

Jonas Jacobson (Cal. Bar No. 269912)
jonas@dovel.com
Simon Franzini (Cal. Bar No. 287631)
simon@dovel.com
DOVEL & LUNER, LLP
201 Santa Monica Blvd., Suite 600
Santa Monica, California 90401
Telephone: (310) 656-7066
Facsimile: (310) 656-7069

Attorneys for Plaintiff

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

Josh Goldman, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

V Shred, LLC,

Defendant.

Case No. 2:25-cv-6582

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

Table of Contents

I.	Summary of the case.....	1
II.	Parties.	2
III.	Jurisdiction and Venue.	2
IV.	Facts.....	3
A.	V Shred’s deceptive sales.....	3
B.	Plaintiff was misled and harmed by Defendant’s deceptive sales.	10
C.	Defendant breached its contract and warranties with Mr. Goldman and the putative Class.	11
D.	No adequate remedy at law.....	11
V.	Class Action Allegations.....	12
VI.	Claims.	14
	Count 1: Violation of California’s False Advertising Law Bus. & Prof. Code §17500 & 17501	14
	Count 2: Violation of California’s Consumer Legal Remedies Act.....	15
	Count 3: Violation of California’s Unfair Competition Law.....	17
	Count 4: Breach of Contract	19
	Count 5: Breach of Express Warranty	20
	Count 6: Quasi-Contract/Unjust Enrichment.....	21
	Count 7: Negligent Misrepresentation	22
	Count 8: Intentional Misrepresentation	23
VII.	Relief.....	23


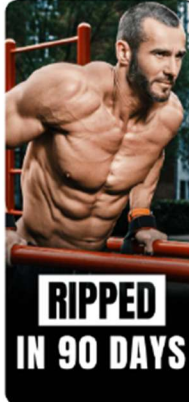

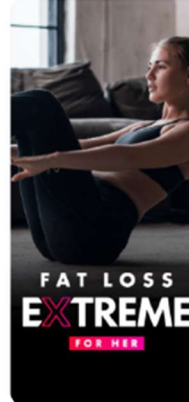


I. Summary of the case.

1. When a product is advertised as being on sale, this drives purchases. And there is nothing wrong with a legitimate sale. But some companies—like V Shred—take advantage of consumers with fake sales: deceptive sales that aren’t really discounts off the true regular price. To protect consumers, the law prohibits such deceptive sales.

2. V Shred makes, markets, and sells online fitness programs. On its website, it advertises discounts off its regular prices. For example:

MOST POPULAR PROGRAMS

All of our workout programs can be done at home - NO gym required!

					
SALE	SALE	SALE	SALE	SALE	SALE
WEIGHT LOSS FAT LOSS EXTREME FOR HIM	WEIGHT LOSS RIPPED IN 90	WEIGHT LOSS MOVE: AT HOME	WEIGHT LOSS FAT LOSS EXTREME FOR HER	WEIGHT LOSS TONED IN 90	WEIGHT LOSS V SHRED ACCELERATOR+
★★★★★	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★
BEGINNER	ADVANCED	BEGINNER	BEGINNER	ADVANCED	BEG/INT
\$99 \$47	\$99 \$47	\$99 \$47	\$99 \$47	\$99 \$57	

3. These seem like great deals. But the truth is that V Shred’s discounts are always available. So V Shred tricks consumers into thinking they are getting a discount when they are really just paying the regular price.

4. California consumer, Josh Goldman, bought products from V Shred’s website and was deceived by its fake sales. He brings this case to protect California consumers who purchased “discounted” V Shred products.

II. Parties.

5. Plaintiff Josh Goldman is domiciled in Los Angeles, CA.

6. The proposed Class includes citizens of California.

7. Defendant, V Shred, LLC is a Nevada limited liability company with its principal place of business in Las Vegas, NV. It is a citizen of Nevada. *See* 28 U.S.C. § 1332(d)(10) (in a class action, “an unincorporated association shall be deemed to be a citizen of the State where it has its principal place of business and the State under whose laws it is organized”).

III. Jurisdiction and Venue.

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

9. The Court has personal jurisdiction over Defendant because Defendant sold its products to consumers in California, including to Plaintiff.

