add Pro-Grade Bypass Kit ⓘ ~~\$198.00~~ **+\$99.00**
- ☐ Add Low Maintenance Pre-Filter ⓘ ~~\$298.00~~ **+\$149.00**

Captured March 17, 2025


50% OFF SHOWER FILTERS WITH WATER FOR LIFE - LIMITED TIME!

50% OFF SHOWER FILTERS WITH WATER FOR LIFE - LIMITED TIME!


Aquasana's Choice Compare | Compare | Compare | **Best Seller** Compare |




Shower Filter with Handheld Wand - Chrome

Type of Shower Head: Chrome Wand 


SALE PRICE
● **\$89.99** ~~\$149.99 MSRP~~
WATER FOR LIFE® PRICE ⓘ
○ **\$74.99** 50% OFF + Free Shipping!




Shower Filter with Handheld Wand - White

Type of Shower Head: White Wand 


SALE PRICE
● **\$84.99** ~~\$139.99 MSRP~~
WATER FOR LIFE® PRICE ⓘ
○ **\$69.99** 50% OFF + Free Shipping!




Shower Filter

Type of Shower Head: Standard 

SALE PRICE
● **\$79.99** ~~\$119.99 MSRP~~
WATER FOR LIFE® PRICE ⓘ
○ **\$59.99** 50% OFF + Free Shipping!



SALE PRICE
● **\$69.99** ~~\$99.99 MSRP~~

SALE PRICE
● **\$69.99** ~~\$99.99 MSRP~~
WATER FOR LIFE® PRICE ⓘ
○ **\$49.99** 50% OFF + Free Shipping!

Captured September 10, 2024

50% OFF COUNTERTOP SYSTEMS + FREE ADDITIONAL REPLACEMENT FILTER - ENDS TODAY!

50% OFF COUNTERTOP SYSTEMS + FREE ADDITIONAL REPLACEMENT FILTER - ENDS TODAY!

Upgraded Compare



Free Extra Filter!
Limited Time Offer

Clean Water Machine

Color: Black

SALE PRICE
● **\$199.99** ~~\$399.99~~ MSRP

SALE PRICE
● **\$199.99** ~~\$399.99~~ MSRP


WATER FOR LIFE PRICE (?)
○ **\$199.99** 50% OFF + Free Shipping!

Captured October 31, 2023

50% OFF UNDER SINK SYSTEMS UNTIL APR 17

50% OFF UNDER SINK SYSTEMS UNTIL APR 17

New Product Compare | Best Seller Compare | Top Rated Compare



SmartFlow™ Reverse Osmosis

Claryum® 3-Stage Max Flow

Claryum® 3-Stage

Claryum® 3-Stage

SALE PRICE
● **\$124.99** ~~\$249.99~~ MSRP

Faucet Finish: Brushed Nickel

SALE PRICE
● **\$224.99** ~~\$449.99~~ MSRP

SALE PRICE
● **\$224.99** ~~\$449.99~~ MSRP

SALE PRICE
● **\$174.99** ~~\$349.99~~ MSRP

SALE PRICE
● **\$124.99** ~~\$249.99~~ MSRP

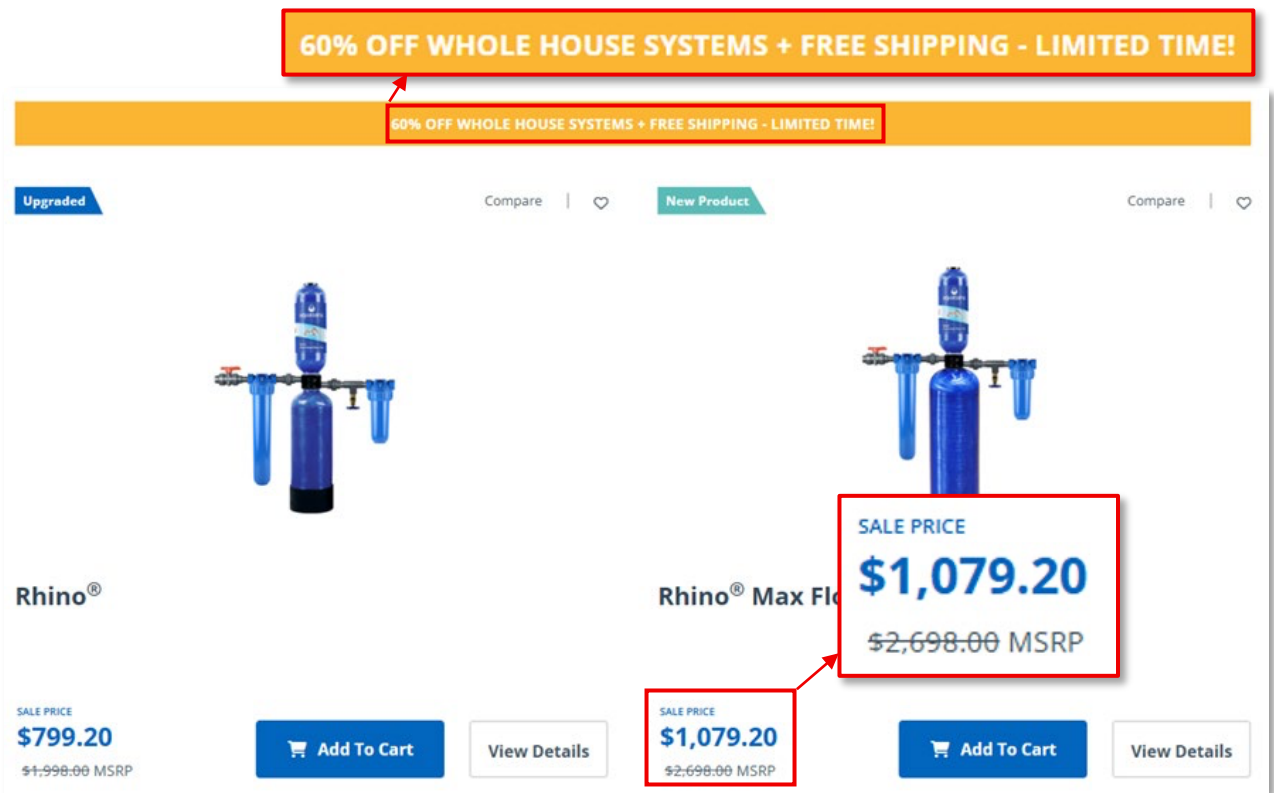
WATER FOR LIFE PRICE (?)
○ **\$224.99** 50% OFF + Free Shipping!

WATER FOR LIFE PRICE (?)
○ **\$224.99** 50% OFF + Free Shipping!

WATER FOR LIFE PRICE (?)
○ **\$174.99** 50% OFF + Free Shipping!

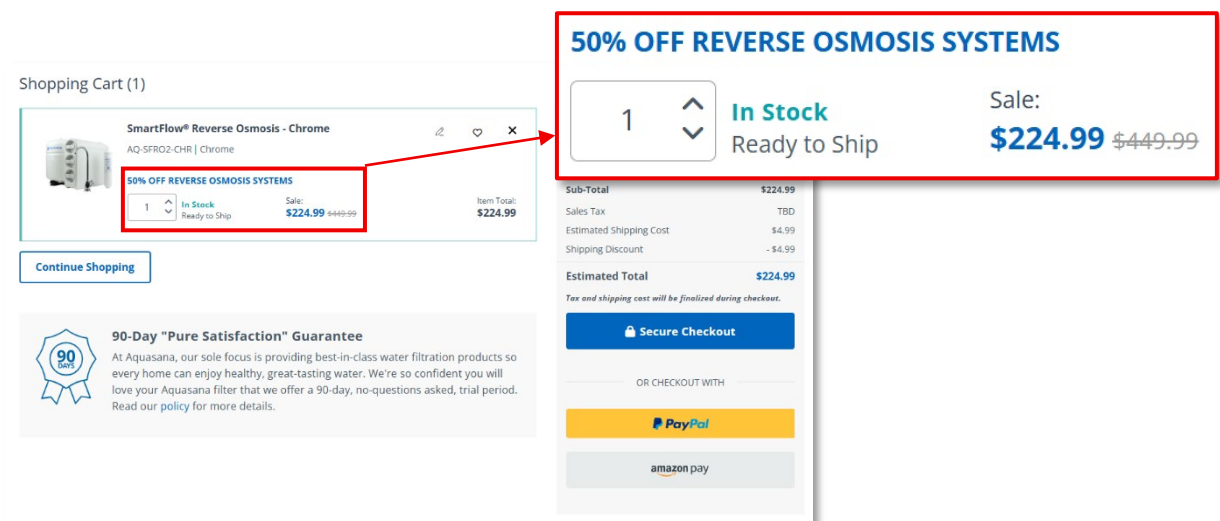
WATER FOR LIFE PRICE (?)
○ **\$124.99** 50% OFF + Free Shipping!

