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6 *and the Proposed Class*

7
8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA
10

11 JOANNE CATTANI,
12 for herself,
13 as a private attorney general,
14 and on behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 ELITE ERA LLC and
18 SEAL SKIN COVER LLC,

19 Defendants.

20 Case No. **'25CV3581 BAS KSC**

21 **CLASS ACTION**

22 **COMPLAINT FOR:**

23 **(1) VIOLATION OF CAL. CIVIL CODE
§ 1750 *et seq.***
24 **(2) VIOLATION OF CAL. BUSINESS &
PROFESSIONS CODE § 17500 *et seq.***
25 **(3) VIOLATION OF CAL. BUSINESS &
PROFESSIONS CODE § 17200 *et seq.***

26 **JURY TRIAL DEMANDED**

1 Plaintiff Joanne Cattani, individually, as a private attorney general, and on behalf of all
 2 others similarly situated, alleges as follows, on personal knowledge and the investigation of her
 3 counsel, against Defendants ELITE ERA LLC and Seal Skin Cover LLC (collectively, “Seal
 4 Skin” or “Defendants”):

5 **I. INTRODUCTION AND SUMMARY**

6 1. Seal Skin operates the sealskincovers.com website where it advertises, markets,
 7 and sells Seal Skin-branded vehicle covers, e.g., car covers, boat covers, and motorbike covers
 8 (the “Products”)¹ directly to consumers throughout California and the United States. All or
 9 nearly all of the Products offered on Seal Skin’s website are manufactured by Seal Skin.

10 2. For years, Seal Skin has engaged in a massive and consistent false discount
 11 advertising scheme on its website. Specifically, Seal Skin advertises perpetual discounts and
 12 percentage-off savings on virtually all of its Products. Seal Skin’s discounts typically range
 13 from 40% to 50% off of Seal Skin’s advertised strikethrough reference prices for the Products.
 14 Seal Skin represents these reference prices to be the regular and normal prices of the Products,
 15 from which the advertised discounts are calculated.

16 3. Seal Skin’s advertised discounts and reference prices for its Products are false
 17 because Seal Skin advertises perpetual discounts on the Products and never or almost never
 18 offers the Products at their advertised reference price.

19 4. Seal Skin also advertises false limited-time discounts for its products to induce
 20 consumers to purchase the products immediately before they supposedly return to the
 21 (fictitious) reference price.

22 5. Seal Skin’s false discount advertising is so pervasive across all of its products
 23 and all of its advertising that it is apparent that the heart of Seal Skin’s marketing plan is to
 24 deceive the public.

25 6. Seal Skin’s intent is to trick consumers into believing that its Products are worth,
 26 and have a market value equal to, the inflated reference price, and that the lower advertised sale

27 28 ¹ Seal Skin also sells non-vehicle covers, such as covers for patio furniture and grills.
 These non-vehicle covers are not included in the definition of “Products”.

1 price represents a special bargain. Seal Skin perpetrates this illegal scheme in order to induce
 2 consumers to purchase its Products and to charge more for its Products than it otherwise could
 3 have charged.

4 7. Seal Skin's false discount advertising harms consumers like Plaintiff by causing
 5 them to pay more than they otherwise would have paid and to buy Products that they otherwise
 6 would not have bought. *See Hinojos v. Kohl's Corp.*, 718 F.3d 1098, 1107 (9th Cir. 2013)
 7 ("[W]hen a consumer purchases merchandise on the basis of false price information, and when
 8 the consumer alleges that he would not have made the purchase but for the misrepresentation,
 9 he has standing to sue under the UCL and FAL because he has suffered an economic injury.").

10 8. Customers do not enjoy the actual discounts Seal Skin promises them, and the
 11 Products are not in fact worth the amount that Seal Skin represents to them. Seal Skin's
 12 deceptive pricing scheme also artificially increases the demand for its Products and causes all
 13 customers, including Plaintiff and Class members, to pay price premiums to Seal Skin.

14 9. Seal Skin's false discount advertising violates California's Consumers Legal
 15 Remedies Act (CLRA), California Civil Code § 1750 *et seq.*; False Advertising Law (FAL),
 16 California Business & Professions Code § 17500 *et seq.*; and Unfair Competition Law (UCL),
 17 California Business & Professions Code § 17200 *et seq.*, in numerous ways, as detailed in this
 18 Complaint.

19 10. Plaintiff brings this lawsuit individually and on behalf of a class of California
 20 consumers who purchased from the Seal Skin website one or more Products advertised with a
 21 discount. Plaintiff seeks restitution and/or disgorgement for herself and for each of the Class
 22 members. Additionally, Plaintiff, acting as a private attorney general, seeks public injunctive
 23 relief to protect the general public by enjoining Seal Skin from engaging in the unlawful false
 24 advertising scheme alleged herein.