10. Venue is proper under 28 U.S.C. § 1391(b)(1), 28 U.S.C. § 1391(c)(2), and 28 U.S.C. § 1391(d) because Defendant is subject to personal jurisdiction in this District with respect to this action, and would be subject to personal jurisdiction in this District if this District were a separate state, given that Defendant sold its products to consumers in California and this District, including to Plaintiff. Venue is also proper under 28 U.S.C. § 1391(b)(2) because a substantial part of Defendant’s conduct giving rise to the claims occurred in this District, including Defendant’s sale to Plaintiff.

IV. Facts.

A. V Shred's deceptive sales.

11. V Shred sells online fitness programs, diet programs, and supplements (the “Products”) through its websites.¹ Its Products are exclusive to it (not made or originally retailed by others).

12. V Shred advertises sales on its homepage, and other pages on its websites, by showcasing product listings, along with a strikethrough regular price (the former price) and the supposedly steep discounted price, with the word “SALE” displayed in a red box. For example, from the V Shred homepage:

MOST POPULAR PROGRAMS

All of our workout programs can be done at home - NO gym required!

Program	Image	SALE	Weight Loss	Program Name	Rating	Level	Price	Learn More
FAT LOSS EXTREME FOR HIM		SALE	WEIGHT LOSS	FAT LOSS EXTREME FOR HIM	★★★★★	BEGINNER	\$\$\$ \$47	LEARN MORE →
FAT LOSS EXTREME FOR HER		SALE	WEIGHT LOSS	FAT LOSS EXTREME FOR HER	★★★★★	BEGINNER	\$\$\$ \$47	LEARN MORE →
MOVE: AT HOME		SALE	WEIGHT LOSS	MOVE: AT HOME	★★★★★	BEGINNER	\$\$\$ \$47	LEARN MORE →
RIPPED IN 90 DAYS		SALE	WEIGHT LOSS	RIPPED IN 90	★★★★★	ADVANCED	\$\$\$ \$47	LEARN MORE →
TONED IN 90 DAYS		SALE	WEIGHT LOSS	TONED IN 90	★★★★★	ADVANCED	\$\$\$ \$57	LEARN MORE →
SIX-PACK SHRED		SALE	WEIGHT LOSS	SIX-PACK SHRED	★★★★★	BEGINNER	\$\$\$ \$19.99	LEARN MORE →

[BROWSE ALL PROGRAMS](#)


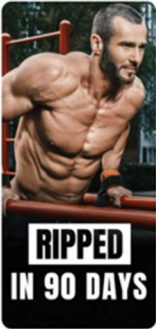

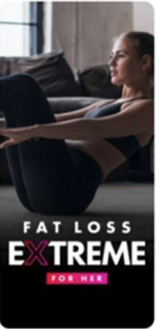
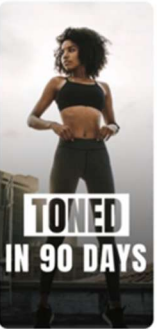
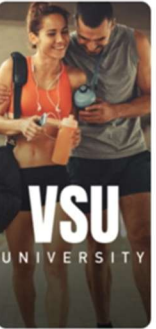
Captured January 3, 2023²






¹Including vshred.com and sculptnation.com, both operated by V Shred LLC. This also includes pages on le.vshred.com, which links from vshred.com

² From the Internet Archive, <https://archive.org/about/>.