Captured April 15, 2024



Captured December 16, 2023

26. Defendant also advertises its purported discounts at checkout, by showing consumers the “sale” price next to the purported regular price in strikethrough font:

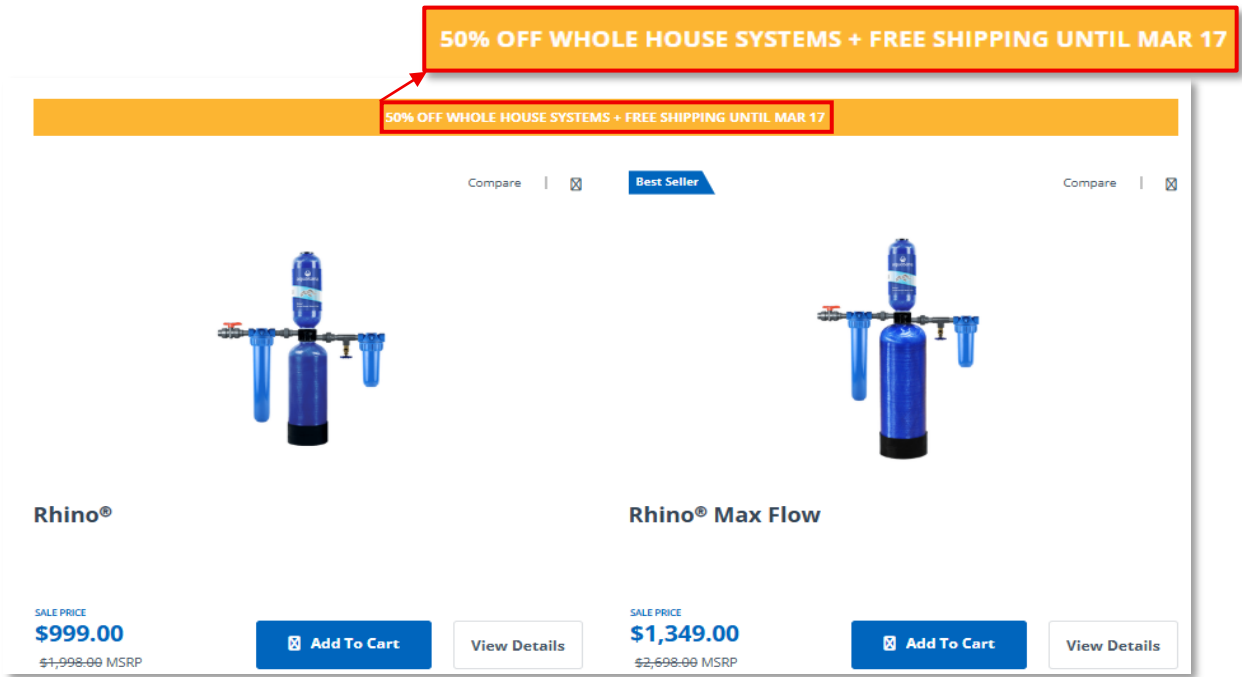


27. If consumers call Defendant via the tollfree hotline advertised on its website, they can request and receive a price quote from Defendant’s sales representatives before placing their order. The price quotes also advertise supposedly discounted “sale price[s]” off of the purported regular prices. For example:

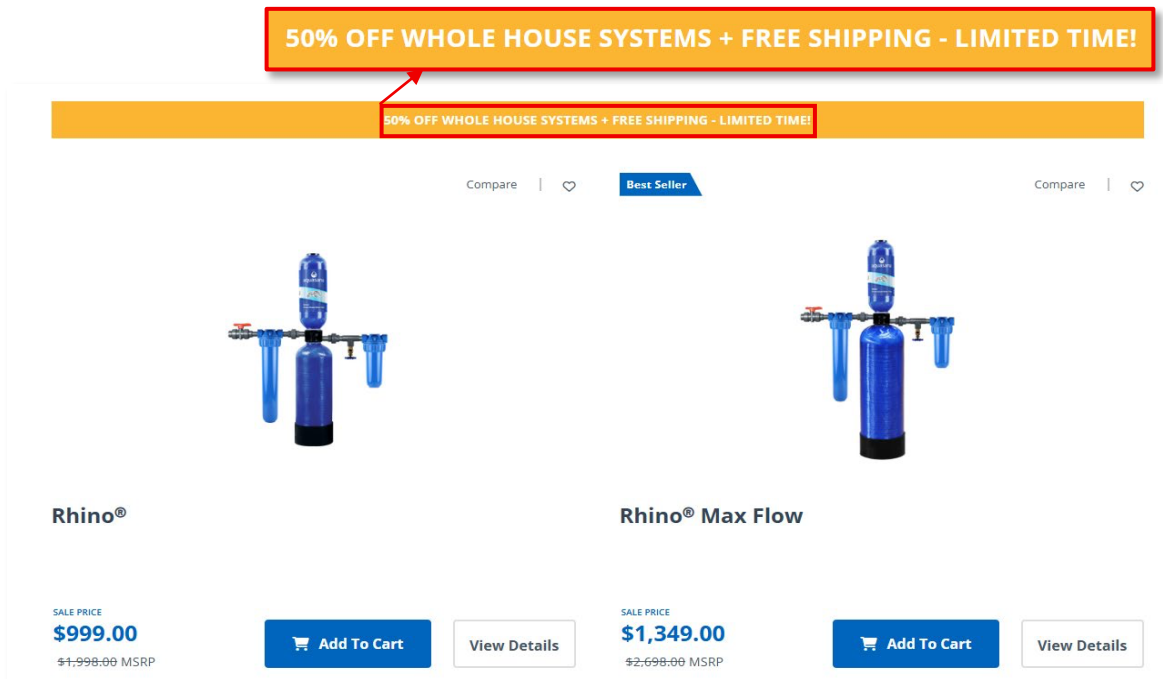
Recommended System			
Quote # 20283195		Quote Date 05/30/2024	
WH-1011 RHINO CHLORAMINES + SFWCT + LM UPGRADE	QTY 1	MSRP \$4,496.00	Sale Price \$1,923.20
AQ-SFRO SmartFlow Reverse Osmosis Brushed Nickel	QTY 1	MSRP \$449.99	Sale Price \$200.00

28. Defendant represents that it’s sales and discounts will only be available for a limited time, but in reality, they are consistently available. For example, as depicted below, Defendant represents that sales are “limited time” or expire on a particular date. To reasonable consumers, this means that the sale will stop running soon, and Defendant’s Products will no longer be on sale and will retail at their purported regular price. But after Defendant’s purportedly limited time sales end, Defendant generates another similar discount.

29. For example, on March 14, 2025, Defendant advertised a purportedly time limited sale on its whole house filter systems, advertising that it was available until “Mar[ch] 17”:



12 30. However, on March 21, 2025—several days after the sale was supposed to
13 have ended—Defendant advertised the exact same sale and purported discount prices,
14 this time as “Limited Time”:



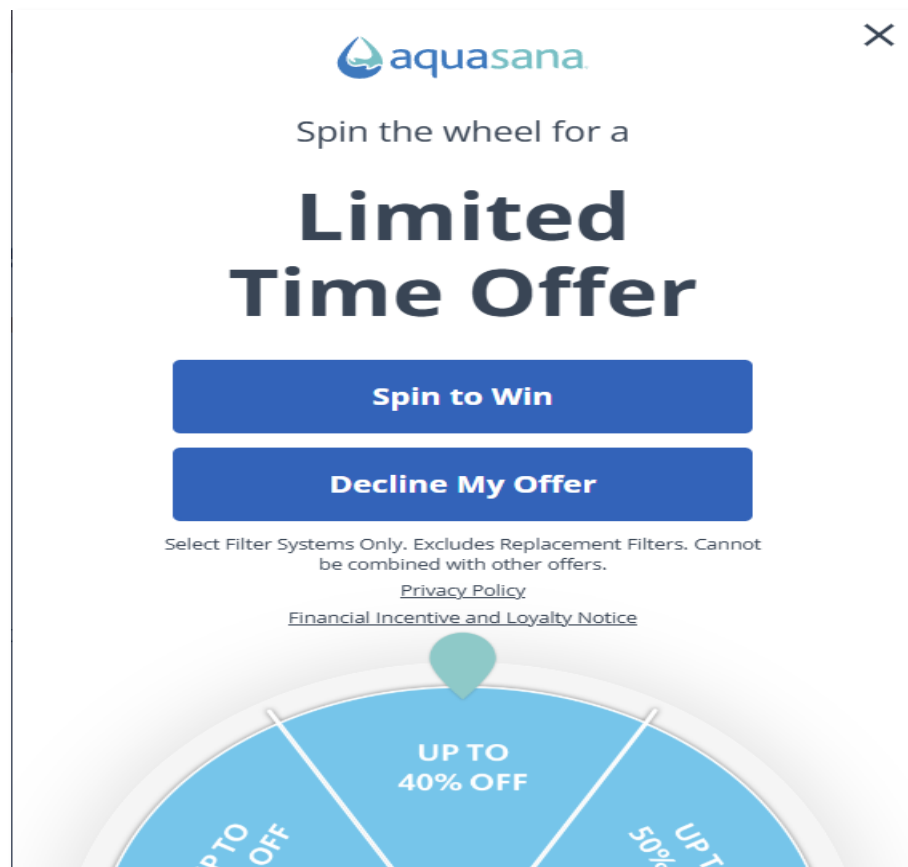
1 31. Reasonable consumers believe that Defendant’s sales are only available
2 for a limited time, but, as shown above, they continue constantly, and are continuously
3 replaced by similar sales. The list (or strike-through) prices Defendant advertises are
4 not actually Defendant’s regular prices, because Defendant’s Products are consistently
5 available for less than that. The purported discounts Defendant advertises are not the
6 true discount the customer is receiving, and are often not a discount at all.

7 32. To confirm that Defendant consistently offers discounts off purported
8 regular prices that are automatically applied to all orders, Plaintiff’s counsel performed
9 an investigation of Defendant’s advertising practices using the Internet Archive’s
10 Wayback Machine (available at www.archive.org)² and screen captures from the
11 aquasana.com website. Plaintiff’s counsel reviewed screen captures of various pages
12 on aquasana.com, including product category pages (for example, the “Whole House
13 Filters,” and “Under Sink Systems,” pages). These pages confirmed that Defendant’s
14 sales have persisted continuously for years. Plaintiff’s counsel reviewed screenshots of
15 the “Under Sink Systems” page for each available day on the Wayback Machine from
16 January 2023 to May 2025. Of the 36 screenshots, 30 (over 83%) showed a substantial
17 sale (of more than 50%) on all items. Similarly, Plaintiff’s counsel reviewed
18 screenshots of the “Whole House Filters” page for each available day on the Wayback
19 Machine from January 2023 to May 2025. Of the 34 screenshots, 26 (over 76%)
20 showed a substantial sale (of more than 50%) on all items. This shows that Defendant’s
21 products are on sale the vast majority of the time—even before the additional discounts
22 Defendant offers all of its customers on days when no automatic discount is advertised
23 (described below) are factored in. Thus, the listed regular prices are not the actual
24 regular or prevailing prices of those products.

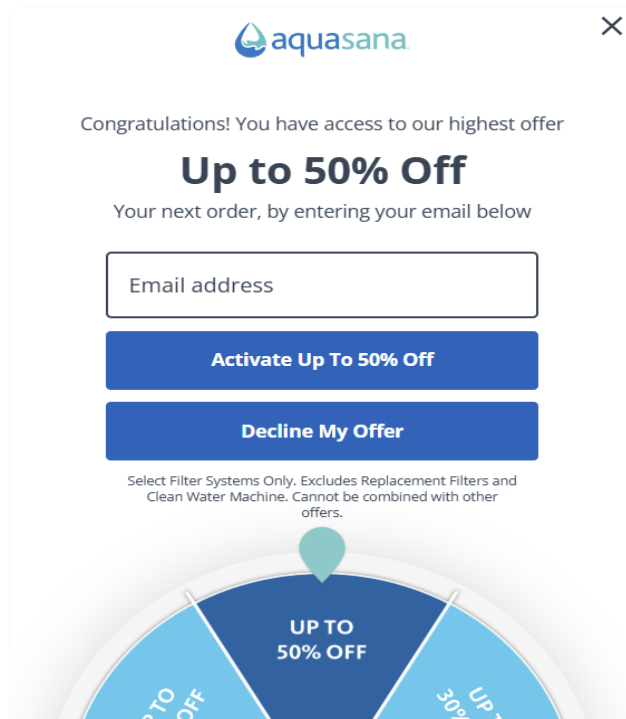
25
26
27 ² The Internet Archive, available at archive.org, is a library that archives web
28 pages. <https://archive.org/about/>.

33. In addition to the persistent sitewide and category-specific sales Defendant automatically applies to all orders just described, even on days where Defendant is not advertising a sitewide or category-specific discount that automatically applies to all orders, it still offers consumers substantial discounts on all Aquasana Products through the use of generally available discount codes that can be applied to all orders. It does this in multiple ways, including via a spinning wheel that always provides an up to 50% off discount code, and by offering “Up to 50% Off” discount codes if consumers provide Defendant with their email addresses.

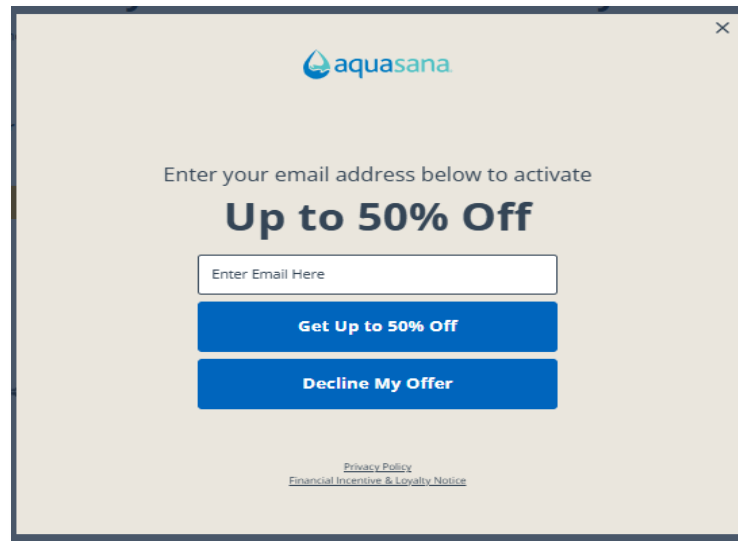
34. First, on days where Defendant does not advertise substantial discounts that automatically apply to orders, when consumers visit Defendant’s website, they are shown a pop-up that invites them to “Spin the wheel for a Limited Time Offer” and “spin to win”:



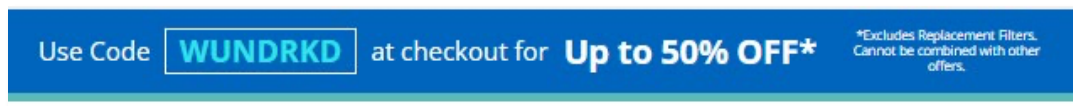
35. The wheel purports to include a number of potential discounts and offers, and reasonable consumers expect that there is an equal chance (or at least some chance) of receiving any one of the discounts or offers shown when they “spin” the wheel. In reality, however, if consumers click to spin the wheel, Defendant’s website always states “Congratulations! You have access to our highest offer Up to 50% Off.”:



36. In addition to the wheel—and even if consumers decline to spin it or decline the associated offer—Defendant’s website also presents consumers with a pop-up that offers them “Up to 50% Off” if they provide their email address:



37. If consumers enter their email address,³ the website then sets a browser cookie on the user's device. The cookie is used to identify that user and trigger a banner, which is consistently shown at the top of Defendant's website, offering "Up to 50% Off" and providing a code to get the discount. For example:



38. And, even if consumers decline to provide their email address the first time, the pop-up is displayed an additional time if they continue to scroll through the website.

39. Thus, even on days when Defendant's website is not offering discounts that are automatically applied, it still provides the same discounts to consumers through coupon codes that are offered to consumers in multiple ways. And, because consumers are motivated by discounts and the desire to pay lower prices, many consumers do click to spin the wheel, or else provide their email addresses, in order to receive a discount. And, for the same reason, and because Defendant advertises the

³ In addition, if consumers provide their email addresses in response to this first pop-up, a second pop-up appears offering consumers an additional \$5 off if they provide their mobile phone number and consent to receive marketing messages.

