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Attorneys for Plaintiff and the Putative Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

JESSE CANTU, individually and on behalf of all  
others similarly situated,

Plaintiff,

v.

LUXOTTICA OF AMERICA INC., an Ohio  
corporation,

Defendant.

Case No. 25STCV15816

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR: (1) VIOLATION OF  
CAL. BUS. & PROF. CODE § 17500 *ET SEQ.*;  
AND (2) CONSUMERS LEGAL REMEDIES  
ACT, CAL. CIVIL CODE § 1750 *ET SEQ.***

Department: 56  
Judge: Hon. Holly J. Fujie

Action Filed: May 30, 2025  
Trial Date: None Set

**FILED**  
Superior Court of California  
County of Los Angeles

**08/25/2025**

David W. Slayton, Executive Officer / Clerk of Court

By: D. Jones Deputy

1 **I. NATURE OF ACTION**

2 1. Defendant advertises fictitious regular prices (and corresponding phantom discounts) on  
3 products sold through its website at <https://www.oakley.com> (the “Website”). This practice allows  
4 Defendant to fabricate a fake “reference price,” and present the actual price as “discounted,” when it is  
5 not. The result is a sham price disparity that is *per se* illegal under California law.

6 **II. PARTIES**

7 2. Plaintiff is a citizen of California who purchased a product identified below from  
8 Defendant’s Website.

9 3. Defendant is an Ohio corporation. Defendant is an online retailer that sells sunglasses,  
10 prescription eyeglasses, goggles, apparel, shoes, helmets, and other sports-related products and  
11 accessories nationwide and in California. Defendant has substantial contacts with and receives  
12 substantial benefits and income from and through the state of California.

13 **III. JURISDICTION AND VENUE**

14 4. This Court has subject matter jurisdiction over this action.

15 5. Defendant is subject to jurisdiction under California’s “long-arm” statute because the  
16 exercise of jurisdiction over Defendant is not “inconsistent with the Constitution of this state or the  
17 United States.” Defendant engaged in intentional acts by operating its Website and making it available  
18 to California residents, deceptively advertising its products via its Website to California residents  
19 including Plaintiff, expressly aiming its conduct toward California residents by conducting substantial  
20 business with residents of the State of California via its Website, and causing economic harm to  
21 California residents that Defendant knew would be likely to be suffered in California. Plaintiff is  
22 informed and believes and thereon alleges that Defendant generates a minimum of eight percent of its  
23 revenues from its Website based upon interactions with Californians, such that the Website “is the  
24 equivalent of a physical store in California.” *Thurston v. Fairfield Collectibles of Georgia*, 53 Cal. App.  
25 5th 1231, 1235 (2020), *review denied*, No. S264780 (Dec. 9, 2020). Plaintiff is informed and believes  
26 and thereon alleges that Defendant sells products to Plaintiff and other California residents as part of its  
27 regular course of business. Plaintiff is informed and believes and thereon alleges that Defendant sells  
28 thousands of products to California residents each year. Plaintiff is informed and believes and thereon

alleges that Defendant exercises at least some level of control over the ultimate distribution of its products sold via its Website to the end consumer including products shipped into California.

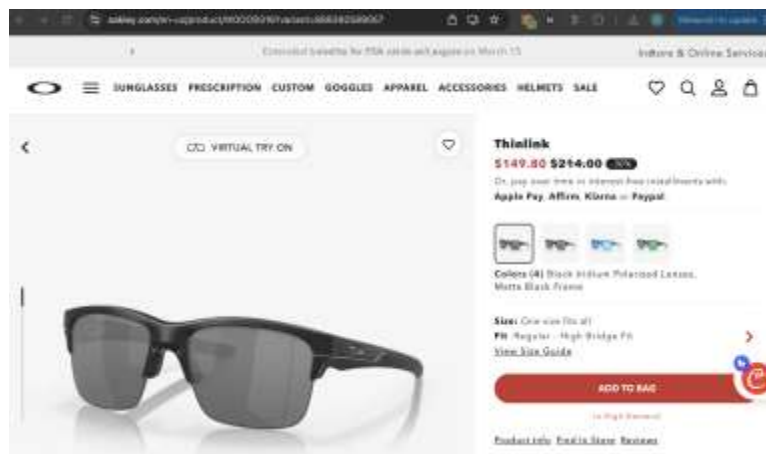
6. Venue is proper in this County pursuant to either section 395 or section 395.5 of the Code of Civil Procedure. Some of the class members' claims arose in this County.

#### IV. FACTUAL ALLEGATIONS

7. Defendant, through its Website, offers products for sale to California consumers.

8. Defendant advertises fictitious prices (and corresponding phantom discounts) on such products. This practice allows Defendant to fabricate a fake "reference" price, and present the actual price as "discounted," when it is not.

9. On April 10, 2025, Plaintiff purchased a sunglasses product known as "Thinlink" with a black iridium polarized lens and a matte black frame (the "Product") from Defendant's Website for the allegedly discounted price of \$149.80, which Defendant compared to a strike-through reference price of \$214.00, after visiting a webpage substantially identically to the screenshot depicted below:



10. Courts have construed strikethrough prices as representing former prices despite the lack of specific words indicating the regular price. *See, e.g., Jacobs v. La-Z-Boy, Inc.*, 2024 WL 5194976, at \*5 (C.D. Cal. Nov. 14, 2024) (Staton, J.); *Vizcarra v. Michaels Stores, Inc.*, 710 F. Supp. 3d 718, 725 (N.D. Cal. 2024); *Phillips v. Brooklyn Bedding LLC*, 2024 WL 2830663, at \*4 (N.D. Cal. 2024) (Lin, J.); *Munning v. Gap, Inc.*, 2016 WL 6393550, at \*5 (N.D. Cal. Oct. 28, 2016); *see also Calcagno v. Kipling Apparel Corp.*, 2024 WL 3261205, at \*7 (S.D. Cal. July 1, 2024) (Bashant, J.) ("a former price need not be identified by the words 'formerly' or 'regularly' to be actionable").

11. The alleged former price or reference price described in the preceding paragraph was not the “prevailing market price” in the three month period preceding the above access date within the meaning of section 17501 of the California Business and Professions Code. Likewise, the advertisement does not “clearly, exactly and conspicuously” state the date upon which the alleged former price or reference price was the prevailing market price within the meaning of that same statute.