13. The same is true of the V Shred Programs Page. For example:

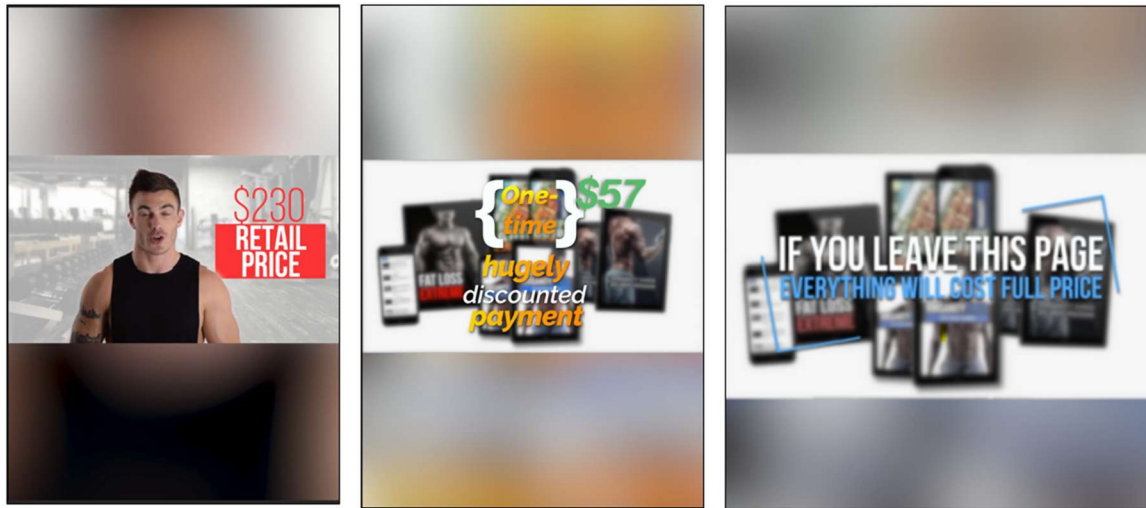
ALL PROGRAMS

					
SALE WEIGHT LOSS MOVE: AT-HOME	SALE WEIGHT LOSS RIPPED IN 90 DAYS	SALE WEIGHT LOSS FAT LOSS EXTREME FOR HIM	SALE WEIGHT LOSS FAT LOSS EXTREME FOR HER	SALE STRENGTH BUILDING TONED IN 90	SALE WEIGHT LOSS VSU UNIVERSITY
★★★★★ BEGINNER	★★★★★ ADVANCED	★★★★★ BEGINNER	★★★★★ BEGINNER	★★★★★ ADVANCED	★★★★★ BEGINNER
\$99 \$47	\$99 \$47	\$99 \$47	\$99 \$47	\$299 \$57	\$19.99 \$1
LEARN MORE →	LEARN MORE →	LEARN MORE →	LEARN MORE →	LEARN MORE →	LEARN MORE →

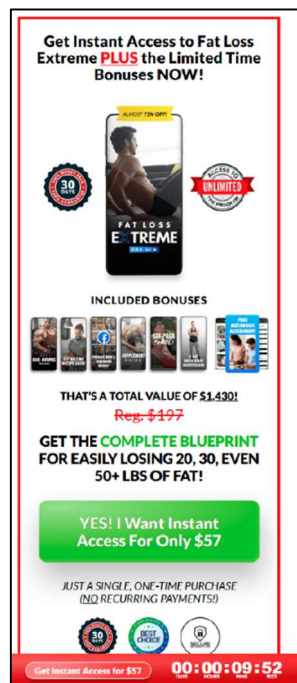
				
SALE STRENGTH BUILDING CLEAN BULK	SALE WEIGHT LOSS SIX-PACK SHRED	SALE STRENGTH BUILDING BIG ARMS	SALE STRENGTH BUILDING BOOTY BUILDER	SALE WEIGHT LOSS RECIPE GUIDE
★★★★★ BEGINNER	★★★★★ BEGINNER	★★★★★ BEGINNER	★★★★★ BEGINNER	★★★★★ BEGINNER
\$299 \$87	\$47 \$19.99	\$47 \$19.99	\$47 \$34.95	\$37 \$14.95
LEARN MORE →	LEARN MORE →	LEARN MORE →	LEARN MORE →	LEARN MORE →

Captured November 28, 2022

14. V-Shred also sells Product “bundles.” Consumers can buy bundles by taking a quiz linked from V Shred’s homepage. Based on the quiz results, consumers are then forced to watch an advertisement video (there is no way to move forward without watching the entire video, i.e. nothing in the video can be skipped). The video hypes purported substantial discounts off the regular prices, with time pressure. For example, for the Fat Loss Extreme for Him \$57 bundle:



15. More advertisements follow the video. For example:









16. All of this is false – these purported deals are always available and the discount is fake.

17. V-Shred also sells supplements, via its Sculpt Nation website. Just like V Shred's diet and fitness programs, these Products seem like they are offered at a steep discount. For example:

MOST POPULAR PRODUCTS







All of our supplements are made with premium ingredients and come with a 100% LIFETIME Guarantee!