1 associated promotional codes prominently on the website, the vast majority of
2 consumers use those codes when they purchase Aquasana Products on the website. As
3 a result, even during those infrequent periods during which no discounts that are
4 automatically applied to orders are advertised, substantial discounts (usually of 50% or
5 more) are still made available to all consumers. In short, substantial discounts are
6 always or nearly always offered to all consumers; and Defendant's advertised prices
7 are not the regular prices or prevailing market prices for Defendant's products.

8 40. Reasonable consumers do not realize the fake nature of Defendant's
9 advertised sales and discounts. It is not apparent from merely purchasing the Products,
10 because the sales appear to be bona fide sales. Consumers do not have any reason to go
11 back to the website day after day to discover that there is still a sale. And, even a
12 consumer who occasionally checks the website and notices that promotions were
13 available on multiple days would reasonably believe that there happened to be another
14 sale. Discovering Defendant's deception required extensive mining of internet
15 archives, which revealed that the sales are not limited in time, and that both the
16 discounts and the advertised regular prices are fake.

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

23 42. Based on Defendant's advertisements, reasonable consumers reasonably
24 believe that the list prices Defendant advertises are Defendant's regular prices and
25 former prices (that is, the price at which the goods were offered for sale before the
26 limited-time offer went into effect). In other words, reasonable consumers reasonably
27 believe that the list prices Defendant advertises represent the amount that consumers
28 formerly had to pay on Defendant's website for Defendant's goods, before the limited-

1 time sale began, and will again have to pay for Defendant's goods when the sale ends.
2 Said differently, reasonable consumers reasonably believe that, prior to the supposedly
3 time-limited sale, consumers buying from Defendant had to pay the list price to get the
4 item and did not have the opportunity to get a discount from that list price.

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

18 44. In some places on its website, Defendant identifies its regular prices as
19 "MSRPs," which means the "manufacturer's suggested retail price," that is, a price
20 established or suggested by a third-party manufacturer. As the FTC regulations
21 explain, "[m]any members of the purchasing public believe that a manufacturer's list
22 price, or suggested retail price, is the price at which an article is generally sold.
23 Therefore, if a reduction from this price is advertised, many people will believe that
24 they are being offered a genuine bargain." 16 C.F.R. § 233.3. Accordingly,
25 Defendant's MSRP notation further conveys to reasonable consumers that Defendant's
26 purported list prices are the "regular" prevailing prices at which the Aquasana Products
27 are typically sold, as well as the former prices that the Products were sold for prior to
28 the advertised sale. In fact, however, Defendant's advertised "MSRPs" are not the

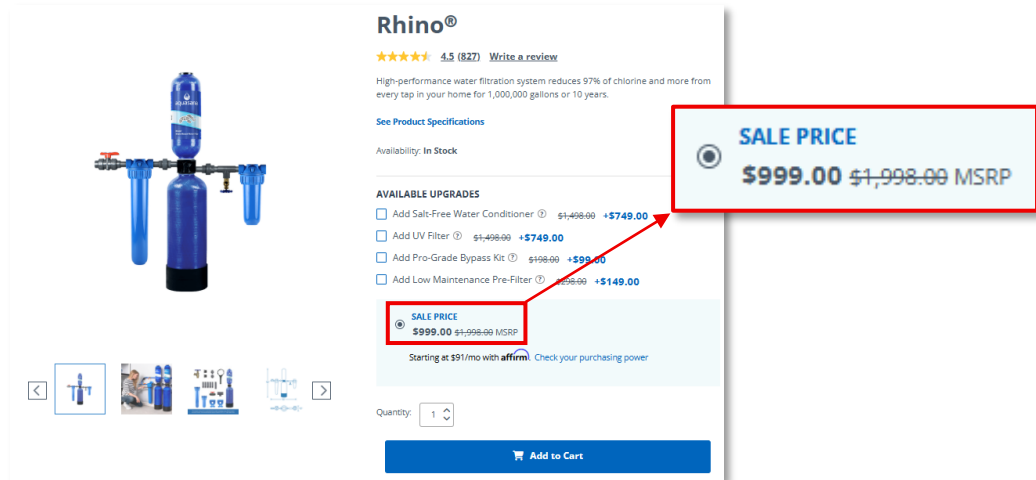
1 prices at which the Products are generally sold. In other words, they are not the prices
2 at which substantial sales are made. *See* above (explaining that Defendant does not
3 regularly sell its products at the purported MSRPs); § IV(B) below (explaining that the
4 Aquasana Products are also routinely sold for less than the purported MSRPs by third-
5 party retailers). In reality, the Products are not regularly sold at the MSRPs. Denoting
6 those prices as “MSRPs” is misleading to reasonable consumers for this reason.

7 45. Moreover, denoting those prices as “MSRPs” is misleading for a second
8 reason: here, Defendant is both the manufacturer and the retailer. The Products are
9 manufactured by Defendant, directly or by an agent under Defendant’s direction and
10 control. So, the purported MSRPs were not suggested to Defendant by a third-party
11 manufacturer. Instead, they are made-up prices that Defendant puts on its website to
12 trick consumers into thinking that they are being offered a genuine bargain, when in
13 fact they are not.

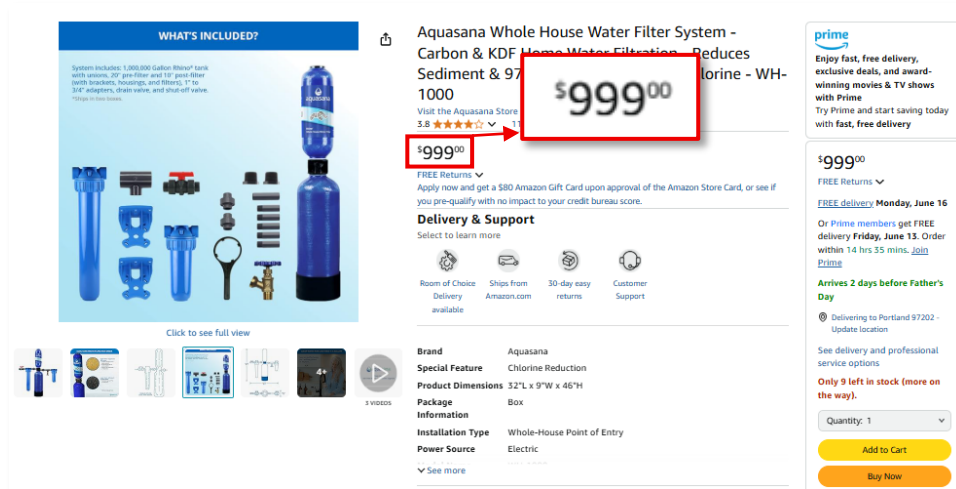
14 **B. Defendant’s purported regular prices were not the prevailing prices**
15 **during the 90 days immediately preceding Defendant’s advertisement**
16 **of the purported discounts.**

17 46. As explained above, Defendant sells its Aquasana Products through its
18 website, www.aquasana.com. Some Aquasana Products are also available through a
19 small number of third-party websites and retailers, including Amazon, Home Depot,
20 Walmart, and Lowes.

21 47. Regularly, Aquasana Products are available from third-party websites and
22 retailers for prices below Defendant’s listed regular prices, or it’s listed “MSRPs.” For
23 example, on June 11, 2025, Defendant advertised its “Rhino” whole home filtration
24 system at a “sale price” of \$999.00, with a listed regular price (or MSRP) of \$1,998.00:
25
26
27
28

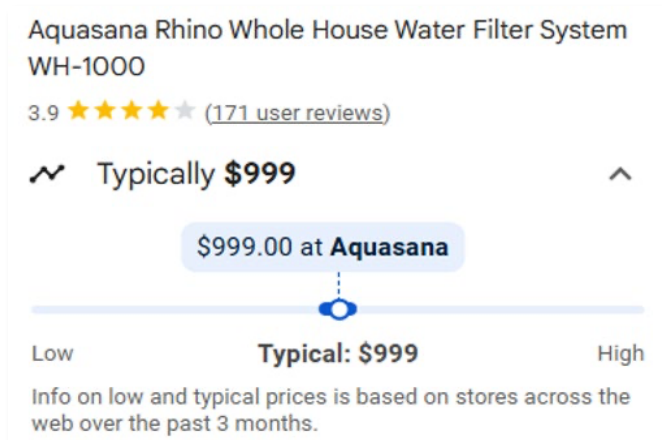


48. On the same day, the product was available on Amazon for \$999.00—the supposedly discounted price Defendant was advertising:⁴



49. Plus, a third-party Amazon price tracker reveals that in the three months prior to June 11, 2025, the price of the Aquasana Rhino filter on Amazon was consistently \$999.00—the purportedly discounted price shown on Defendant’s website. And Google Shopping data (which shows the “typical” price for products over the prior three months based on stores across the internet) shows that the Rhino Product is typically sold by retailers across the web for the purportedly discounted price of \$999.00—nowhere near Defendant’s advertised regular price of \$1,998.00:

⁴ On June 11, 2025, the product was also available for the purportedly discounted \$999.00 on Home Depot, Lowe’s, and Walmart’s websites.