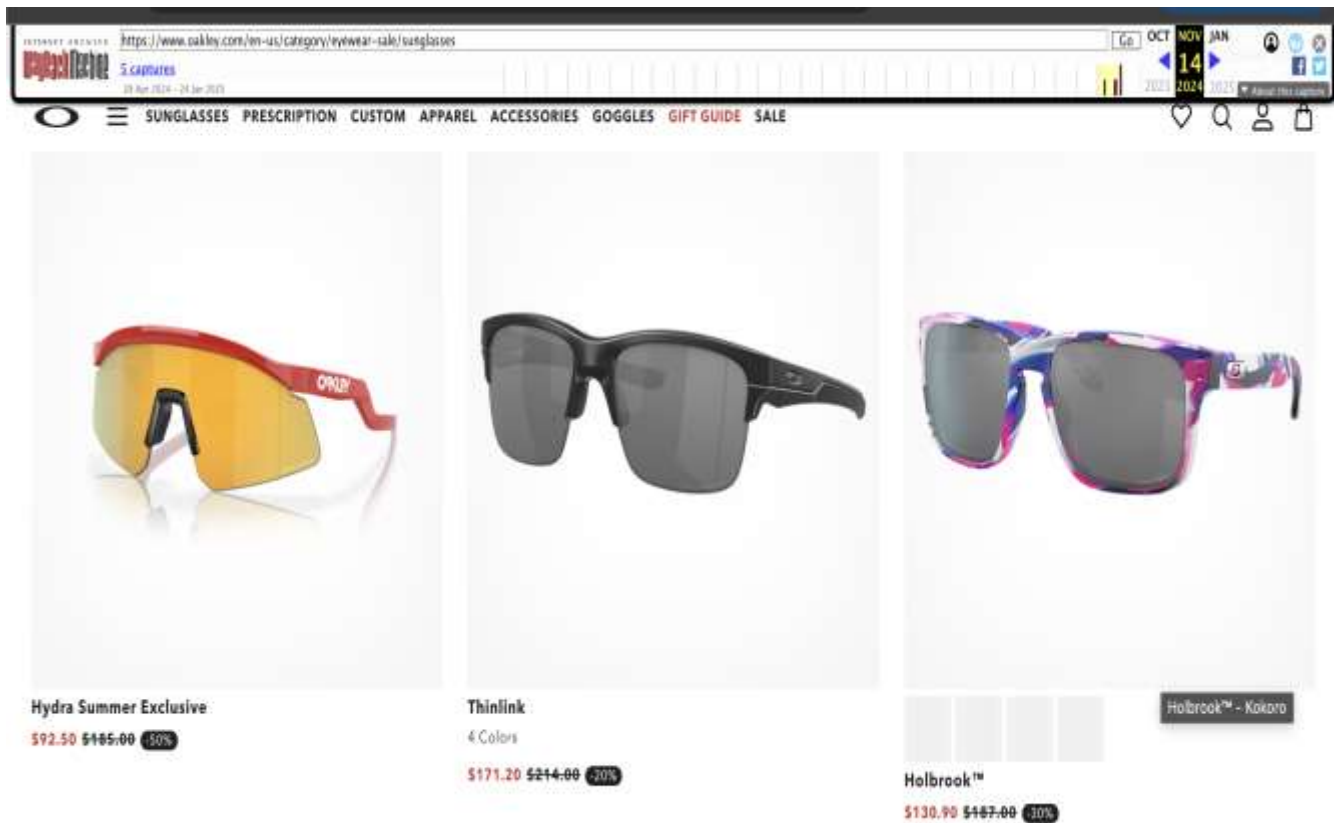
12. Indeed, within such three month period immediately preceding Plaintiff’s purchase of the Product, Defendant was offering the exact same Product for an allegedly discounted price of \$171.20 between January 1, 2025 and March 5, 2025 and between March 11, 2025 and March 17, 2025 according to a commercial website, <https://www.klarna.com/us/>, which tracks the price history of products advertised online including the Product at issue in the instant action at: <https://www.klarna.com/us/shopping/pl/cl58/3203177217/Sunglasses/Oakley-Thinlink-OO9316-1163/>. During that same three month period, according to the website at: <https://www.klarna.com/us/>, Defendant was offering the exact same Product for an allegedly discounted price of \$149.80 between March 6, 2025 and March 10, 2025, and between March 18, 2025 and March 31, 2025.

13. For example, Defendant was advertising the exact same Product for the same discounted price with the same phantom discount on March 26, 2025, *i.e.*, a price of \$149.80 from a strike-through reference price of \$214.00, which has been documented by the screen captures of the Internet Archive’s Wayback Machine on such date.<sup>1</sup> <https://web.archive.org/web/20250326004318/https://www.oakley.com/en-us/category/eyewear-sale/sunglasses>

14. Indeed, even earlier than the foregoing three month period preceding Plaintiff’s purchase of the Product, Defendant was offering the exact same Product for a discounted price of \$171.20 with

<sup>1</sup> The “Wayback Machine” is a digital archive of the World Wide Web that allows users to view past versions of websites. <https://web.archive.org/> (last visited July 23, 2025). It automatically captures snapshots of webpages at various points in time, and stores them with timestamps. It is used to determine how a website looked in the past, analyze the evolution of a website, and retrieve information that may no longer be available on the current iteration of a website. Information retrieved via the Wayback Machine is generally treated as authoritative. “In this district, the contents of web pages available through the Wayback machine are generally proper subjects of judicial notice ‘as facts that can be accurately and readily determined from sources whose accuracy cannot reasonably be questioned[.]’” *Valenzuela v. The Kroger Co.*, 2024 WL 1336959, at \*3 n.7 (C.D. Cal. Mar. 28, 2024) (Gee, J.) (citations omitted).

the same strike-through reference price of \$214.00 on November 14, 2024, as shown below and as documented by the “Wayback Machine”:<sup>2</sup>



15. Even subsequent to Plaintiff’s purchase of the Product, Defendant was offering the exact same Product for significantly less than \$214.00.<sup>3</sup>

16. For example, on July 22-23, 2025, Defendant was advertising the Product on its Website at a price of \$181.60 with a strike-through reference price of \$227.00.<sup>4</sup> Attached hereto as **Exhibit “1”** is a true and correct copy of the webpage at: <https://www.oakley.com/en-us/product/W0009316?variant=888392589057> as of July 22, 2025. Attached hereto as **Exhibit “2”** is

<sup>2</sup><https://web.archive.org/web/20241114052859/www.oakley.com/en-us/category/eyewear-sale/sunglasses>

<sup>3</sup> Evidence of Defendant’s pricing obtained via an investigation conducted *subsequent* to Plaintiff’s purchase is recognized as appropriate in similar reference pricing cases as was the case in *Real v. Y.M.I. Jeanswear, Inc.*, 2017 WL 11675686 (C.D. Cal. Sept. 1, 2017) (Bernal, J.), in which the “Plaintiffs’ investigation took place *a year after Plaintiff Real’s purchase*.” *Id.* at \*5 (emphasis added); *id.* (“*This Court declines to find that an investigation must take place prior to or concurrently with a plaintiff’s purchase to plead a sufficient claim.*”) (emphasis added); *Ochoa v. Zeroo Gravity Games LLC*, 2023 WL 4291650, at \*9 (C.D. Cal. May 24, 2023) (Wu, J.) (tentative ruling) (“Evidence that the same sale price was offered on multiple occasions *at later dates* supports those theories.”) (emphasis added), adopted in, No. 2:22-cv-05896-GW-AS, Doc. 53 (C.D. Cal. May 25, 2023).