					
SALE	SALE	SALE	SALE	SALE	SALE
FAT BURNING BURN EVOLVED 2.0	FAT BURNING BURN PM	MUSCLE BUILDING TEST BOOST MAX	RECOVERY TURMERIC BLACK	WELLNESS MULTI-COLLAGEN	RECOVERY HGH BOOST
★★★★★	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★
Metabolism Support Manage Appetite Natural Ingredients	Overnight Fat Burning Healthy Sleep Support Natural Ingredients	T-Level Support Muscle Gains Natural Ingredients	Metabolism Support Recovery Support Natural Ingredients	Help Fight Cellulite Improve Skin, Hair & Nails Manage Cravings	Growth Hormone Support Muscle Recovery Natural Ingredients
\$67 \$49	\$67 \$49	\$67 \$49	\$67 \$49	\$67 \$49	\$67 \$49
VIEW DETAILS →	VIEW DETAILS →	VIEW DETAILS →	VIEW DETAILS →	VIEW DETAILS →	VIEW DETAILS →

Captured February 2, 2023

MOST POPULAR PRODUCTS

All of our supplements are made with premium ingredients and come with a 100% LIFETIME Guarantee!

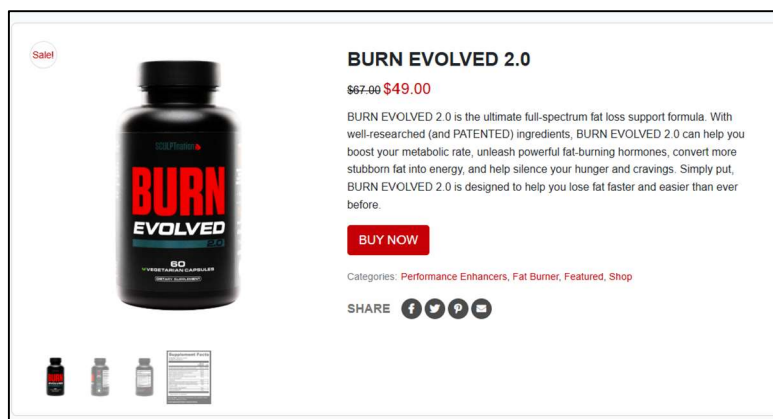
					
SALE	SALE	SALE	SALE	SALE	SALE
FAT BURNING BURN EVOLVED 2.0	FAT BURNING BURN PM	MUSCLE BUILDING TEST BOOST MAX	RECOVERY TURMERIC BLACK	WELLNESS MULTI-COLLAGEN	RECOVERY HGH BOOST
★★★★★	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★
Metabolism Support Manage Appetite Natural Ingredients	Overnight Fat Burning Healthy Sleep Support Natural Ingredients	T-Level Support Muscle Gains Natural Ingredients	Metabolism Support Recovery Support Natural Ingredients	Help Fight Cellulite Improve Skin, Hair & Nails Manage Cravings	Growth Hormone Support Muscle Recovery Natural Ingredients
\$67 \$49	\$67 \$49	\$67 \$49	\$67 \$49	\$67 \$49	\$67 \$49
VIEW DETAILS →	VIEW DETAILS →	VIEW DETAILS →	VIEW DETAILS →	VIEW DETAILS →	VIEW DETAILS →

Captured March 8, 2024

18. Plaintiff's counsel investigated Defendant's historical website sales using the Internet Archive (available at www.archive.org). Plaintiff's counsel sampled a monthly archive of V Shred's homepage for the past four years (48 months). Every page showed a purported sale and strikethrough prices similar to the pages illustrated above. The Products are always "on sale" and the discounts are fake.

19. Similarly, Plaintiff's counsel investigated the Sculpt Nation homepage, using the Internet Archive. Plaintiff's counsel sampled a monthly archive of this homepage from January 2022 to today (43 months).³ Every single page showed a purported sale and strikethrough prices similar to the pages illustrated above. The Products are always "on sale" and the discounts are fake.