50. This trend is not limited to the Aquasana Rhino Product. As shown in the chart below, Defendant’s products are routinely sold by third-parties like Amazon at the purported “sale price[s]” shown on Defendant’s website, rather than the advertised regular prices:

Product	Aquasana’s advertised regular price (6/11/25)	Aquasana’s advertised sale price (6/11/25)	Amazon.com’s price (6/11/25)
Rhino Max Flow with Conditioner and Pre-Filter	\$4,594.00	\$2,297.00	\$2,297.00
Rhino with Conditioner, UV Filter, and Pro-Grade Bypass Kit	\$5,192.00	\$2,596.00	\$2,596.00
Rhino with Pro-Grade Bypass Kit	\$2,196.00	\$1,098.00	\$1,098.00

51. In short, as the above shows, Defendant’s Products are regularly available from third-party websites and sellers for less than the purported regular prices that Defendant’s website advertises. This is not surprising, as prices charged on third-party websites and by third-party retailers converge on Defendant’s price, especially since the Products are sold in an e-commerce market and Defendant, the manufacturer, sells the Products directly to consumers through its publicly available website.

1 52. Moreover, regardless of third-party websites’ and retailers’ prices,
2 Aquasana Products are primarily sold through Defendant’s branded website,
3 www.aquasana.com. If consumers are searching for an Aquasana Product, they will go
4 to Defendant’s website. For example, if a consumer Googles “Aquasana filter,” the
5 first sponsored and unsponsored result leads to www.aquasana.com. So, because the
6 Aquasana Products are most commonly sold on Defendant’s website, they are most
7 commonly sold for the discounted prices available on Defendant’s website.

8 53. Moreover, as discussed above, Aquasana Products are regularly available
9 on Amazon—one of the world’s largest retailers of consumer goods—for far lower
10 prices than Defendant’s listed regular prices. Thus, between sales on Defendant’s
11 website and Amazon, the Products routinely and predominantly sell for prices below
12 Defendant’s purported regular prices, and the listed regular prices are not the
13 prevailing market rates.

14 **C. Defendant’s advertisements are unfair, deceptive, and unlawful**

15 54. Section 17500 of California’s False Advertising Law prohibits businesses
16 from making statements they know or should know to be untrue or misleading. Cal.
17 Bus. & Prof. Code § 17500. This includes statements falsely suggesting that a product
18 is on sale, when it is not.

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

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

27 57. In addition, the Federal Trade Commission’s regulations prohibit false or
28 misleading “former price comparisons,” for example, making up “an artificial, inflated

1 price ... for the purpose of enabling the subsequent offer of a large reduction” off that
2 price. 16 C.F.R. § 233.1. They also prohibit false or misleading “retail price
3 comparisons” and “comparable value comparisons,” for example, ones that falsely
4 suggest that the seller is “offer[ing] goods at prices lower than those being charged by
5 others for the same merchandise” when this is not the case. 16 C.F.R. § 233.1.

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

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

19 **D. Defendant’s advertisements harm consumers.**

20 60. Based on Defendant’s advertisements, reasonable consumers expect that
21 the list prices Defendant advertises are the regular prices at which Defendant usually
22 sells its Products, that these are former prices that Defendant sold its Products at before
23 the time-limited discount was introduced, and that they are the prevailing market prices
24 for the Products.

25 61. Reasonable consumers also expect that, if they purchase during the sale,
26 they will receive an item whose regular price and/or market value is the advertised list
27 price and that they will receive the advertised discount from the regular purchase price.
28

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

4 63. Consumers who are presented with discounts are substantially more likely
5 to make a purchase. “Nearly two-thirds of consumers surveyed admitted that a
6 promotion or a coupon often closes the deal, if they are wavering or are undecided on
7 making a purchase.”⁵ And, “two-thirds of consumers have made a purchase they
8 weren’t originally planning to make solely based on finding a coupon or discount,”
9 while “80% [of consumers] said they feel encouraged to make a first-time purchase
10 with a brand that is new to them if they found an offer or discount.”⁶

11 64. Similarly, when consumers believe that an offer is expiring soon, the
12 sense of urgency makes them more likely to buy a product.⁷

13 65. Thus, Defendant’s false advertising harms consumers by depriving them
14 of their reasonable expectations. In addition, Defendant’s advertisements harm
15 consumers by inducing them to make purchases based on false information. In
16 addition, by this same mechanism, Defendant’s advertisements artificially increase
17 consumer demand for Defendant’s Products. This puts upward pressure on the prices
18 that Defendant can charge for its Products. As a result, Defendant can charge a price
19 premium for its Products, that it would not be able to charge absent the
20 misrepresentations described above. So, due to Defendant’s misrepresentations,
21
22

23 ⁵ [https://www.invespcro.com/blog/how-discounts-affect-online-consumer-](https://www.invespcro.com/blog/how-discounts-affect-online-consumer-buying-behavior/)
24 [buying-behavior/](https://www.invespcro.com/blog/how-discounts-affect-online-consumer-buying-behavior/).

25 ⁶ RetailMeNot Survey: Deals and Promotional Offers Drive Incremental
Purchases Online, Especially Among Millennial Buyers (prnewswire.com).

26 ⁷ <https://cxl.com/blog/creating-urgency/> (addition of a countdown timer
27 increased conversion rates from 3.4%-10%); Dynamic email content leads to 400%
28 increase in conversions for Black Friday email | Adestra (uplandsoftware.com) (400%
higher conversation rate for ad with countdown timer).

Plaintiff and the class paid more for the Products they bought than they otherwise would have.

E. Plaintiff was misled by Defendant's misrepresentations.

66. On May 30, 2024, while residing in Fallbrook, California, Plaintiff Casey Fox purchased a Aquasana Rhino Whole House Water Filtration System and an Aquasana SmartFlow Reverse Osmosis Water Filter from Defendant.

67. On the day Mr. Fox made his purchase, Defendant was advertising a substantial and limited-time sale on its website, including on all "Whole House Filters," and "Under Sink Systems," like the Products Mr. Fox purchased:

Memorial Day Sale - Up to 55% OFF Sitewide!

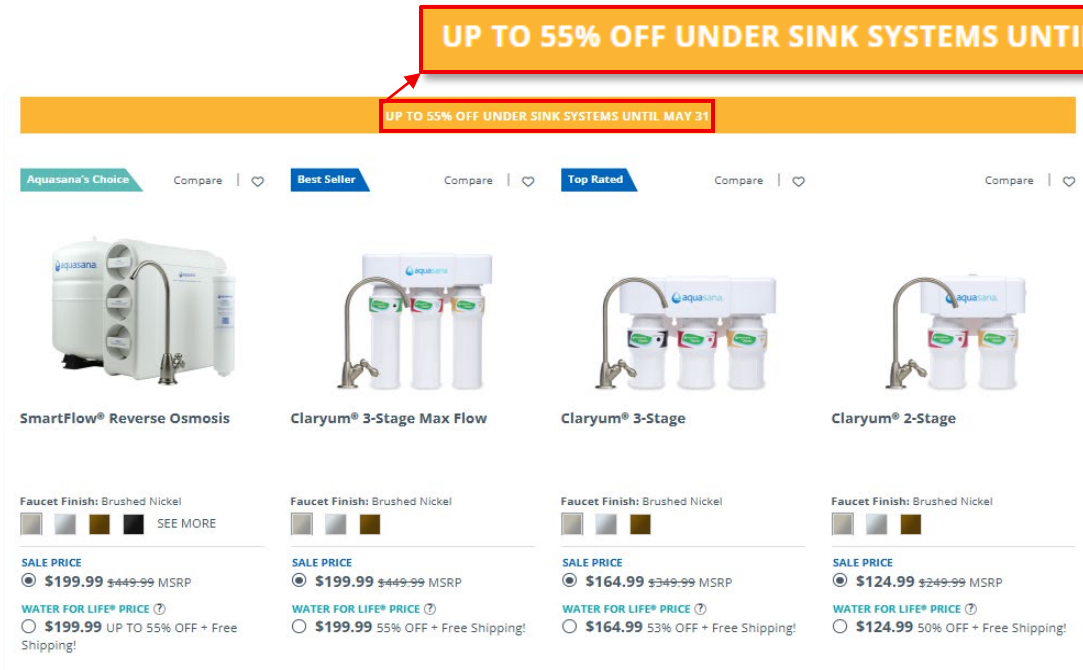
Captured May 29, 2024

Whole House Filters:

The screenshot displays a promotional banner at the top: "50% OFF WHOLE HOUSE SYSTEMS + FREE SHIPPING UNTIL MAY 31". Below the banner, two product listings are shown side-by-side. The left listing is for the "Rhino®" system, with a sale price of \$999.00 (MSRP \$1,499.00) and an "Add To Cart" button. The right listing is for the "Rhino® Max Flow" system, with a sale price of \$1,349.00 (MSRP \$2,099.00) and an "Add To Cart" button. Both listings include "AVAILABLE UPGRADES" with checkboxes and additional costs. For the Rhino system, upgrades include Salt-Free Water Conditioner (+\$720.00), UV Filter (+\$699.00), Pro-Grade Bypass Kit (+\$99.00), and Low Maintenance Pre-Filter (+\$149.00). For the Rhino Max Flow system, upgrades include Tall Salt-Free Water Conditioner (+\$750.00), Max Flow UV Filter (+\$699.00), Pro-Grade Bypass Kit (+\$99.00), and Low Maintenance Pre-Filter (+\$149.00). A red arrow points from the banner to the product listings.

Captured May 30, 2024

Under Sink Systems:



Captured May 29, 2024

68. Prior to making his purchase, Mr. Fox reviewed Defendant's website and saw that Defendant was advertising these substantial, time-limited discounts, including on the Products he was interested in purchasing. Mr. Fox added the products to his cart. Then, realizing he had a question, he called the Aquasana help line, advertised on the website. The Aquasana sales representative he spoke with answered his questions and sent him a price quote, which—like Defendant's website—showed that he would receive a substantial discount on his purchase, including by showing a purported regular price alongside a purported "sale price."

69. After receiving the price quote, Mr. Fox completed his purchase. Ultimately, he paid a purportedly discounted price of \$1,923.20 for the Aquasana Rhino Product, which was advertised with a regular price of \$4,496.00, for a total purported discount of \$2,572.80. And he paid a purportedly discounted price of \$200.00 for the Aquasana SmartFlow Product, which was advertised with a regular price of \$449.00, for a total purported discount of \$249.00.

70. Mr. Fox read and relied on the representations shown above on Defendant's website, specifically that the Products had the regular prices listed on the

1 website in strikethrough font, but were being offered at a discounted “sale price” from
2 those regular prices, and that the sale was limited time and would end on “May 31.”
3 Mr. Fox also read and relied on the representations in the price quote he received, also
4 showing that the Products had a listed regular price, but were being offered to him at a
5 lower, sales price. Based on Defendant’s representations described above, Plaintiff
6 reasonably understood that Defendant usually (and formerly, before the promotion
7 Defendant was advertising) sold the Products he was purchasing at the published
8 regular prices (shown in strikethrough), that these regular prices were the prevailing
9 price and market value of the Products that he was buying, that he was receiving the
10 advertised discounts as compared to the regular prices, that advertised discounts were
11 only available for a limited time (during the limited time promotion), and that the
12 products would go back to retailing for the published regular prices when the
13 promotion ended. He would not have made the purchase if he had known that the
14 Products were not discounted as advertised, and that he would not be receiving the
15 advertised discounts.

16 71. In reality, as explained above, Aquasana Products, including the Products
17 that Plaintiff purchased, are regularly available at a discount from the purported regular
18 prices. In other words, Defendant did not regularly sell the Products that Plaintiff
19 purchased at the purported regular prices, and the Products were not discounted as
20 advertised. Plus, the sales were not limited time—Defendant’s products are regularly
21 on sale.

22 72. Plaintiff faces an imminent threat of future harm. He would purchase
23 additional water filtration systems from Defendant again in the future if he could feel
24 sure that Defendant’s regular prices accurately reflected Defendant’s former prices and
25 the market value of the Products, and that its discounts were truthful. But without an
26 injunction, Plaintiff has no realistic way to know which—if any—of Defendant’s
27 regular prices, discounts, and sales are not false or deceptive. For example, while he
28 could watch Defendant’s website for a sale on the day that it is supposed to end to see

1 if the sale is permanent, doing so could result in missing out on the sale (*e.g.*, if the sale
2 is actually limited in time, and not permanent). Accordingly, Plaintiff is unable to rely
3 on Defendant's advertising in the future, and so he cannot purchase the Products that
4 he would like to purchase.

5 **F. Defendant breached its contract with and warranties to Plaintiff and**
6 **the putative class.**

7 73. When Plaintiff, and other members of the putative class, purchased and
8 paid for Aquasana Products that they bought as described above, they accepted offers
9 that Defendant made, and thus, a contract was formed each time that they made
10 purchases. Each offer was to provide Products having a particular listed regular price
11 and market value, and to provide those Products at the advertised discounted price.

12 74. Defendant's advertisements, for example on its website, and in its price
13 quotations, list the market value of the items that Defendant promised to provide
14 (which, for Plaintiff, are detailed above). Defendant agreed to provide a discount equal
15 to the difference between the regular prices, and the prices paid by Plaintiff and
16 putative class. For example, Defendant offered to provide Mr. Fox (among other
17 things), the Aquasana Rhino Product, with a market value of \$4,496.00, a discount of
18 \$2,572.80, and a discounted price of \$1,923.20. Similarly, Defendant offered to
19 provide Mr. Fox (among other things), the Aquasana SmartFlow Product, with a
20 market value of \$449.00, a discount of \$249.00, and a discounted price of \$200.00.

21 75. Defendant also warranted that the regular price and market value of the
22 Products Plaintiff purchased were the advertised list prices and warranted that Plaintiff
23 was receiving a specific discount on the Products.

24 76. The regular price and market value of the items Plaintiff and putative class
25 members would receive, and the amount of the discount they would be provided off the
26 regular price of those items, were specific and material terms of the contract. They
27 were also affirmations of fact about the Products and a promise relating to the goods.
28

1 77. Plaintiff and other members of the putative class performed their
2 obligations under the contract by paying for the items they purchased.

3 78. Defendant breached its contract by failing to provide Plaintiff and other
4 members of the putative class with Products that have a regular price and market value
5 equal to the regular price displayed, and by failing to provide the discount it promised.
6 Defendant also breached warranties for the same reasons.

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

8 79. Plaintiff seeks damages and, in the alternative, restitution. Plaintiff is
9 permitted to seek equitable remedies in the alternative because he has no adequate
10 remedy at law.

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

20 81. In addition, to obtain a full refund as damages, Plaintiff must show that
21 the Product he bought has essentially no market value. In contrast, Plaintiff can seek
22 restitution without making this showing. This is because Plaintiff purchased Products
23 that he would not otherwise have purchased, but for Defendant's representations.
24 Obtaining a full refund at law is less certain than obtaining a refund in equity.

25 82. Furthermore, the remedies at law available to Plaintiff are not equally
26 prompt or otherwise efficient. The need to schedule a jury trial may result in delay.
27 And a jury trial will take longer, and be more expensive, than a bench trial.
28

83. Finally, legal damages are inadequate to remedy the imminent threat of future harm that Plaintiff faces. Only an injunction can remedy this threat of future harm. Plaintiff would purchase or consider purchasing water filtration systems from Defendant again in the future if he could feel sure that Defendant's regular prices accurately reflected Defendant's former prices and the market value of the Products, and that its discounts were truthful. But without an injunction, Plaintiff has no realistic way to know which—if any—of Defendant's regular prices, discounts, and sales are not false or deceptive. Thus, Plaintiff is unable to rely on Defendant's advertising in the future, and so cannot purchase water filtration systems he would like to purchase.

V. Class Action Allegations.

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

- The Class: all persons who, while in the state of California and within the applicable statute of limitations period, purchased one or more Aquasana Products advertised at a discount.