25 **II. THE PARTIES**

26 11. Plaintiff Joanne Cattani is a citizen and resident of the city of La Mesa, in San
 27 Diego County, California, and is an unsophisticated consumer party.

1 12. Defendant ELITE ERA LLC is a limited liability company with its principal
 2 place of business at 281 Fields Lane # 1, Brewster, NY 10509. In the LLC Registration form
 3 that ELITE ERA LLC filed with the State of California on June 17, 2025, ELITE ERA LLC
 4 stated that its “California Alternate Name” was Seal Skin Cover LLC.

5 13. Defendant Seal Skin Cover LLC is a limited liability company with its principal
 6 place of business at 281 Fields Lane # 1, Brewster, NY 10509. Seal Skin Cover LLC owns and
 7 operates the Seal Skin Covers website, sealskincovers.com.

8 14. In this Complaint, ELITE ERA LLC and Seal Skin Cover LLC are collectively
 9 referred to as “Seal Skin” or “Defendants.”²

10 **III. JURISDICTION AND VENUE**

11 15. **Subject Matter Jurisdiction.** The Court has subject matter jurisdiction over
 12 this civil action in that Plaintiffs bring claims exclusively under California law, including the
 13 Consumers Legal Remedies Act, California Civil Code § 1750 *et seq.*; the False Advertising
 14 Law, California Business & Professions Code § 17500 *et seq.*; and the Unfair Competition
 15 Law, California Business & Professions Code § 17200 *et seq.*

16 16. **Personal Jurisdiction.** This Court has personal jurisdiction over each
 17 Defendant because, without limitation: (1) each Defendant is authorized to do business and
 18 regularly conducts business in California; (2) the claims alleged herein took place in California;
 19 and/or (3) each Defendant has committed tortious acts within California (as alleged, without
 20 limitation, throughout this Complaint). Each Defendant has sufficient minimum contacts with
 21 California to render the exercise of jurisdiction by this Court permissible.

22 17. **Venue.** Venue is proper pursuant to 28 U.S.C. §1331 because Plaintiff is a
 23 California citizen who resides in this District. Plaintiff also made her purchase in this District.

27 28

 2 In the event that discovery reveals that the Seal Skin brand and assets have a different
 ownership or management structure, Plaintiff will seek leave to file an amended pleading that
 conforms to proof.

1 18. Venue is proper under Cal. Civil Code § 1780(d) because a substantial portion
 2 of the transactions at issue occurred in San Diego County. Plaintiff's declaration establishing
 3 that this Court is a proper venue for this action is attached as **Exhibit A**.

4 **IV. SEAL SKIN'S FALSE DISCOUNT ADVERTISING SCHEME**

5 19. Seal Skin owns and operates the website sealskincovers.com, where it
 6 advertises, markets, and sells Seal Skin-branded vehicle covers, e.g., car covers, boat covers,
 7 motorbike covers, etc., (the "Products")³ directly to consumers throughout California and the
 8 United States. All or nearly all of the Products offered on Seal Skin's website are manufactured
 9 by Seal Skin.

10 20. For years, Seal Skin has engaged in a massive and consistent false discount
 11 advertising scheme on its website. Specifically, Seal Skin advertised, and continues to
 12 advertise, perpetual discounts on virtually all of its Products. Seal Skin's discounts typically
 13 range from 40% to 50% off. These discounts are taken from Seal Skin's advertised
 14 strikethrough reference prices for its products. Seal Skin represents these reference prices to be
 15 the regular and normal prices of the Products. However, unbeknownst to its customers, Seal
 16 Skin's discounts are never-ending, and the Products are never offered at the supposed regular
 17 price. Seal Skin perpetrates this illegal scheme in order to induce consumers to purchase its
 18 Products and to increase the amount it can charge for its Products.

19 21. Seal Skin aggressively advertises the discounts on its website in several ways.

20 22. On its product list pages, Seal Skin advertises the discounts by advertising a
 21 strikethrough regular price (e.g., ~~\$369.99~~) next to a lower discounted price in bold orange text
 22 (e.g., **\$179.99**). See the screenshots below.

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 24
 25
 26
 27

 28 ³ Seal Skin also sells non-vehicle covers, such as covers for patio furniture and grills.
 These non-vehicle covers are not included in the definition of "Products".

1 Product List Page Showing Seal Skin Car Covers — 7/30/2025
2

SEAL SKIN SUPREME CAR COVERS
2020 BMW 320i ALL MODELS
★★★★★

Seal Skin Supreme is the most powerful cover available designed with SEAL-TEC technology and backed by a lifetime warranty. It's 100% waterproof, durable and provides excellent protection against rain, sun, snow & hail. SEAL-TEC fabrics promote superior air...

\$179.99 \$369.99
FREE SHIPPING
- 1 +
[ADD TO CART](#)
[PRODUCT DETAILS >](#)



SEAL SKIN ELITE CAR COVERS
2020 BMW 320i ALL MODELS
★★★★★

Seal Skin Elite is a top-tier cover designed for ultimate Car protection at an exceptional value and backed by a 10-year warranty. Made from 100% polyester, it's durable and waterproof and provides excellent defense against rain, sun, snow, and other harsh...