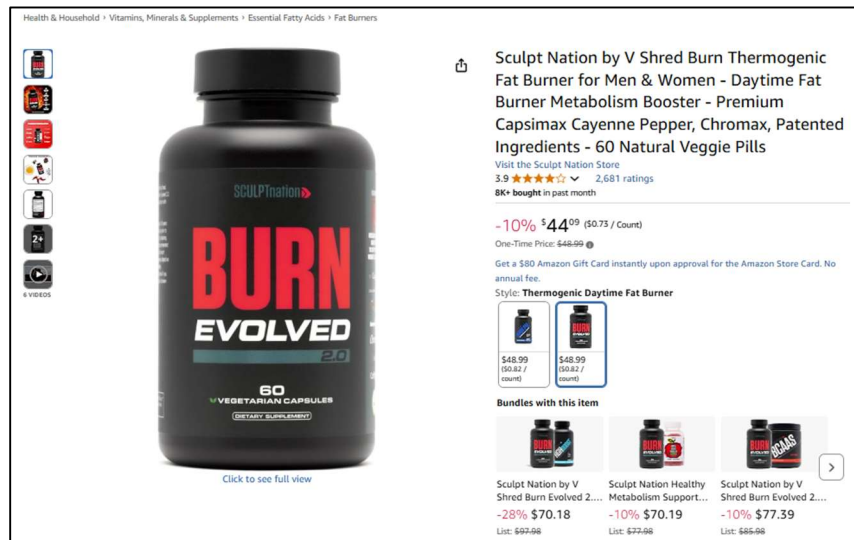
20. V Shred also sells some Sculpt Nation supplements through its Amazon store. But even there, it does not sell its products at the purported regular price (full price) that it advertised on its Sculpt Nation website. Instead, on Amazon, it sells its products at or below the purported discounted price. For example, the BURN EVOLVED 2.0 supplement is listed on sculptnation.com as having a regular (former) price of \$67, with a purportedly discounted price of \$49:



Captured July 16, 2025

³ The Internet Archives of the Sculpt Nation product pages would not load from July 2021-December 2021. But based on the consistency of the deceptive discounts from 2022 to today, Plaintiff believes the 2021 pages have similar fake discounts. Confirming information is uniquely in the possession of V Shred.

21. And on Amazon, V-Shred sells it for less than \$49. The \$67 strikethrough price is fake.



Captured July 16, 2025

22. V Shred's fake discounts are steep. For example, as shown in the screenshots above, V Shred always advertised a sale on its homepage for its "Fat Loss Extreme for Him," "Fat Loss Extreme for Her," "Move: At Home," and "Ripped in 90" Products. Each of those Products had a strikethrough regular price (the former price) of \$99, and a supposed discounted price of \$47. In other words, each of those Products were purportedly \$52 off, or about 53% off the supposed regular price.

23. By definition, reasonable consumers expect a sale to be time limited (otherwise, it is not a sale, it is just the regular price). For all of V Shred's sales, reasonable consumers interpret Defendant's sale advertisements and strikethrough prices to mean that they will get a discount "off" of the former or regular prices that Defendant formerly and usually charges for its Products. In other words, reasonable consumers believe that the list prices Defendant advertises represent the amount that consumers formerly had to pay on Defendant's website for Defendant's Products, before the sale began, and will again have to pay for Defendant's Products when the sale

25. In truth, however, Defendant always offers steep discounts. As a result, the list prices Defendant advertises are not actually Defendant's regular, former, or prevailing prices. The purported discounts are illusory.

26. On top of its fake discounts, V Shred misleads consumers about when the sales will end. For example, for the “Fat Loss Extreme” plan, the website claims “this price will only last a few more days before it DOUBLES, so please act now....” This is a lie: the price never doubles (and V Shred knows this).



27. To pressure sales, the checkout cart also represents that the discount is a “Special Offer” that is only available for minutes (with a countdown clock). In reality, the offer is not special and it is always available.



28. V Shred’s fake sales work because reasonable consumers are not fake sale detectives. Reasonable consumers are not monitoring the website every day for months or years. And even a consumer who occasionally checks the website would reasonably believe that there happened to be another legitimate sale. As illustrated above, discovering Defendant’s deception required extensive mining of internet archives.