<sup>4</sup> <https://www.oakley.com/en-us/product/W0009316?variant=888392589057>

1 a true and correct copy of the webpage at: [https://www.oakley.com/en-](https://www.oakley.com/en-us/product/W00O9316?variant=888392589057)  
2 [us/product/W00O9316?variant=888392589057](https://www.oakley.com/en-us/product/W00O9316?variant=888392589057) as of July 23, 2025.

3 17. Indeed, according to the website of Klarna.com, which has tracked the price history of  
4 the Product on the Website over the past year, the Website has not advertised the Product for sale at  
5 \$214.00 or higher at any time between November 10, 2022 and the present. Attached hereto as **Exhibit**  
6 **“3”** is a true and correct copy of the webpage at:  
7 <https://www.klarna.com/us/shopping/pl/cl58/3203177217/Sunglasses/Oakley-Thinlink-OO9316-1163/>  
8 depicting the price history of the Product on the Website between November 10, 2022 and July 22, 2025.

9 18. Plaintiff’s investigation also shows that other online retailers have advertised prices for  
10 the Product for well below the \$214.00 reference price consistently relied upon by Defendant’s  
11 advertising of the Product during the three month period preceding Plaintiff’s purchase of the Product.

12 19. For example, according to Klarna.com, it identifies the price history of the Product on  
13 amazon.com as \$103.50 between January 1, 2025 and March 29, 2025.

14 20. According to Klarna.com, it identifies the price history of the Product on belk.com as  
15 \$171.20 between February 13, 2025 and March 15, 2025. Although Klarna.com identifies belk.com as  
16 offering the Product for \$214.00 between January 18, 2025 and January 31, 2025, and once again on  
17 March 16, 2025, those dates are significantly fewer than the February 13-March 15, 2025 timeframe in  
18 which the Product was advertised at a significantly lower price than \$214.00 on belk.com.

19 21. According to Klarna.com, it identifies the price history of the Product on  
20 Framesdirect.com as \$171.20 between January 1, 2025 and March 31, 2025.

21 22. According to Klarna.com, it identifies the price history of the Product on  
22 SunglassHut.com as \$171.20 between January 1, 2025 and March 5, 2025, and March 18, 2025 and  
23 March 31, 2025.

24 23. According to Klarna.com, it identifies the price history of the Product on macys.com as  
25 \$214 on January 2-6, 8-9, 13-16, 21, 27-30, 2025, February 3-5, 10, 18-20, 24, 2025, and March 13, 17-  
26 19, 24-31, 2025; \$149.80 on January 24-26, 31, 2025 and February 1-2, 6-9, 11-17, 21-23, 25-28, 2025  
27 and March 1-12, 14-16, 20-23, 2025; \$128.40 on January 7, 10-12, 17-20, 2025; and \$107 on January  
28 1, 22-23, 2025. In other words, within such three month period immediately preceding Plaintiff’s

1 purchase of the Product, macys.com only advertised the Product at \$214.00 for 36 days, which is only  
2 40 percent during such three-month period.

3 24. These pricing and advertising practices reflecting high-pressure fake sales are patently  
4 deceptive. They are intended to mislead customers into believing that they are getting a bargain by  
5 buying products from Defendant on sale and at a substantial and deep discount. The reference price is,  
6 therefore, an artificially inflated price. In turn, the advertised discounts are nothing more than phantom  
7 markdowns.

8 25. “An advertised discount off a seller’s regular price can be deceptive where (1) the alleged  
9 sale price does not in fact differ from the regular price at which the product is ordinarily sold; or (2) ‘the  
10 alleged original price constituted a false valuation of the product.’” *Knapp v. Art.com, Inc.*, No. 16-cv-  
11 00768-WHO, 2016 WL 3268995, at \*3 (N.D. Cal. June 15, 2016) (quoting 1A Calmann on Unfair  
12 Competition, Tr. & Mono. § 5:59 (4th ed. 2015) and citing *Hinojos v. Kohl’s Corp.*, 718 F.3d 1098,  
13 1102 (9th Cir. 2013) (noting that the plaintiff alleged both (1) “that he purchased several items that were  
14 advertised as being substantially reduced from their ‘original’ or ‘regular’ prices but that were, in reality,  
15 routinely sold by [the defendant] at the advertised ‘sale’ prices,” and (2) “that the advertised ‘original’  
16 or ‘regular’ prices did not reflect prevailing retail market prices”); 16 C.F.R. § 233.1(a) (an advertised  
17 “reduction from the advertiser’s own former price for an article” is legitimate where “the former price  
18 is the *actual, bona fide price* at which the article was offered to the public on a regular basis for a  
19 reasonably substantial period of time”) (emphasis added by *Knapp*)).

20 26. Defendant’s perpetual sales of the Product (and other products) have caused its purported  
21 sales prices to be no different from the prices at which it regularly sells the Product (and other products).  
22 That is, Defendant does not ordinarily sell its Product (or other products) at the advertised regular prices  
23 in violation of section 17500 of California’s Business and Professions Code.

24 27. In addition, Plaintiff is informed and believes and thereon alleges that the advertised  
25 regular prices on Defendant’s Website are out of step with prevailing market prices in violation of  
26 section 17501 of California’s Business and Professions Code. In light of the foregoing investigation of:  
27 (i) the Product’s sales price on Defendant’s Website conducted by Plaintiff’s counsel regarding the three-  
28 month period before Plaintiff’s purchase of the Product referenced in the preceding paragraphs; (ii) the



1 time period before such pertinent three-month period began; and (iii) the time period after Plaintiff's  
2 purchase of the Product, Plaintiff is informed and believes and thereon alleges that the Product purchased  
3 by Plaintiff was not offered for sale on Defendant's Website in the majority of daily offerings at the  
4 reference price during the requisite statutory three-month period, such that the reference price was not  
5 the "prevailing market price" for the Product during the requisite statutory three-month period. *People*  
6 *v. Superior Court*, 34 Cal. App. 5th 376, 414 (2019) ("[T]he requisite market price is reasonably viewed  
7 as the **common or predominant price** during that [pertinent three-month] period. For that reason, in a  
8 typical case, a retailer may avoid liability under the statute by advertising a former price that obtains on  
9 **all or most of the days** within the pertinent three-month period.") (emphasis added); (recognizing the  
10 "statistical 'mode' price of an advertised item – that is, the most commonly occurring price – as an  
11 objective standard for determining the prevailing three-month market price for that item and explaining  
12 that "the most straightforward application of the concept of the mode to the facts alleged here is to  
13 identify the three-month prevailing price for an item as **the price offered in the majority of the 'daily**  
14 **offerings' for the period, if there is one, and otherwise as the most frequently occurring price in those**  
15 **offerings**") (emphasis added).

16 28. Defendant knows that the prices for the Product are fake and artificially inflated and  
17 intentionally uses them in its deceptive pricing scheme on its Website to increase sales and profits by  
18 misleading consumers to believe that they are buying products at a substantial discount. Defendant  
19 thereby induces customers to buy products they never would have bought—or at the very least, to pay  
20 more for merchandise than they otherwise would have if Defendant was simply being truthful about its  
21 "sales."