\$159.99 \$349.99
FREE SHIPPING
- 1 +
[ADD TO CART](#)
[PRODUCT DETAILS >](#)



15 Product List Page Showing Seal Skin Boat Covers — 7/31/2025
16

SEAL SKIN SUPREME BOAT COVERS
BAY STYLE FISHING BOAT UP TO 21' 6" LONG AND 96" WIDE
★★★★★

Seal Skin Supreme is the most powerful cover available. Designed with SEAL-TEC it's backed by a lifetime warranty. It's waterproof, durable and provides excellent protection against rain, sun, snow & hail. SEAL-TEC fabrics promote superior air circulation...

\$289.00 \$550.00
FREE SHIPPING
- 1 +
[ADD TO CART](#)
[PRODUCT DETAILS >](#)



SEAL SKIN ELITE BOAT COVERS
BAY STYLE FISHING BOAT UP TO 21' 6" LONG AND 96" WIDE
★★★★★

Seal Skin Elite boat covers offer amazing protection at a great price. The high grade polypropylene fabric provides an excellent defense against mother nature's harsh elements. The cover is water resistant, tough, durable and backed by a 5 year warranty....

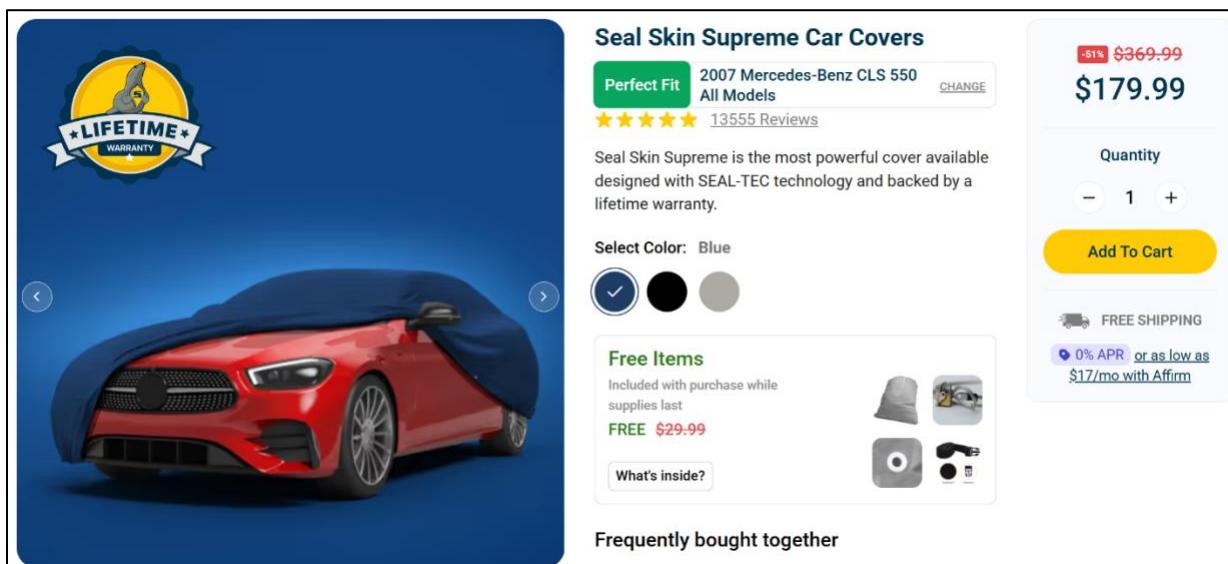
\$249.00 \$470.00
FREE SHIPPING
- 1 +
[ADD TO CART](#)
[PRODUCT DETAILS >](#)



23. On its individual product pages, Seal Skin advertises the discounts by advertising a strikethrough regular price in bold red text and a percentage-off discount (e.g., “~~51% \$369.99~~”) next to a lower discounted price. See the screenshots below.

Product Page of Seal Skin Supreme Car Cover

7/30/2025



Product Page of Seal Skin Supreme Boat Cover

7/30/2025



1 24. Seal Skin intends that consumers interpret and understand the strikethrough
 2 reference prices to stand for Seal Skin's regular selling prices for those Products. Seal Skin
 3 intends that consumers understand the reference price to reflect Seal Skin's regular former
 4 price for the Product. Seal Skin intends that consumers understand the reference price to
 5 represent the value of the Product. Seal Skin intends that consumers understand and believe
 6 that by purchasing the Product that day, consumers will enjoy an unusual and special bargain—
 7 specifically, that consumers will enjoy the advertised dollars-off and percentage-off savings
 8 from the Product's regular price.