29. Putative Class Members are still not aware of Defendant’s fake sale scheme. Absent Class Members will learn of the scheme for the first time upon court-ordered class notice in this case.

30. Sales drive purchases. Consumers are more likely to buy a product—and willing to pay more—if they believe that the product is on sale and that they are getting a product with a higher market value at a substantial discount.

31. Defendant’s advertisements harm consumers by inducing them to make purchases based on the false belief that they are getting a substantial discount. This artificially increases consumer demand for the Products. This, in turn, puts upward pressure on the prices that Defendant can charge. As a result, Defendant artificially sells more products and can charge an artificial price premium attributable to the fake sales. So due to the fake sales, Plaintiff and the putative Class overpaid for the Products.

B. Plaintiff was misled and harmed by Defendant’s deceptive sales.

32. On or around April 8, 2024, while living in Los Angeles, Mr. Goldman purchased a “Fat Loss Extreme for Him \$57 Bundle” of Products from V Shred’s

1 website. The website represented that the Products were on sale when Mr. Goldman
2 purchased them. He read and relied on the sale, which was important in driving his
3 purchase.

4 33. Plaintiff would not have made his purchase, at the price he paid, if he had
5 known that the Product was not really discounted. He also overpaid for the Product
6 because the fake sales increased consumer demand and drove up prices.

7 **C. Defendant breached its contract and warranties with Mr. Goldman**
8 **and the putative Class.**

9 34. When Mr. Goldman and other members of the putative Class purchased
10 V Shred Products, they accepted offers that Defendant made. Each offer was to provide
11 Products having a particular listed regular price and market value, and to provide those
12 Products at the discounted price advertised on the website.

13 35. Defendant's website lists the regular (the market value) prices of the items
14 that Defendant promised to provide. Defendant agreed to provide a discount equal to
15 the difference between the regular prices and the prices paid by Mr. Goldman and the
16 putative Class Members. These promises were also express warranties: affirmations of
17 fact about the Products and a promise relating to the goods.

18 36. Mr. Goldman and other members of the putative Class performed their
19 obligations under the contract by paying for the items they purchased.

20 37. Defendant breached its contract by failing to provide Mr. Goldman and
21 other members of the putative Class with Products that have a regular price and market
22 value equal to the regular price displayed, and by failing to provide the promised
23 discount. Defendant breached its express warranties for the same reasons.

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

25 38. Plaintiff seeks damages and, in the alternative, restitution. Plaintiff is
26 permitted to seek equitable remedies in the alternative because he has no adequate
27 remedy at law. A legal remedy is not adequate if it is not as certain as an equitable
28 remedy. The elements of Plaintiff's equitable claims are different and do not require the

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

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

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

16 41. Finally, legal damages are inadequate to remedy the imminent threat of
 17 future harm that Plaintiff faces. Only an injunction can remedy this threat of future
 18 harm.

19 **V. Class Action Allegations.**

20 42. Plaintiff brings the asserted claims on behalf of the proposed Class of:

- 21 • All persons who, while in the state of California and within the applicable
 22 statute of limitations period, purchased one or more V Shred Products
 23 advertised at a discount on Defendant's websites.

24 43. The following people are excluded from the proposed Class: (1) any Judge
 25 or Magistrate Judge presiding over this action and the members of their family; (2)
 26 Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in
 27 which the Defendant or its parents have a controlling interest and their current
 28 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

44. The proposed Class contains members so numerous that separate joinder of each member of the Class is impractical. There are at least tens or hundreds of thousands of Class Members. For example, on its website, Defendant states, "We had our first customer in 2017 and have served over 5 million customers since..."⁴

45. Class Members can be identified through Defendant's sales records and public notice.

Predominance of Common Questions

46. There are central, predominating questions of fact and law common to the proposed Class, such as:

- (1) whether Defendant's sales were persistent;
- (2) whether Defendant's advertised regular prices were really what it regularly charged;
- (3) whether Defendant's sales were misleading to reasonable consumers;
- (4) whether these sales violated consumer protection laws, breached Defendant's contract with proposed Class members, and violated its express warranties; and
- (5) restitution or damages needed to compensate Plaintiff and the proposed Class.