22 29. Defendant used strike-through pricing for the Product and other products to indicate that  
23 such products were on "sale," which provided a false sense of urgency to consumers including Plaintiff  
24 because, in reality, the sale price that was advertised to Plaintiff and other consumers was routinely  
25 offered. 16 C.F.R. § 233.5 ("[Retailers] should not ... make a 'limited' offer which, in fact, is not  
26 limited.").

27 30. The effectiveness of Defendant's deceitful pricing scheme is supported by longstanding  
28 scholarly research. In the seminal article entitled *Comparative Price Advertising: Informative or*



1 *Deceptive?* (cited in *Hinojos v. Kohl's Corp.*, 718 F.3d 1098, 1106 (9th Cir. 2013)), Professors Dhruv  
 2 Grewal and Larry D. Compeau write that, “[b]y creating an impression of savings, the presence of a  
 3 higher reference price enhances subjects’ perceived value and willingness to buy the product.” Dhruv  
 4 Grewal & Larry D. Compeau, *Comparative Price Advertising: Informative or Deceptive?*, 11 J. PUB.  
 5 POL’Y & MKTG. 52, 55 (1992). Therefore, “empirical studies indicate that, as discount size increases,  
 6 consumers’ perceptions of value and their willingness to buy the product increase, while their intention  
 7 to search for a lower price decreases.” *Id.* at 56. For this reason, in *Hinojos*, the Ninth Circuit held that  
 8 a plaintiff making a claim of deceptive pricing (strikingly similar to the claim at issue here) had standing  
 9 to pursue his claim against the defendant retailer. In doing so, the Court observed that “[m]isinformation  
 10 about a product’s ‘normal’ price is . . . significant to many consumers in the same way as a false product  
 11 label would be.” *Hinojos*, 718 F.3d at 1106.

12 31. Professors Compeau and Grewal reached similar conclusions in a 2002 article: “decades  
 13 of research support the conclusion that advertised reference prices do indeed enhance consumers’  
 14 perceptions of the value of the deal.” Dhruv Grewal & Larry D. Compeau, *Comparative Price*  
 15 *Advertising: Believe It or Not*, 36 J. OF CONSUMER AFFAIRS 287 (2002). The professors also found that  
 16 “[c]onsumers are influenced by comparison prices even when the stated reference prices are implausibly  
 17 high.” *Id.*

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

24 33. Similarly, according to Professors Praveen K. Kopalle and Joan Lindsey-Mullikin,  
 25 “research has shown that retailer-supplied reference prices clearly enhance buyers’ perceptions of value”  
 26 and “have a significant impact on consumer purchasing decisions.” Praveen K. Kopalle & Joan Lindsey-  
 27 Mullikin, *The Impact of External Reference Price on Consumer Price Expectations*, 79 J. OF RETAILING  
 28 225 (2003).

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

35. The unmistakable inference to be drawn from the foregoing research and the Ninth Circuit’s opinion in *Hinojos* is that the deceptive advertising through the use of false reference pricing employed here by Defendant is intended to, and does in fact, influence customer behavior by artificially inflating customer perceptions of a given item’s value and causing customers to spend money that they otherwise would not have, purchase items they otherwise would not have, and/or spend more money for a product than they otherwise would have absent the deceptive advertising

36. Defendant had the opportunity to follow decades of significant industry guidance from the federal Government for its bargain advertising and comparative price advertising practices. Federal law regulates bargain advertising practices under the general false advertising statutes, 15 U.S.C. §§ 52 and 55, but the Code of Federal Regulations set forth guidelines issued by the Federal Trade Commission (“FTC”) that provide detailed descriptions, explanations of what types of advertising may be misleading, and guidance. 16 C.F.R. § 1.5 (“Industry guides are administrative interpretations of laws administered by the [Federal Trade] Commission for the guidance of the public in conducting its affairs in conformity with legal requirements.”).

37. For example, the FTC has provided written guidance on former price comparisons in relevant part, “One of the most commonly used forms of bargain advertising is to offer a reduction from the advertiser’s own former price for an article. If the former price is the actual, bona fide price at which the article was offered to the public ***on a regular basis for a reasonably substantial period of time***, it provides a legitimate basis for the advertising of a price comparison. Where the former price is genuine, the bargain being advertised is a true one. If, on the other hand, the former price being advertised is not bona fide but fictitious—for example, where ***an artificial, inflated price was established for the purpose***

1 *of enabling the subsequent offer of a large reduction—the “bargain” being advertised is a false one;*  
 2 *the purchaser is not receiving the unusual value he expects. In such a case, the “reduced” price is, in*  
 3 *reality, probably just the seller’s regular price.”* (16 C.F.R. § 233.1(a) (emphasis added).)

4 38. The FTC has also stated, “A former price is not necessarily fictitious merely because no  
 5 sales at the advertised price were made. The advertiser should be especially careful, however, in such a  
 6 case, that the price is one at which the product was openly and actively offered for sale, *for a reasonably*  
 7 *substantial period of time, in the recent, regular course of his business*, honestly and in good faith—  
 8 and, of course, *not for the purpose of establishing a fictitious higher price on which a deceptive*  
 9 *comparison might be based.”* (16 C.F.R. § 233.1(b) (emphasis added).)

10 39. The FTC has also stated in addressing the topic of retail price comparisons, “Whenever  
 11 an advertiser represents that he is selling below the prices being charged in his area for a particular  
 12 article, he should be reasonably certain that the higher price he advertises does not appreciably exceed  
 13 the price at which *substantial sales of the article are being made in the area*—that is, a sufficient  
 14 number of sales so that a consumer would consider a reduction from the price to represent a genuine  
 15 bargain or saving.” (16 C.F.R. § 233.2 (emphasis added).)

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

18 41. A legal remedy is not adequate if it is not as certain as an equitable remedy. The elements  
 19 of Plaintiff’s equitable claims are different and do not require the same showings as Plaintiff’s legal  
 20 claims. For example, Plaintiff’s claim under section 17501 (an equitable claim) is predicated on a  
 21 specific statutory provision, which prohibits advertising merchandise using a former price if that price  
 22 was not the prevailing market price within the statutory three-month period. (Cal. Bus. & Prof. Code §  
 23 17501.) Plaintiff may be able to prove these more straightforward factual elements, and thus prevail  
 24 under section 17501, while not being able to prove one or more elements of Plaintiff’s legal claim under  
 25 the Consumers Legal Remedies Act (“CLRA”), Cal. Civil Code § 1750 *et seq.*, seeking damages.

26 42. In addition, to obtain a full refund as damages, Plaintiff must show that the Product that  
 27 Plaintiff bought has essentially no market value. In contrast, Plaintiff can seek restitution without  
 28 making this showing. This is because Plaintiff purchased a Product that Plaintiff would not otherwise

1 have purchased, but for Defendant's representations. Obtaining a full refund at law is less certain than  
2 obtaining a refund in equity.