9 25. Plaintiffs' counsel's investigation has revealed that Seal Skin advertises
 10 perpetual discounts on virtually all of its Products.

11 26. Additionally, at the top of every list page and product page for the Products,
 12 there is a large banner advertising a "50% OFF SALE." This banner has been at the top of these
 13 pages every single day since at least August 2020, with only the style of the banner slightly
 14 changing over the years. See screenshots below.

15
 16 **Top of Product List Page for Car Covers – 8/10/2020**



21
 22 **Top of Product List Page for Car Covers – 9/20/2024**



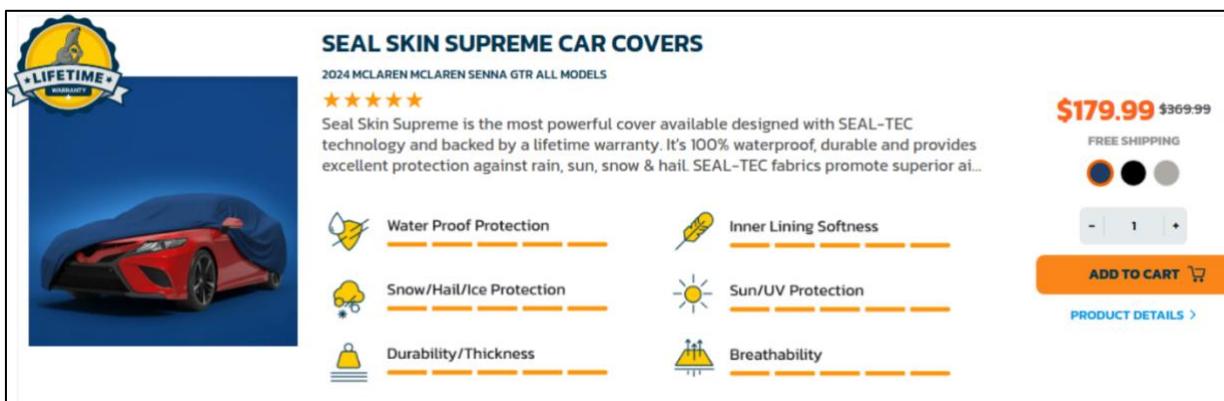
27. In fact, the “50% Off” sale language is so permanent that Seal Skin hard-coded it into the title meta tags of the car covers webpages: “content=‘Car Covers for Sale – 50% Off, Lifetime Warranty.’” That way, Seal Skin ensures that the “50% Off” language will be permanently and prominently displayed in search results on Google and on social media platforms. For example, below is the Google search result listing for the Seal Skin car covers page, parroting the hard-coded title meta tag “Car Covers for Sale – 50% Off, Lifetime Warranty.”

Google Search Listing for Seal Skin Car Covers – 7/30/2025

-  Sealskin Covers
<https://sealskincovers.com> › pages › car-covers ⋮

28. Plaintiff's counsel's investigation has revealed that Seal Skin advertises perpetual discounts on all of its Products. For example, below is a screenshot of a Seal Skin Supreme Car Cover for a McLaren taken on July 23, 2025, with an advertised strikethrough reference price of \$369.99, purportedly on sale for **\$179.99**.

Seal Skin Website – 7/23/2025



29. However, these sale advertisements were false. Based on Plaintiff's counsel's investigation, the \$369.99 advertised reference price was not Seal Skin's regular selling price for the car cover. In fact, Seal Skin never previously sold the car cover at the advertised reference price of \$369.99 (and certainly not within the last 90 days). Seal Skin always offered and sold the car cover at a much lower price, typically between \$169.99 and \$179.99. (Based on Plaintiff's counsel's investigation, Seal Skin has offered its Seal Skin Supreme Car Covers for \$169.99 every single day since October 2022, up through May 8, 2025. On May 9, 2025, Seal Skin increased the selling price of its Seal Skin Supreme Car Covers to \$179.99, which is its current selling price.)

30. Seal Skin's false discount advertising of the car cover described above is typical and representative of the false discount advertising Seal Skin perpetrates on its website for all of its "discounted" Products.

1 **V. PLAINTIFF'S ALLEGATIONS ARE BASED ON HER COUNSEL'S**
2 **INVESTIGATION INTO SEAL SKIN'S PRACTICES**

3 31. Plaintiff's allegations concerning Seal Skin's false discount advertising scheme
4 are based on Plaintiff's counsel's comprehensive investigation of the Seal Skin website using
5 counsel's proprietary web scraping software, and also on counsel's investigation of archived
6 Seal Skin webpages on the Internet Archive's Wayback Machine (available at
7 www.archive.org).⁴

8 32. Plaintiff's counsel has been monitoring and scraping the Seal Skin website on an
9 automated daily basis with a proprietary software program since June 21, 2025. Counsel's
10 investigation and data shows that Seal Skin advertises perpetual discounts for nearly all of its
11 Products, typically ranging from 40% to 55% off every Product.