Typicality & Adequacy

47. Plaintiff's claims are typical of the proposed Class. Like the proposed Class, Plaintiff purchased V Shred Products advertised by Defendant. There are no conflicts of interest between Plaintiff and the Class.

⁴ <https://vshred.com/aboutvshred?ref=reviews> (last accessed July 7, 2025).

1 ***Superiority***

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

7 **VI. Claims.**

8 **Count 1:**

9 **Violation of California's False Advertising Law**

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

11 49. Plaintiff incorporates each and every factual allegation set forth above.

12 50. Plaintiff brings this cause of action on behalf of himself and members of
13 the Class.

14 51. Defendant has violated sections 17500 and 17501 of the California
15 Business and Professions Code (the False Advertising Law).

16 52. Defendant has violated, and continues to violate, section 17500 of the
17 Business and Professions Code by disseminating untrue and misleading advertisements
18 to Plaintiff and Class Members.

19 53. The prices advertised by Defendant are not Defendant's regular prices. In
20 fact, those prices are never Defendant's regular prices (i.e., the price you usually have to
21 pay to get the Product in question), because there is always a heavily-advertised
22 promotion entitling consumers to a discount. For the same reasons, those prices were
23 not the former prices of the Products. Accordingly, Defendant's statements about the
24 former prices of its Products and its statements about its discounts from those former
25 prices were untrue and misleading.

26 54. Defendant has also violated, and continues to violate, section 17501 of the
27 Business and Professions Code by advertising former prices that were not the prevailing
28 market price within three months next immediately preceding the advertising. As

1 explained above, Defendant's advertised regular prices, which reasonable consumers
2 would understand to denote former prices, were not the prevailing market prices for the
3 Products within three months preceding publication of the advertisement. And
4 Defendant's former price advertisements do not state clearly, exactly, and conspicuously
5 when, if ever, the former prices prevailed. Defendant's advertisements do not indicate
6 whether or when the purported former prices were offered at all.

7 55. Defendant's misrepresentations were intended to induce reliance, and
8 Plaintiff saw, read, and reasonably relied on the statements when purchasing the
9 Products.

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

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

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

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

25 **Count 2:**

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

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

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

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

3 62. As alleged in detail above, Defendant violated, and continues to violate,
4 section 1770(a)(5) of the California Civil Code by representing that Products offered for
5 sale have characteristics or benefits that they do not have. Defendant represents that the
6 value of its Products is greater than it actually is by advertising inflated regular prices and
7 fake discounts for Products.

8 63. As alleged in detail above, Defendant violated, and continues to violate,
9 section 1770(a)(9) of the California Civil Code. Defendant advertises its Products as
10 being offered at a discount off their regular prices, when in fact Defendant does not
11 intend to sell the Products at a discount and knows that the regular prices are not truly
12 what consumers regularly pay.

13 64. As alleged in detail above, Defendant violated, and continues to violate
14 section 1770(a)(13) of the California Civil Code by making false or misleading statements
15 of fact concerning reasons for, existence of, or amounts of, price reductions on its
16 website.

17 65. Defendant's fake sales are likely to deceive reasonable consumers.
18 Defendant knew, or should have known through the exercise of reasonable care, that its
19 sales were misleading.

20 66. Defendant's misrepresentations were intended to induce reliance, and
21 Plaintiff saw, read, and reasonably relied on them when purchasing the Products.

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

25 68. Defendant's misrepresentations were a substantial factor and proximate
26 cause in causing damages and losses to Plaintiff and the Class.

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

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

5 70. Under California Civil Code § 1780(a)(2), Plaintiff, on behalf of himself and
 6 the Class, seeks injunctive relief. As addressed next, Plaintiff is not seeking any monetary
 7 relief, under the CLRA, until the notice period elapses.