3 43. Finally, legal damages are inadequate to remedy the imminent threat of future harm that  
4 Plaintiff faces. Only an injunction can remedy this threat of future harm. Plaintiff would purchase either  
5 the Product or other products from Defendant again in the future if Plaintiff could feel sure that  
6 Defendant's regular prices accurately reflected Defendant's former prices and the market value of the  
7 products, and that its discounts were truthful. But, without an injunction, Plaintiff has no realistic way  
8 to know which—if any—of Defendant's regular prices, discounts, and sales are not false or deceptive.  
9 Thus, Plaintiff is unable to rely on Defendant's advertising in the future, and so Plaintiff cannot purchase  
10 products that Plaintiff would like to purchase.

11 44. Plaintiff seeks an injunction to end Defendant's policy or practice of using false and/or  
12 misleading reference pricing via strike-through pricing that does not contain appropriate disclaimers on  
13 the Website, for example, which is surely easily feasible. *Relente v. Viator, Inc.*, 2015 WL 2089178, at  
14 \*1 (N.D. Cal. May 4, 2015) (granting permanent injunction requiring that defendant include description  
15 of basis for strike-through price whenever it lists one on defendant's website or mobile app).

## 16 V. CLASS ACTION ALLEGATIONS

17 45. Plaintiff brings this action on behalf of all persons similarly situated, and seeks  
18 certification of the following class:

19 All persons who purchased one or more of Defendant's products from Defendant's Website  
20 while in California within the statute of limitations period at a purported discount from a higher  
21 reference price.

22 46. The above-described class of persons shall hereafter be referred to as the "Class."  
23 Excluded from the Class are any and all past or present officers, directors, or employees of Defendant,  
24 any judge who presides over this action, and any partner or employee of Class Counsel. Plaintiff  
25 reserves the right to expand, limit, modify, or amend this class definition, including the addition of one  
26 or more subclasses, in connection with his motion for class certification, or at any other time, based  
27 upon, *inter alia*, changing circumstances and/or new facts obtained during discovery.  
28

1           47.     **Numerosity.** The Class is so numerous that joinder of all members in one action is  
2 impracticable. The exact number and identities of the members of the Class is unknown to Plaintiff at  
3 this time and can only be ascertained through appropriate discovery, but Plaintiff is informed and  
4 believes, and thereon, alleges that there are at least 100 members of the Class.

5           48.     **Typicality.** Plaintiff's claims are typical of those of other members of the Class, all of  
6 whom have suffered similar harm due to Defendant's course of conduct as described in this Complaint.

7           49.     **Adequacy of Representation.** Plaintiff is an adequate representative of the Class and  
8 will fairly and adequately protect the interests of the Class. Plaintiff has retained attorneys who are  
9 experienced in the handling of complex litigation and class actions, and Plaintiff and Plaintiff's counsel  
10 intend to prosecute this action vigorously.

11           50.     **Predominance of Common Questions of Law or Fact.** Common questions of law and  
12 fact exist as to all members of the Class that predominate over any questions affecting only individual  
13 members of the Class. These common legal and factual questions, which do not vary among members  
14 of the Class, and which may be determined without reference to the individual circumstances of any  
15 member of the Class, include, but are not limited to, the following:

16           a)     Whether, during the Class Period, Defendant advertised false reference prices of its  
17 products offered on its Website.

18           b)     Whether, during the Class Period, Defendant advertised price discounts from false  
19 reference prices on products offered on its Website.

20           c)     Whether Defendant's deceptive pricing scheme using false reference prices constitutes  
21 false advertising in violation of the California False Advertising Law under Business &  
22 Professions Code § 17500 *et seq.*

23           c)     Whether Defendant's deceptive pricing scheme using false reference prices violate the  
24 CLRA under Civil Code § 1770.

25           51.     **Superiority.** A class action is superior to other available methods for the fair and  
26 efficient adjudication of this controversy because individual litigation of the claims of all members of  
27 the Class is impracticable.  
28

52. **Ascertainability.** Defendant keeps computerized records of its sales and customers through, among other things, databases storing customer orders, customer order histories, customer profiles, customer loyalty programs, and general marketing programs. Defendant has one or more databases through which a significant majority of members of the Class may be identified and ascertained, and they maintain contact information, including email addresses and home addresses (such as billing, mailing, and shipping addresses), through which notice of this action is capable of being disseminated in accordance with due process requirements.

## VI. **CAUSE OF ACTION**

### **FIRST CAUSE OF ACTION**

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

##### **Cal. Bus. & Prof. Code § 17500 *et seq.***

53. Plaintiff incorporates by reference the foregoing paragraphs as if set forth hereinafter.

54. Section 17500 of the California Business and Professions Code states in relevant part, “It is unlawful for any person, firm, corporation or association, or any employee thereof with ***intent directly or indirectly to dispose of*** real or ***personal property*** or to perform services, professional or otherwise, or anything of any nature whatsoever or ***to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated before the public in this state***, or to make or disseminate or cause to be made or disseminated from this state before the public in any state, in any newspaper or other publication, or ***any advertising device***, or by public outcry or proclamation, or ***in any other manner or means whatever, including over the Internet, any statement***, concerning that real or ***personal property*** or those services, professional or otherwise, or ***concerning any circumstance or matter of fact connected with the proposed performance or disposition thereof, which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading, or for any person, firm, or corporation to so make or disseminate or cause to be so made or disseminated any such statement as part of a plan or scheme with the intent not to sell that personal property*** or those services, professional or otherwise, ***so advertised at the price stated therein, or as so advertised.***” (Cal. Bus. & Prof. Code § 17500) (emphasis added).

55. Section 17501 of the Business and Professions Code provides in relevant part that “no price shall be advertised as a former price of any advertised thing, unless the alleged former price was the prevailing market price . . . within three months next immediately preceding the publication of the advertisement or unless the date when the alleged former price did prevail is clearly, exactly, and conspicuously stated in the advertisement.” (Cal Bus. & Prof. Code § 17501.)

56. By committing the acts alleged in this operative Complaint, Defendant has violated Business and Professions Code §§ 17500 *et seq.*

57. For example, here, Defendant does not ordinarily sell its products including, but not limited to, the Product at the advertised regular prices. And, the Product was not sold at the higher reference price in the pertinent statutory three-month period prior to Plaintiff’s purchase of the Product via the Website and Class members’ purchases of Defendant’s products via the Website.

58. As a direct and proximate result of Defendant’s misleading and false advertisements, Plaintiff and members of the Class have suffered injury in fact and have lost money.

## **SECOND CAUSE OF ACTION**

### **Violation of Consumers Legal Remedies Act**

#### **Cal. Civil Code § 1750 *et seq.***

59. Plaintiff incorporates by reference the foregoing paragraphs as if set forth hereinafter.

60. The CLRA prohibits certain “unfair methods of competition and unfair or deceptive acts or practices” in connection with the sale of goods or services to any consumer. (Cal. Civ. Code § 1770(a).)

61. The practices described herein, specifically Defendant’s advertising and sale of its products, were intended to result and did result in the sale of such products to the consuming public and violated and continues to violate: (i) section 1770(a)(9) of the Civil Code by “[a]dvertising goods . . . with intent not to sell them as advertised”; and (ii) section 1770(a)(13) of the Civil Code by “[m]aking false or misleading statements of fact concerning reasons for, existence of, or, amounts of, price reductions.”