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

Numerosity & Ascertainability

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

87. Class members can be identified through Defendant's sales records and public notice.

Predominance of Common Questions

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

- (1) whether Defendant made false or misleading statements of fact in its advertisements;
- (2) whether Defendant violated California's consumer protection statutes;
- (3) whether Defendant committed a breach of contract;
- (4) whether Defendant committed a breach of an express warranty;
- (5) damages needed to reasonably compensate Plaintiff and the proposed class.

Typicality & Adequacy

89. Plaintiff's claims are typical of the proposed class. Like the proposed class, Plaintiff purchased Aquasana Products advertised at a discount. There are no conflicts of interest between Plaintiff and the class.

Superiority

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

VI. Claims.

First Cause of Action:

Violation of California's False Advertising Law Bus. & Prof. Code §§ 17500 & 17501 et seq.

(By Plaintiff and the Class)

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

1 92. Plaintiff brings this cause of action on behalf of himself and members of
2 the Class.

3 93. Defendant has violated sections 17500 and 17501 of the Business and
4 Professions Code.

5 94. Defendant has violated, and continues to violate, section 17500 of the
6 Business and Professions Code by disseminating untrue and misleading advertisements
7 to Plaintiff and class members.

8 95. As alleged more fully above, Defendant advertises former prices along
9 with discounts. Defendant does this, for example, by crossing out a higher price (*e.g.*,
10 ~~\$100.00~~) and displaying it next to a lower, discounted price. Reasonable consumers
11 would understand prices advertised in strikethrough font from which time-limited
12 discounts are calculated to denote “former” prices, *i.e.*, the prices that Defendant
13 charged before the time-limited discount went into effect.

14 96. The prices advertised by Defendant are not Defendant’s regular prices.
15 Those prices are not Defendant’s regular prices (*i.e.*, the price you usually have to pay
16 to get the Product in question), because there is consistently a heavily-advertised
17 promotion ongoing entitling consumers to a discount. Moreover, for the same reasons,
18 those prices were not the former prices of the Products. Accordingly, Defendant’s
19 statements about the former prices of its Products, and its statements about its
20 discounts from those former prices, were untrue and misleading. In addition,
21 Defendant’s statements that its discounts are limited in time (such as representations
22 that a sale is “limited time” or will end on a specific date) are false and misleading too.

23 97. In addition, Defendant has violated, and continues to violate, section
24 17501 of the Business and Professions Code by advertising former prices that were not
25 the prevailing market price within three months next immediately preceding the
26 advertising. As explained above, Defendant’s advertised regular prices, which
27 reasonable consumers would understand to denote former prices, were not the
28 prevailing market prices for the Products within three months preceding publication of

1 the advertisement. And Defendant's former price advertisements do not state clearly,
2 exactly, and conspicuously when, if ever, the former prices prevailed. Defendant's
3 advertisements do not indicate whether or when the purported former prices were
4 offered at all.

5 98. Defendant's misrepresentations were intended to induce reliance, and
6 Plaintiff saw, read, and reasonably relied on the statements when purchasing Aquasana
7 Products. Defendant's misrepresentations were a substantial factor in Plaintiff's
8 purchasing decision.

9 99. In addition, class-wide reliance can be inferred because Defendant's
10 misrepresentations were material, i.e., a reasonable consumer would consider them
11 important in deciding whether to buy Aquasana Products.

12 100. Defendant's misrepresentations were a substantial factor and proximate
13 cause in causing damages and losses to Plaintiff and the Class.

14 101. Plaintiff and the Class were injured as a direct and proximate result of
15 Defendant's conduct because (a) they would not have purchased the Products if they
16 had known the truth, (b) they overpaid for the Products because the Products were sold
17 at a price premium due to the misrepresentation, and/or (c) they did not receive the
18 discounts they were promised, and received Products with market values lower than
19 the promised market values.

20 102. For the claims under California's False Advertising Law, Plaintiff seeks
21 all available equitable relief, including injunctive relief, disgorgement, and restitution
22 in the form of a full refund and/or measured by the price premium charged to Plaintiff
23 and the Class as a result of Defendant's unlawful conduct.

24 **Second Cause of Action:**

25 **Violation of California's Consumer Legal Remedies Act**

26 **(By Plaintiff and the Class)**

27 103. Plaintiff incorporates each and every factual allegation set forth above.
28

1 104. Plaintiff brings this cause of action on behalf of themselves and members
2 of the Class.

3 105. Plaintiff and the Class are “consumers,” as the term is defined by
4 California Civil Code § 1761(d).

5 106. Plaintiff and the Class have engaged in “transactions” with Defendant as
6 that term is defined by California Civil Code § 1761(e).

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

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

15 109. Defendant violated, and continues to violate, section 1770 of the
16 California Civil Code.

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

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

26 112. And Defendant violated, and continues to violate section 1770(a)(13) by
27 making false or misleading statements of fact concerning reasons for, existence of, or
28 amounts of, price reductions, including by (1) misrepresenting the regular price of

1 Products, (2) advertising discounts and savings that are exaggerated or nonexistent, (3)
2 misrepresenting that the discounts and savings are unusually large, when in fact they
3 are regularly available, (4) misrepresenting the reason for the sale (*e.g.*, “Anniversary
4 Sale” when in fact Defendant has ongoing sales).

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

8 114. Defendant’s misrepresentations were intended to induce reliance, and
9 Plaintiff saw, read, and reasonably relied on them when purchasing Aquasana
10 Products. Defendant’s misrepresentations were a substantial factor in Plaintiff’s
11 purchasing decision.

12 115. In addition, class-wide reliance can be inferred because Defendant’s
13 misrepresentations were material, *i.e.*, a reasonable consumer would consider them
14 important in deciding whether to buy Aquasana Products.

15 116. Defendant’s misrepresentations were a substantial factor and proximate
16 cause in causing damages and losses to Plaintiff and the Class.

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

23 118. Accordingly, pursuant to California Civil Code § 1780(a)(2), Plaintiff, on
24 behalf of himself and all other members of the Class, seeks injunctive relief.

25 119. CLRA § 1782 NOTICE. On June 6, 2025, a CLRA demand letter on
26 behalf of Mr. Fox was sent to Defendant’s Texas headquarters via certified mail (return
27 receipt requested). The letter provided notice of Defendant’s violations of the CLRA
28 and demanded that Defendant correct the unlawful, unfair, false and/or deceptive

1 practices alleged here. If Defendant does not fully correct the problem for Plaintiff and
2 for each member of the Class within 30 days of receipt, Plaintiff and the Class will
3 seek all monetary relief allowed under the CLRA.

4 120. The CLRA venue declarations are attached.

5 **Third Cause of Action:**

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

7 **(By Plaintiff and the Class)**

8 121. Plaintiff incorporates each and every factual allegation set forth above.

9 122. Plaintiff brings this cause of action on behalf of himself and members of
10 the Class.

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

14 ***The Unlawful Prong***

15 124. Defendant engaged in unlawful conduct by violating the CLRA and FAL,
16 as alleged above and incorporated here. In addition, Defendant engaged in unlawful
17 conduct by violating the FTCA. The FTCA prohibits "unfair or deceptive acts or
18 practices in or affecting commerce" and prohibits the dissemination of false
19 advertisements. 15 U.S.C. § 45(a)(1), 15 USC § 52(a). As the FTC's regulations make
20 clear, Defendant's false pricing schemes violate the FTCA. 16 C.F.R. § 233.1

21 ***The Deceptive Prong***

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

25 126. Defendant's representations were misleading to Plaintiff and other
26 reasonable consumers.

27 127. Plaintiff relied upon Defendant's misleading representations and
28 omissions, as detailed above.

The Unfair Prong

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

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

130. The harm to Plaintiff and the Class greatly outweighs the public utility of Defendant’s conduct. There is no public utility to misrepresenting the price of a consumer product. This injury was not outweighed by any countervailing benefits to consumers or competition. Misleading consumer products only injure healthy competition and harm consumers.

131. Plaintiff and the Class could not have reasonably avoided this injury. As alleged above, Defendant’s representations were deceptive to reasonable consumers like Plaintiff.

132. Defendant’s conduct, as alleged above, was immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

* * *

133. For all prongs, Defendant’s representations were intended to induce reliance, and Plaintiff saw, read, and reasonably relied on them when purchasing Aquasana Products. Defendant’s representations were a substantial factor in Plaintiff’s purchasing decision.