8 71. CLRA § 1782 NOTICE. Defendant does not have a California
 9 headquarters. On July 10, 2025, a CLRA demand letter was sent to Defendant's Las
 10 Vegas, Nevada headquarters and registered agent via certified mail (return receipt
 11 requested), that provided notice of Defendant's violations of the CLRA and demanded
 12 that Defendant correct the unlawful, unfair, false and/or deceptive practices alleged
 13 here. If Defendant does not fully correct the problem for Plaintiff and for each member
 14 of the Class within 30 days of receipt, Plaintiff and the Class will amend to seek all
 15 monetary relief allowed under the CLRA. This amendment is expressly allowed by the
 16 CLRA. *See* Cal. Civ. Code § 1782 (d) ("An action for injunctive relief ... may be
 17 commenced without [notice]" and after the notice period elapses the "consumer may
 18 amend his or her complaint without leave of court to include a request for damages.")

19 72. A CLRA venue declaration is attached.

20 **Count 3:**

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

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

23 73. Plaintiff incorporates each and every factual allegation set forth above.

24 74. Plaintiff brings this cause of action on behalf of himself and members of
 25 the Class.

26 75. Defendant has violated California's Unfair Competition Law (UCL) by
 27 engaging in unlawful, fraudulent, and unfair conduct (i.e., violating each of the three
 28 prongs of the UCL).

1 110. In this way, Defendant received a direct and unjust benefit at Plaintiff's
2 expense.

3 **Count 7:**

4 **Negligent Misrepresentation**

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

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

7 112. Plaintiff brings this cause of action on behalf of himself and members of
8 the Class.

9 113. As alleged in detail above, Defendant made false representations to
10 Plaintiff and Class Members concerning its regular prices and discounts.

11 114. When Defendant made these misrepresentations, it knew or should have
12 known that they were false. Defendant had no reasonable grounds for believing that
13 these representations were true when made. Like any company, Defendant tracks its
14 own sales and its own transactions. It knows that its sales persist and that its advertised
15 regular prices are not really what consumers regularly pay.

16 115. Defendant intended that Plaintiff and Class Members rely on these
17 representations, and Plaintiff and Class Members read and reasonably relied on them.

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

21 117. Defendant's misrepresentations were a substantial factor and proximate
22 cause in causing damages and losses to Plaintiff and Class Members.

23 118. Plaintiff and the Class were injured as a direct and proximate result of
24 Defendant's conduct because (a) they would not have purchased the Products had they
25 known that the representations were false, (b) they overpaid for the Products because
26 the Products were sold at a price premium due to the misrepresentation, and/or (c) they
27 did not receive the discounts they were promised, and received Products with market
28 values lower than the promised market values.

Count 8:

Intentional Misrepresentation

(By Plaintiff and the Class)

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

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

121. As alleged in detail above, Defendant made false representations to Plaintiff and Class Members concerning its regular prices and discounts.

122. When Defendant made these misrepresentations, it knew that they were false when they made them or acted recklessly in making the misrepresentations. It knows that its sales persist and that its advertised regular prices are not really what consumers regularly pay.

123. Defendant intended that Plaintiff and Class Members rely on these representations, and Plaintiff and Class Members read and reasonably relied on them.

124. 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 V Shred Products.

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

126. 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 that the representations were false, (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.

VII. Relief.

127. Plaintiff seeks the following relief for himself and the Class:

- An order certifying the asserted claims, or issues raised, as a class action;

- A judgment in favor of Plaintiff and the proposed Class;
 - Damages, statutory damages, treble damages, and punitive damages where applicable;
 - Restitution;
 - Rescission;
 - Disgorgement, and other just equitable relief;
 - Pre- and post-judgment interest;
 - An injunction prohibiting Defendant's deceptive conduct, as allowed by law;
 - Reasonable attorneys' fees and costs, as allowed by law;
- Any additional relief that the Court deems reasonable and just.

Demand For Jury Trial

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

Dated: July 18, 2025

Respectfully submitted,

By: /s/ Jonas Jacobson

Jonas Jacobson (Cal. Bar No. 269912)

jonas@dovel.com

Simon Franzini (Cal. Bar No. 287631)

simon@dovel.com

DOVEL & LUNER, LLP

201 Santa Monica Blvd., Suite 600

Santa Monica, California 90401

Telephone: (310) 656-7066

Facsimile: (310) 656-7069

Attorneys for Plaintiff