62. Plaintiff is an individual who acquired, by purchase, the Product, which is a good, for personal, family, or household purposes.



1           63. Defendant deceived Plaintiff by advertising the price of the Product in a misleading  
2 manner contrary to California statutes including sections 17500 and 17501 of the Business and  
3 Professions Code.

4           64. Defendant made material misrepresentations to deceive Plaintiff and Class members.

5           65. In doing so, Defendant intentionally misrepresented and concealed material facts from  
6 Plaintiff and Class members. Said misrepresentations and concealment were done with the intention of  
7 deceiving Plaintiff and Class members, and depriving Plaintiff and Class members of their rights and  
8 money.

9           66. Defendant knew that the Product's advertising of its price on its Website was misleading  
10 and deceptive and the advertising of its other products on its Website was similarly misleading and  
11 deceptive.

12           67. Defendant's advertising of the Product was a material factor in Plaintiff's decision to  
13 purchase the Product. Based on Defendant's advertising of the Product, Plaintiff reasonably believed  
14 that the reference price of the Product purchased by Plaintiff was genuine. Had Plaintiff known the truth  
15 of the matter, *i.e.*, that the reference price of the Product was false or misleading, Plaintiff would not  
16 have purchased the Product.

17           68. Plaintiff and Class members have suffered injury in fact and have lost money as a result  
18 of Defendant's deceptive, unfair, and unlawful conduct.

19           69. Punitive damages are also sought herein based upon Defendant's deceptive conduct,  
20 which indicates that Defendant is guilty of oppression, fraud, or malice.

21           70. Prior to the commencement of this action, on April 25, 2025, Plaintiff sent a letter  
22 notifying Defendant of the particular wrongdoing that violates the CLRA and demanded that Defendant  
23 appropriately correct its advertising and/or provide another appropriate remedy of the violations to the  
24 putative Class of California consumers. Such notice expressly notified Defendant that it was "on behalf  
25 of a putative class of California consumers." Such notice requested that Defendant "(1) cease and desist  
26 from continued false reference pricing; and (2) refund the purchase price of all violative products sold  
27 during the class period." The notice was in writing and sent by certified mail, return receipt requested  
28 to Defendant at its mailing address in California.

71. More than 30 days have elapsed since Plaintiff sent such demand letter to Defendant, but Defendant failed to respond by either correcting its advertising and/or otherwise providing an appropriate remedy of the violations or offering to do so within a reasonable time to the entire putative Class.

72. In addition, Plaintiff filed the original Complaint in this action on May 30, 2025, which provided a specific description of Defendant's wrongdoing in violation of the CLRA and expressed Plaintiff's intention to plead a class action if Defendant did not take corrective action before the due date for filing a responsive pleading. (Compl. ¶ 24.) Service of process of the Summons and original Complaint in the instant action was effectuated such that Defendant's responsive pleading was due on July 16, 2025. More than 30 days has elapsed since Plaintiff filed and served such original Complaint upon Defendant, but Defendant failed to respond by correcting, repairing, replacing, or otherwise providing an appropriate remedy of the violations or offering to do so to the entire putative Class within a reasonable time.<sup>5</sup>

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff seeks judgment against Defendant as follows:

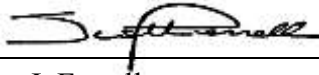
- a. For an order certifying that the action be maintained as a class action, that Plaintiff be designated as the class representative, and that undersigned counsel be designated as class counsel;
- b. For all available legal relief, equitable relief (including injunctive relief), and declaratory relief;
- c. For statutory damages;
- d. For punitive damages;
- e. For attorneys' fees and costs as allowed by law; and
- f. For any and all other relief at law or equity that may be appropriate.

---

<sup>5</sup> Multiple federal district court decisions recognizing the CLRA notice provided via an original complaint for purposes of pleading CLRA damages in an amended complaint. *Vizcarra v. Michaels Stores, Inc.*, 710 F. Supp. 3d 718, 730 (N.D. Cal. 2024) (initial complaint's allegations provided CLRA notice for purposes of amended complaint); *Prescott v. Bayer Healthcare LLC*, 2020 WL 4430958, at \*9 (N.D. Cal. July 31, 2020) (same).

1 Dated: July 25, 2025

PACIFIC TRIAL ATTORNEYS, APC

2  
3 By:   
4 Scott. J. Ferrell  
Attorneys for Plaintiff and the Putative Class

# EXHIBIT 1



**\$181.60** ~~\$227.00~~ **-20%**

Or, pay over time in interest-free installments with: **Apple Pay, Affirm, Klarna or Paypal.**



**Colors (4)** Black Iridium Polarized Lenses, Matte Black Frame

**Size:** One size fits all

**Fit** Regular - High Bridge Fit

[View Size Guide](#)

ADD TO BAG

In High Demand

[Product Info](#) [Find In Store](#) [Reviews](#)





Thinlink - Matte Black







Home • Shop Oakley Training Outfit & Active Sunglasses • Shop Oakley Training & Active Sunglasses • [Thinlink](#)

CODE: OO9316 11-63

SIZE: **L (134MM)**

A semi-rimless design with the widened view of rectangular lenses; this continuation of our popular Link series gives dimension to lightweight O Matter™ frame material to bridge the gap between style and performance

## FEATURES & TECHNOLOGY



### IMPACT PROTECTION

Oakley lenses are designed and tested under extreme high mass and high velocity circumstances to ensure uncompromising protection across a wide range of demanding conditions.



### BLACK IRIDIUM POLARIZED

LIGHT TRANSMISSION: **9%**

LIGHT CONDITIONS: **BRIGHT LIGHT**

BASE LENS COLOR: **GREY**

INFORMATION NOTICE: **3**



#### FRAME

FRAME COLOR: **MATTE BLACK**

**ADD ACCESSORIES**



**FIND IN STORE**



**Rated 4.3 / 5**



Based on 3 reviews



April 18

The shades are good. Light and comfortable. A hard shell case that I expected was not included with...

Manju Ariyaratne,

Verified, collected via Trustpilot



December 1

Nice fit, light and seems durable. Iridium polarized black is subtle, and versatile looking for any...

Peter Phu,

Verified, collected via Trustpilot



November 27

Great pair of polarized sunglasses for a great price! I enjoy wearing the sunglasses, they fit well...

Adam Peresich,

Verified, collected via Trustpilot



#### PICK UP IN SAME DAY

Shop online, same-day pickup at Oakley and Sunglass Hut stores, subject to product availability.

[LEARN MORE](#)



#### FREE SHIPPING

Free shipping on orders over \$50.

[LEARN MORE](#)



#### BOOK AN EYE EXAM

Schedule an in-person eye exam with an optometrist at one of our partner locations.