134. In addition, class-wide reliance can be inferred because Defendant’s representations were material, i.e., a reasonable consumer would consider them important in deciding whether to buy Aquasana Products.

135. Defendant’s representations were a substantial factor and proximate cause in causing damages and losses to Plaintiff and the Class members.

136. Plaintiff and the Class were injured as a direct and proximate result of Defendant's conduct because (a) they would not have purchased the Products if they had known the discounts and/or regular prices were not real, (b) they overpaid for the Products because the Products were sold at a price premium due to the misrepresentation, and/or (c) they did not receive the discounts they were promised, and received products with market values lower than the promised market values.

137. For the claims under California’s Unfair Competition Law, Plaintiff seek all available equitable relief, including injunctive relief, disgorgement, and restitution in the form of a full refund and/or measured by the price premium charged to Plaintiff and the Class as a result of Defendant’s unlawful conduct.

Fourth Cause of Action:

Breach of Contract

(By Plaintiff and the Class)

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

139. Plaintiff brings this cause of action on behalf of himself and the Class.

140. Plaintiff and class members entered into contracts with Aquasana when they placed orders to purchase Products.

141. The contracts provided that Plaintiff and class members would pay Aquasana for the Products ordered.

142. The contracts further required that Aquasana provide Plaintiff and class members with Products that have a market value equal to the advertised list prices. They also required that Aquasana provide Plaintiff and the class members with the discount advertised. These were specific and material terms of the contract.

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

144. Plaintiff and class members paid Aquasana for the Products they ordered, and satisfied all other conditions of their contracts.

1 145. Aquasana breached the contracts with Plaintiff and class members by
2 failing to provide Products that had a prevailing market value equal to the list price,
3 and by failing to provide the promised discount. Aquasana did not provide the discount
4 that Aquasana had promised.

5 146. Plaintiff provided Defendant with notice of this breach, by mailing notice
6 letters to Defendant's registered agent and Texas headquarters on June 6, 2025.

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

10 148. For the breach of contract claims, Plaintiff seeks all damages available
11 including expectation damages and/or damages measured by the price premium
12 charged to Plaintiff and the Class as a result of Defendant's unlawful conduct.

13 **Fifth Cause of Action:**

14 **Breach of Express Warranty**

15 **(By Plaintiff and the Class)**

16 149. Plaintiff incorporates each and every factual allegation set forth above.

17 150. Plaintiff brings this cause of action on behalf of himself and the Class.

18 151. Defendant, as the manufacturer, marketer, distributor, supplier, and/or
19 seller of Aquasana Products, issued material, written warranties by advertising that the
20 Products had a prevailing market value equal to the list price. This was an affirmation
21 of fact about the Products (i.e., a representation about the market value) and a promise
22 relating to the goods.

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

25 153. In fact, Aquasana Products' stated market values were not the prevailing
26 market values. Thus, the warranty was breached.

1 154. Plaintiff provided Defendant with notice of this breach of warranty, by
2 mailing notice letters to Defendant's registered agent and Texas headquarters on June
3 6, 2025.

4 155. Plaintiff and the class were injured as a direct and proximate result of
5 Defendant's breach, and this breach was a substantial factor in causing harm, because
6 (a) they would not have purchased Products if they had known that the warranty was
7 false, (b) they overpaid for the Products because the Products were sold at a price
8 premium due to the warranty, and/or (c) they did not receive the Products as warranted
9 that they were promised.

10 156. For their breach of express warranty claims, Plaintiff seeks all damages
11 available including expectation damages and/or damages measured by the price
12 premium charged to Plaintiff and the Class as a result of Defendant's unlawful
13 conduct.

14 **Sixth Cause of Action:**

15 **Quasi-Contract/Unjust Enrichment**

16 **(By Plaintiff and the Class)**

17 157. Plaintiff incorporates paragraphs 1-72 and 79-90 above.

18 158. Plaintiff brings this cause of action in the alternative to his Breach of
19 Contract and Breach of Warranty claims (Counts Four and Five) on behalf of himself
20 and the Class.

21 159. As alleged in detail above, Defendant's false and misleading advertising
22 caused Plaintiff and the class to purchase Aquasana Products and to pay a price
23 premium for these Products.

24 160. In this way, Defendant received a direct and unjust benefit, at Plaintiff's
25 expense.

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

28 162. Plaintiff and the class seek restitution, and in the alternative, rescission.

1 163. For the quasi-contract/unjust enrichment claims, Plaintiff seeks all
2 available equitable relief, including injunctive relief, disgorgement, and restitution in
3 the form of a full refund and/or measured by the price premium charged to Plaintiff
4 and the class as a result of Defendant's unlawful conduct.

5 **Seventh Cause of Action:**
6 **Negligent Misrepresentation**
7 **(By Plaintiff and the Class)**

8 164. Plaintiff incorporates each and every factual allegation set forth above.

9 165. Plaintiff brings this cause of action on behalf of himself and members of
10 the Class.

11 166. As alleged more fully above, Defendant made false representations and
12 material omissions of fact to Plaintiff and Class members concerning the existence
13 and/or nature of the discounts and savings advertised.

14 167. These representations were false.

15 168. When Defendant made these misrepresentations, it knew or should have
16 known that they were false. Defendant had no reasonable grounds for believing that
17 these representations were true when made.

18 169. Defendant intended that Plaintiff and Class members rely on these
19 representations and Plaintiff and Class Members read and reasonably relied on them.

20 170. In addition, class-wide reliance can be inferred because Defendant's
21 misrepresentations were material, i.e., a reasonable consumer would consider them
22 important in deciding whether to buy Aquasana Products.

23 171. Defendant's misrepresentations were a substantial factor and proximate
24 cause in causing damages and losses to Plaintiff and Class members.

25 172. Plaintiff and the Class were injured as a direct and proximate result of
26 Defendant's conduct because (a) they would not have purchased the Products if they
27 had known that the representations were false, (b) they overpaid for the Products
28 because the Products were sold at a price premium due to the misrepresentation, and/or

(c) they did not receive the discounts they were promised, and received Products with market values lower than the promised market values.

173. For the negligent misrepresentation claim, Plaintiff seeks all damages available including expectation damages, punitive damages, and/or damages measured by the price premium charged to Plaintiff and the Class as a result of Defendant's unlawful conduct.

Eighth Cause of Action:
Intentional Misrepresentation
(By Plaintiff and the Class)

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

175. Plaintiff brings this cause of action on behalf of himself and members of the Class.

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

177. These representations were false.

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

179. Defendant intended that Plaintiff and Class members rely on these representations and Plaintiff and Class members read and reasonably relied on them.

180. In addition, class-wide reliance can be inferred because Defendant's misrepresentations were material, i.e., a reasonable consumer would consider them important in deciding whether to buy Aquasana Products.

181. Defendant's misrepresentations were a substantial factor and proximate cause in causing damages and losses to Plaintiff and Class members.

182. Plaintiff and the Class were injured as a direct and proximate result of Defendant's conduct because (a) they would not have purchased the Products if they

1 had known that the representations were false, (b) they overpaid for the Products
2 because the Products were sold at a price premium due to the misrepresentation, and
3 /or (c) they did not receive the discounts they were promised, and received Products
4 with market values lower than the promised market values.

5 183. For the intentional misrepresentation claim, Plaintiff seeks all damages
6 available including expectation damages, punitive damages, and/or damages measured
7 by the price premium charged to Plaintiff and the Class as a result of Defendant's
8 unlawful conduct.

9 **VII. Relief.**

10 184. Plaintiff seeks the following relief for himself and the class:

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

20 **Demand For Jury Trial**

21 185. Plaintiff demands the right to a jury trial on all claims so triable.
22
23

24 Dated: June 17, 2025

Respectfully submitted,

25 By: /s/ Grace Bennett

26 Grace Bennett (Cal. Bar No. 345948)

27 grace@dovel.com

28 Simon Franzini (Cal. Bar No. 287631)

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Attorneys for Plaintiff

CIVIL COVER SHEET
of 2

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

CASEY FOX, individually and on behalf of all others
similarly situated

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

See attachment.

DEFENDANTS

A.O. SMITH WATER TREATMENT (NORTH AMERICA),
INC.

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'25CV1552 WQHDEB

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Diversity jurisdiction exists under 28 U.S. Code § 1332(d).

Brief description of cause:
Consumer protection laws.

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

Jun 17, 2025

SIGNATURE OF ATTORNEY OF RECORD

/s/ Grace Bennett

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____