12 33. The stated percentage-off discounts are always false, and Seal Skin's list prices
13 to which the discounts are applied are false and inflated. In fact, for every single Product that
14 Seal Skin advertises with a discount, Seal Skin has never—not even for a single day—offered
15 the Product at the list price without a discount.

16 34. Additionally, counsel examined over one hundred archived screenshots of the
17 Seal Skin website on the Internet Archive's Wayback Machine going back to August 2020. In
18 every single screenshot that Plaintiff's counsel examined, every Product shown was displayed
19 with a discount. Based on this investigation, counsel determined that Seal Skin's false discount
20 advertising scheme has been going since at least August 2020.

21 35. Based on information and belief, Seal Skin has been engaging in false discount
22 advertising since long before August 2020. Unfortunately, the Wayback Machine has virtually
23 no screenshots of the Seal Skin website for a two-year period prior to August 2020. However,
24 the available screenshots of the Seal Skin website in 2017 and 2018 show the same “50% OFF
25 SALE” banner that Seal Skin has continuously advertised on its website for the last four years.

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27

28 ⁴ The Internet Archive is an internet library that archives webpages. For more information, see <https://archive.org/about/>.

1 36. Plaintiff's investigation into Seal Skin's false discount advertising scheme is as
2 thorough as possible under the circumstances. Thus, Plaintiff's allegations which are based on
3 information and belief are permissible. "Without an opportunity to conduct any discovery,
4 [Plaintiff] cannot reasonably be expected to have detailed personal knowledge of [Seal Skin's]
5 internal pricing policies or procedures." *Rubenstein v. Neiman Marcus Grp. LLC*, 687 F. App'x
6 564, 568 (9th Cir. 2017). "Because [Plaintiff] need not specifically plead facts to which she
7 cannot 'reasonably be expected to have access,' her allegations regarding the fictitious nature
8 of the [reference] prices may properly be based on personal information and belief at [the
9 pleading] stage of the litigation." *Id.* Here, Plaintiff's allegations are based not only on
10 information and belief, but also on a comprehensive investigation of Seal Skin's historical
11 website advertising which was as thorough as possible under the circumstances.

12 **VI. SEAL SKIN'S FALSE DISCOUNT ADVERTISING SCHEME HARMS**
13 **CONSUMERS AND VIOLATES CALIFORNIA LAW**

14 37. Seal Skin perpetrates this false discount advertising scheme because it works—
15 lying about discounts increases demand and increases Seal Skin's revenues and profits.

16 38. Indeed, decades of academic research has established that the use of reference
17 prices and discount advertising like that utilized by Seal Skin materially impacts consumers'
18 behavior and induces them to purchase the "discounted" Products. A reference price (e.g., the
19 strikethrough price advertised by Seal Skin from which the advertised discounts and savings
20 are calculated) affects a consumer's perception of the value of the transaction, the consumer's
21 willingness to make the purchase, and the amount of money the consumer is willing to pay for
22 the product.⁵

23

24 ⁵ See, e.g., Richard Staelin, Joel E. Urbany & Donald Ngwe, *Competition and the*
25 *Regulation of Fictitious Pricing*, 87 J. of Mktg. 826 (2023); Mark Armstrong & Yongmin
26 Chen, *Discount Pricing*, 58 Econ. Inquiry 1614 (2020); Rajesh Chandrashekaran & Dhruv
27 Grewal, *Assimilation of Advertised Reference Prices: The Moderating Role of Involvement*, 79
28 J. Retailing 53 (2003); Pilsik Choi & Keith S. Coulter, *It's Not All Relative: The Effects of*
Mental and Physical Positioning of Comparative Prices on Absolute Versus Relative Discount
Assessment, 88 J. Retailing 512 (2012); Larry D. Compeau & Dhruv Grewal, *Comparative*
Price Advertising: An Integrative Review, 17 J. Pub. Pol'y & Mktg. 257 (1998); Larry D.
Compeau, Dhruv Grewal & Rajesh Chandrashekaran, *Comparative Price Advertising: Believe*
It or Not, 36 J. Consumer Aff. 284 (2002); David Friedman, *Reconsidering Fictitious Pricing*,

1 39. When a reference price and corresponding discount is bona fide and truthful, it
2 may help consumers in making informed purchasing decisions. In contrast, consumers are
3 harmed when retailers, such as Seal Skin, advertise their Products with inflated false reference
4 prices. The false reference prices deceive consumers, deprive consumers of a fair opportunity
5 to accurately evaluate the offer, and result in purchasing decisions based on false pretenses.

6 40. As a direct and proximate result of Seal Skin's false reference prices and false
7 discounts, Plaintiff and Class members were harmed and lost money or property.