[LEARN MORE](#)

Our customers say **Great** 3.8 out of 5 based on 4,652 reviews Trustpilot

Join our MVP team and stay up to date:

\*Email Address

**SIGN UP**

Follow Us



#### We're Here To Help:

FAQ's

Chat with us

#### Support

Order Status

Returns & Exchanges

Product Care

Shipping & Delivery

#### Company Info

Contact Us

Affiliate Program

Bulk Orders and Gifting

Site Map

#### Premium Services

View All Services

Oakley Store Finder and Store Map

Book an Appointment

Online Eye Exam

Chat with us

Email us

Oakley Meta support: [customercare@oakley.com](mailto:customercare@oakley.com)

Order status

Shipping & returns policy

Shopping Support

Shipping & Returns Policy

Parts and Services

Size Chart

Insurance and Benefits

Purchase Care

HIPAA Notice

Performance AI Glasses FAQ

Site Map

Careers

-

Shop by

Sunglasses

Sport Sunglasses

Prescription Eyeglasses

Prescription Sunglasses

Snow Goggles

Custom

Oakley Meta HSTN Limited Edition

Special Offers

Book an Eye Exam

Find Your Perfect Frames

Black Friday

Cyber Monday

Better Cotton Initiative

Get Extra \$10 Off: Refer Friends

Gift Card

Buy a Gift Card

Check Balance

UNiDAYS

Student Perks

OAKLEY STANDARD ISSUE

Oakley For Military and First Responders

Terms & Conditions

Terms of Use

Privacy & Security

California Collection Notice

Consumer Health Data Privacy Policy

Report Counterfeits

Intellectual Property

User Generated Content

Do not sell my personal information

AdChoices

Cookie Policy

Financial Incentives Notice

Copyright ©2024 Oakley, Inc. All Rights Reserved.

WebID: 122 438 740

Other Group Sites

**Thinlink**  
Black Iridium Polarized Lenses, Matte Black Frame

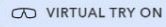
\$181.60

~~\$227.00~~

-20%

ADD TO BAG

# EXHIBIT 2



**\$181.60** ~~\$227.00~~ **-20%**



**Fit** Regular - High Bridge Fit



In High Demand

[Product Info](#) [Find In Store](#) [Reviews](#)









Home • Shop Oakley Training Outfit & Active Sunglasses • Shop Oakley Training & Active Sunglasses • [Thinlink](#)

CODE: OO9316 11-63

SIZE: **L (134MM)**

A semi-rimless design with the widened view of rectangular lenses; this continuation of our popular Link series gives dimension to lightweight O Matter™ frame material to bridge the gap between style and performance

## FEATURES & TECHNOLOGY



### IMPACT PROTECTION

Oakley lenses are designed and tested under extreme high mass and high velocity circumstances to ensure uncompromising protection across a wide range of demanding conditions.



### BLACK IRIDIUM POLARIZED

LIGHT TRANSMISSION: **9%**

LIGHT CONDITIONS: **BRIGHT LIGHT**

BASE LENS COLOR: **GREY**

INFORMATION NOTICE: **3**



### FRAME

FRAME COLOR: **MATTE BLACK**

## ADD ACCESSORIES



## FIND IN STORE



Rated 4.3 / 5



Based on 3 reviews



April 18

The shades are good. Light and comfortable. A hard shell case that I expected was not included with...

Manju Ariyaratne,



December 1

Nice fit, light and seems durable. Iridium polarized black is subtle, and versatile looking for any...

Peter Phu,



November 27

Great pair of polarized sunglasses for a great price! I enjoy wearing the sunglasses, they fit well...

Adam Peresich,

**Thinlink**

Black Iridium Polarized Lenses, Matte Black Frame

**\$181.60** ~~\$227.00~~ -20%

**ADD TO BAG**

# EXHIBIT 3

For shoppers For business

**Klarna**

Discover Klarna Shop Customer service

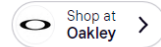


Sign in

Klarna / Clothing &amp; Accessories / Accessories / Sunglasses

**Oakley Thinlink 009316-1163**

Rectangle, Black Frames, Shock-Resistant, UV Protection, Polarized

Compare prices from ~~\$181.60~~ to **\$227.00** · Popularity 15821 in [Sunglasses](#)From 4 interest-free payments of \$45.40 with **Klarna** [Try flexible payments\\*](#)**Prices**

Price history

Product details

Features



Only in stock

Price incl. delivery

Pre-owned from **\$74.99**

Recommended ▾



Macy's

**Oakley Men's Polarized Sunglasses, 009316 Thinlink 63 - Black Mat...**

Free shipping, 1-3 days

**\$227.00** >

Or 4 interest-free payments of \$56.75\* ⓘ

Available pre-owned from **\$74.99**[Show 3 pre-owned products](#)

Oakley

**Oakley Men's Thinlink Sunglasses - Black**

Lowest price · Free shipping

**\$181.60** >

Or 4 interest-free payments of \$45.40\* ⓘ



Macy's

**Oakley Men's Polarized Sunglasses, 009316 Thinlink 63 - Black Mat...**

Free shipping, 1-3 days

**\$227.00** >

Or 4 interest-free payments of \$56.75\* ⓘ



Sunglass Hut

**Oakley Man Sunglass 009316 Thinlink - Frame color: Matte Black, L...**

Free shipping, 4-5 days

**\$227.00** >

Or 4 interest-free payments of \$56.75\* ⓘ



Framesdirect

**Oakley Thinlink Men's Sunglasses in Black (63-11-136)**

Free shipping, 4-7 days

**\$181.60** >

Or 4 interest-free payments of \$45.40\* ⓘ

Advertisement

**verizon****Get a FREE phone**


Plus, free overnight shipping. New line required.

**Learn More****Related products**

We have picked out a selection of products that might interest you.

[Show all](#)


Trending



Oakley Futurity Sun Polarized  
OO9482-0157

**\$194.00**


[Or 4 payments of \\$48.25\\*](#)



Oakley Fives Squared Polarized  
OO9238-06

**\$93.59**


[Or 4 payments of \\$35.75\\*](#)



Oakley Turbine Polarized  
OO9263-4163

**\$166.24**


[Or 4 payments of \\$43.74\\*](#)



Oakley TwoFace Polarized  
OO9189-30

**\$157.00**


[Or 4 payments of \\$39.25\\*](#)



Oakley Exchange Sun Polarized  
OO9483-0456

**\$198.00**

[Or 4 payments of \\$49.75\\*](#)




Oakley Manorburn Polarized  
OO9479-0956

**\$159.00**

[Or 4 payments of \\$39.75\\*](#)

Trending



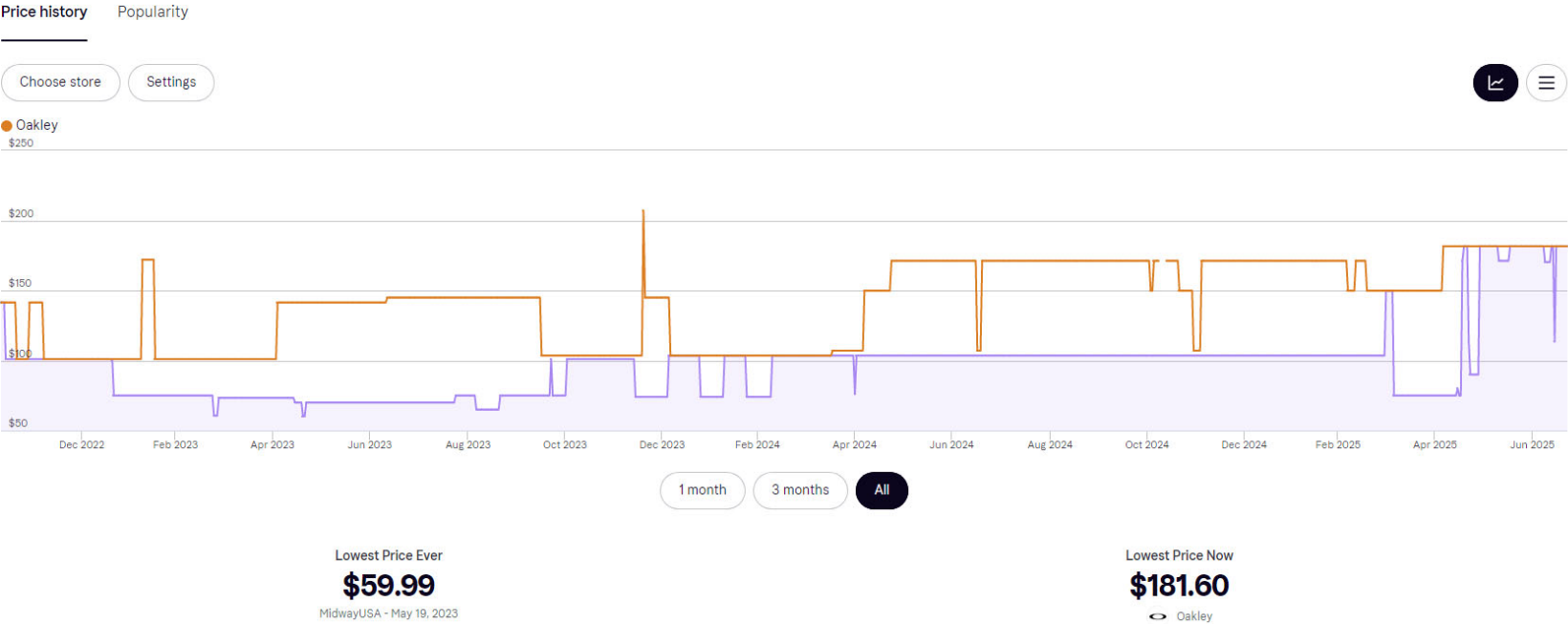
Oakley Holbrook Introspect Polarized  
OO9102 Y7

**\$187.00**

[Or 4 payments of \\$46.25\\*](#)

Price history and popularity

Is it a good time to buy? The price history graph shows the lowest price over time, excluding shipping costs. The popularity graph tracks the product's popularity within its category.



Product details

Lowest price for **Oakley Thinlink OO9316-1163** is **\$181.60**. This is currently the cheapest offer among 5 stores.

Compare:

- [Oakley Sunglasses](#)

Features

Product

Product name	Oakley Thinlink OO9316-1163
Brand	<a href="#">Oakley</a>

Additional Info

Created at Klarna	2022-11-11
-------------------	------------

Product Properties

Frame Material	Plastic
Frame Color	Black
Properties ⓘ	Polarized, Shock-Resistant, UV Protection
Frame Type ⓘ	Half Frame
Model	Rectangle
Lens Color	Gray

Feedback

The information above is provided by various external sources and should be used as a guide only.

Have you found anything off with this product? Please [report issues here](#).

**\*Pay in 4:** A higher initial payment may be required. CA resident loans made or arranged pursuant to a California Financing Law license. NMLS #1353190. **One-time card:** Service fee of \$1-\$3 applicable for one-time cards is assessed on your first payment depending on order amount and required at the time of purchase with payments due every 2 weeks for a total of 6 weeks. One-time card bi-weekly payments with a service fee to shop anywhere issued by WebBank. **Financing:** A \$1,000 purchase might cost \$173.53 per month over 6 months at 13.99% APR. Rate ranges from 0.00%-35.99% APR based on creditworthiness, term length, and subject to credit approval, resulting in, for example, 3 equal monthly payments of \$333.33 at 0.00% APR to \$353.52 at 35.99% APR per \$1,000 borrowed. Minimum purchase amount and down payment may be required. Estimation of monthly payment excludes potential tax and shipping costs. Monthly financing through Klarna issued by WebBank. All loans subject to credit approval. See [terms](#).



**PROOF OF SERVICE**  
**STATE OF CALIFORNIA, COUNTY OF ORANGE**

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 4100 Newport Place Drive, Suite 800, Newport Beach, CA 92660.

On August 25, 2025, I served the foregoing document described as **FIRST AMENDED CLASS ACTION COMPLAINT FOR: (1) VIOLATION OF CAL. BUS. & PROF. CODE § 17500 ET SEQ.; AND (2) CONSUMERS LEGAL REMEDIES ACT, CAL. CIVIL CODE § 1750 ET SEQ.** on the following person(s) in the manner indicated:

**SEE ATTACHED SERVICE LIST**

☐ (BY MAIL) I am familiar with the practice of Pacific Trial Attorneys for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business. On this date, a copy of said document was placed in a sealed envelope, with postage fully prepaid, addressed as set forth herein, and such envelope was placed for collection and mailing at Pacific Trial Attorneys, Newport Beach, California, following ordinary business practices.


☐ (BY FEDERAL EXPRESS OVERNIGHT) I am familiar with the practice of Pacific Trial Attorneys for collection and processing of correspondence for delivery by overnight courier. Correspondence so collected and processed is deposited in a box or other facility regularly maintained by Federal Express that same day in the ordinary course of business. On this date, a copy of said document was placed in a sealed envelope designated by Federal Express with delivery fees paid or provided for, addressed as set forth herein, and such envelope was placed for delivery by Federal Express at Pacific Trial Attorneys, Newport Beach, California, following ordinary business practices.

☐ (BY HAND DELIVERY) I am familiar with the practice of Pacific Trial Attorneys for collection and processing of correspondence for hand delivery by courier. I caused such document to be delivered by hand to the addressee(s) designated.

☒ (BY ELECTRONIC SERVICE) I am causing the document(s) to be served by email or electronic transmission via USA Legal sent on the date shown below to the email addresses of the persons listed in the attached service list.

☐ (BY CASE ANYWHERE) I submitted an electronic version of the document(s) to Case Anywhere through the upload feature at [www.caseanywhere.com](http://www.caseanywhere.com).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on August 25, 2025, at Newport Beach, California.

  
Mandy K. Jung

**SERVICE LIST**

Ana Tagvoryan, Esq. Attorneys for Defendant  
Alycia S. Tulloch, Esq. LUXOTTICA OF AMERICA INC.  
Blank Rome LLP  
2029 Century Park East, 6th Floor  
Los Angeles, CA 90067  
Email: Ana.Tagvoryan@blankrome.com  
Email: Alycia.Tulloch@blankrome.com