8 41. First, Plaintiff and Class members were harmed because they would not have
9 purchased the Products at the prices they paid had they known that the discounts were fake and
10 that the Products had not in fact been regularly offered at the higher reference price. *See*
11 *Hinojos v. Kohl's Corp.*, 718 F.3d 1098, 1107 (9th Cir. 2013) ("[W]hen a consumer purchases
12 merchandise on the basis of false price information, and when the consumer alleges that he
13 would not have made the purchase but for the misrepresentation, he has standing to sue under
14 the UCL and FAL because he has suffered an economic injury.").

15 42. Consumers who are presented with discounts are substantially more likely to
16 make the purchase. "Nearly all consumers (94%) search for a deal or offer when shopping
17 online," "81% of [consumers] say finding a great offer or discount is on their mind throughout
18 the entire purchase journey," and "two-thirds of consumers have made a purchase they weren't
19 originally planning to make solely based on finding a coupon or discount." RetailMeNot
20

21 100 Minn. L. Rev. 921 (2016); Dhruv Grewal & Larry D. Compeau, *Consumer Responses to*
22 *Price and its Contextual Information Cues: A Synthesis of Past Research, a Conceptual*
23 *Framework, and Avenues for Further Research*, in 3 Rev. of Mktg. Res. 109 (Naresh K.
24 Malhotra ed., 2007); Daniel J. Howard & Roger A. Kerin, *Broadening the Scope of Reference*
25 *Price Advertising Research: A Field Study of Consumer Shopping Involvement*, 70 J. Mktg. 185
26 (2006); Aradhna Krishna, Richard Briesch, Donald R. Lehmann & Hong Yuan, *A Meta-*
27 *Analysis of the Impact of Price Presentation on Perceived Savings*, 78 J. Retailing 101 (2002);
28 Balaji C. Krishnan, Sujay Dutta & Subhash Jha, *Effectiveness of Exaggerated Advertised*
Reference Prices: The Role of Decision Time Pressure, 89 J. Retailing 105 (2013); Gorkan
Ahmetoglu, Adrian Furnham, & Patrick Fagan, *Pricing Practices: A Critical Review of their*
Effects on Consumer Perceptions and Behavior, 21 J. of Retailing & Consumer Servs. 696
(2014); Bruce L. Alford & Abhijit Biswas, *The Effects of Discount Level, Price Consciousness*
and Sale Proneness on Consumers' Price Perception and Behavioral Intention, 55 J. Bus. Res.
775 (2002); and Tridib Mazumdar, S. P. Raj & Indrahit Sinha, *Reference Price Research: Review and Propositions*, 69 J. Mktg. 84 (2005).

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

3 43. Second, Plaintiff and Class members were harmed because they did not receive
4 the benefits of their bargain. Plaintiff and Class members did not enjoy the actual discounts
5 Seal Skin represented and promised to them. Plaintiff and Class members did not receive
6 Products that were worth the inflated amount that Seal Skin represented to them; the Products
7 did not regularly sell for, and did not have a market value of, the fictitious reference price
8 advertised by Seal Skin.

9 44. Third, Plaintiff and Class members were harmed because they paid a price
10 premium due to illegitimately inflated demand resulting from Seal Skin's deceptive pricing
11 scheme. Seal Skin's false discount advertising scheme artificially increases consumer demand
12 for Seal Skin's Products, which shifts the demand curve and allows Seal Skin to charge more
13 for its Products than it otherwise could have charged (i.e., a price premium) absent the
14 misrepresentations.

15 45. Seal Skin's false advertising scheme enabled Seal Skin to charge everyone more
16 for all of its Products by artificially stimulating demand based on false pretenses. *See, e.g.*,
17 Richard Staelin, Joel E. Urbany & Donald Ngwe, *Competition and the Regulation of Fictitious*
18 *Pricing*, 87 J. of Mktg. 826, 836 (2023) (observing that "numerous empirical studies on the
19 effects of promotions" have shown that promotions cause an "outward shift" in the demand
20 curve (i.e., a price premium), which can be "substantial"). Without the misrepresentations, Seal
21 Skin would have had to charge less for its Products in order to enjoy the same level of demand.

22 46. In addition to harming consumers, the practice of employing false reference
23 prices and false discounts also negatively affects the integrity of competition in retail markets.
24 A retailer's use of false reference prices constitutes an unfair method of competition and harms
25 honest competitors that sell the same or similar Products, or otherwise compete in the same
26 market, using valid and accurate reference prices and true "sales." Businesses who play by the
27 rules—and the investors in those businesses—are penalized if the unlawful advertising
28 practices of their competitors go unchecked.

1 47. Federal and state courts have articulated the abuses that flow from false discount
2 advertising practices. For example, the Ninth Circuit explained: “Most consumers have, at
3 some point, purchased merchandise that was marketed as being ‘on sale’ because the proffered
4 discount seemed too good to pass up. Retailers, well aware of consumers’ susceptibility to a
5 bargain, therefore have an incentive to lie to their customers by falsely claiming that their
6 Products have previously sold at a far higher ‘original’ price in order to induce customers to
7 purchase merchandise at a purportedly marked-down ‘sale’ price.” *Hinojos v. Kohl’s Corp.*,
8 718 F.3d 1098, 1101 (9th Cir. 2013).

9 48. The California Court of Appeal has likewise recognized the importance of
10 California’s false discount advertising statutes in protecting consumers: “Our Legislature has
11 adopted multiple statutes that specifically prohibit the use of deceptive former price
12 information and misleading statements regarding the amount of a price reduction. ... These
13 statutes make clear that ... our Legislature has concluded ‘reasonable people can and do attach
14 importance to [a product’s reference price] in their purchasing decisions.’” *Hansen v.*
15 *Newegg.com Americas, Inc.*, 25 Cal. App. 5th 714, 730 (2018) (quoting *Kwikset Corp. v.*
16 *Superior Ct.*, 51 Cal. 4th 310, 333 (2011)).

17 49. California law prohibits false reference pricing practices such as those
18 perpetrated by Seal Skin.

19 50. California’s Consumers Legal Remedies Act (CLRA) prohibits “advertising
20 goods or services with the intent not to sell them as advertised,” and specifically prohibits
21 “[m]aking false or misleading statements of fact concerning reasons for, existence of, or
22 amounts of, price reductions.” Cal. Civ. Code § 1770(a)(9), (13).

23 51. California’s False Advertising Law (FAL) prohibits businesses from making
24 statements they know or should know to be untrue or misleading. Cal. Bus. & Prof. Code
25 § 17500. This includes statements falsely indicating that a product is on sale, when it actually is
26 not. Moreover, the FAL specifically provides that “[n]o price shall be advertised as a former
27 price ... unless the alleged former price was the prevailing market price ... within three months
28 next immediately preceding [the advertisement] or unless the date when the alleged former

1 price did prevail is clearly, exactly and conspicuously stated in the advertisement.” Cal. Bus. &
2 Prof. Code § 17501.

3 52. Finally, California’s Unfair Competition Law broadly bans all unlawful, unfair,
4 and deceptive business practices. Cal. Bus. & Prof. Code § 17200.

5 53. In addition, the Federal Trade Commission’s regulations prohibit false or
6 misleading “former price comparisons.” 16 C.F.R § 233.1. For example, an advertised former
7 price is false when it is “an artificial, inflated price [that] was established for the purpose of
8 enabling the subsequent offer of a large reduction—the ‘bargain’ being advertised is a false
9 one; the purchaser is not receiving the unusual value he expects.” 16 C.F.R § 233.1(a).

10 54. A UCL claim may be predicated on a violation of the Federal Trade
11 Commission’s regulations under the UCL’s “unlawful” prong. *Rubenstein v. Neiman Marcus*
12 *Grp. LLC*, 687 F. App’x 564, 567 (9th Cir. 2017).

13 55. As alleged in detail above, Seal Skin’s advertised reference prices and discounts
14 violate California law because, based on the investigation of Plaintiff’s counsel, Seal Skin’s
15 advertised reference prices are inflated and fictitious, and Seal Skin’s advertised percentage-off
16 discounts are false. Seal Skin advertises perpetual discounts on its Products, and thus rarely, if
17 ever, offers its Products at their advertised reference price.

18 56. Additionally, because Seal Skin advertises perpetual discounts of between 40%
19 to 50% off, its advertised former prices were not the prevailing market price in the three
20 months immediately preceding the advertisement. This is true for the Products sold exclusively
21 on the Seal Skin website because Seal Skin’s own actual selling prices determine the prevailing
22 market price. *People v. Superior Ct. (J.C. Penney Corp.)*, 34 Cal. App. 5th 376, 409 (2019).
23 This is also true for any Products that were also sold elsewhere “because in competitive
24 markets, the actual prices offered by vendors selling the same item tend to converge on the
25 market price.” *Id.* at 416–17.

26 57. Because Seal Skin’s advertised former prices are consistently significantly
27 higher than its actual former prices for the Products, the only reasonable inference is that those
28 advertised prices were not the prevailing market prices during the requisite three-month

1 period. *See id.* at 417; *see also Phillips v. Brooklyn Bedding LLC*, 2024 WL 2830663, at *5
2 (N.D. Cal. Mar. 28, 2024) (“[Plaintiff] need not identify the prices charged by other retailers to
3 plausibly allege that the strikethrough prices were not the prevailing market prices. Instead, the
4 Court can reasonably infer on a motion to dismiss that [Defendant] ‘would not continually sell
5 Products for prices’ for ‘less than the market rates at which those Products are offered
6 elsewhere.’”); *Vizcarra v. Michaels Stores, Inc.*, 2024 WL 64747, at *5 (N.D. Cal. Jan. 5,
7 2024); *Lawyer v. Homary International Limited*, 2025 WL 1571856, at *5 (N.D. Cal. June 2,
8 2025); *Knapp v. Art.com, Inc.*, 2016 WL 3268995, at *5 (N.D. Cal. June 15, 2016).

9 58. The false reference price and false discount representations by Seal Skin were
10 material to the decisions of consumers to purchase each Product. Because of the false reference
11 price and false discount representations, consumers reasonably believed they would be
12 receiving significant savings if they purchased these Products, and consumers purchased these
13 Products on the basis of these representations in order to enjoy the purported discounts.

14 59. Seal Skin’s false discount advertising is so pervasive across all of its Products
15 that it is apparent that the heart of Seal Skin’s marketing plan is to deceive the public.

16 60. Seal Skin’s intent is to deceive consumers into believing that its Products are
17 worth, and have a market value equal to, the inflated reference price (the strikethrough price),
18 and that the lower advertised “sale” price represents a special bargain.

19 61. The false or misleading nature of Seal Skin’s reference prices and discounts
20 was, at all relevant times, masked or concealed such that an ordinary consumer exercising
21 reasonable care under all the circumstances would not have known or discovered their false or
22 misleading nature.

23 62. As a direct and proximate result of Seal Skin’s acts and omissions, all
24 consumers who have purchased a Product from Seal Skin that was advertised with a reference
25 price or purported discount have been harmed and have lost money or property.

26 63. Seal Skin continues to advertise false reference prices and false discounts to this
27 day. There is no reason to believe that Seal Skin will voluntarily and permanently cease its
28

1 unlawful practices. Moreover, in the unlikely event that Seal Skin were to cease its unlawful
2 practices, Seal Skin can and is likely to re-commence these unlawful practices.

3 64. In acting toward consumers and the general public in the manner alleged herein,
4 Seal Skin acted with and was guilty of malice, fraud, and oppression and acted in a manner
5 with a strong and negative impact upon Plaintiff, the Class, and the public.

6 **VII. PLAINTIFF'S FACTUAL ALLEGATIONS**

7 65. Plaintiff Joanne Cattani is, and at all relevant times has been, a citizen and
8 resident of the city of La Mesa, in San Diego County, California.

9 66. Ms. Cattani is a victim of Seal Skin's false discount advertising scheme.

10 67. As detailed above, Seal Skin's false discounting practices have been ongoing
11 since at least August 2020. During this time, Ms. Cattani purchased at least one Product from
12 Seal Skin's website which was advertised with a false reference price and a false discount.

13 68. On October 3, 2024, Ms. Cattani visited the Seal Skin website to shop for a car
14 cover. While browsing the Seal Skin website, Ms. Cattani viewed pricing and discount
15 representations similar to those described and presented in detail above. All of the Products that
16 she viewed were advertised as being discounted from a reference price. Every Product that
17 Ms. Cattani viewed had a strikethrough reference price for the Product, alongside a lower
18 "sale" price. Seal Skin also advertised on the webpages that every item was at a specified
19 percentage-off savings.

20 69. The Products Ms. Cattani viewed on the Seal Skin website included the Seal
21 Skin Supreme Car Covers (the "Car Cover"). Ms. Cattani viewed webpages advertising that the
22 Car Cover was on "sale" for \$169.99 from a much higher regular price of \$369.99, which was
23 represented with a strikethrough. Seal Skin also advertised that the Car Cover was 54% off its
24 regular price of \$369.99.

25 70. Based on Seal Skin's representations, Ms. Cattani believed she needed to act fast
26 and purchase the Car Cover now to take advantage of the special sale before the Car Cover
27 returned to its normal full price.

1 71. Relying on these representations of receiving a special and significant discount
2 for the chairs, Ms. Cattani completed the checkout process and purchased the Car Cover.

3 72. Relying on Seal Skin's representations, Ms. Cattani reasonably believed that the
4 Car Cover was normally offered and sold by Seal Skin on its website at the higher advertised
5 strikethrough reference price of \$369.99. Ms. Cattani reasonably believed that the Car Cover
6 was worth, and had a value of, the higher stated reference price of \$369.99. Ms. Cattani
7 reasonably believed that the advertised "sale" price of \$169.99 represented a special bargain,
8 where Seal Skin was temporarily offering the Car Cover at a significant discount from its
9 regular and normal selling price.

10 73. However, Seal Skin's representations and advertised discounts were false and
11 deceptive. In reality, and unbeknownst to Ms. Cattani, Seal Skin had never offered the Car
12 Cover at the \$369.99 purported regular price—just as Seal Skin had never offered any of the
13 other Products on its website at their advertised reference prices. For example, Ms. Cattani's
14 counsel's investigation documented that Seal Skin had perpetually advertised the Car Cover
15 with the exact same \$369.99 strikethrough reference price and \$169.99 selling price since
16 October 1, 2022, through the date of her purchase two years later on October 3, 2024. (Prior to
17 October 1, 2022, Seal Skin advertised the Car Cover with a \$349.99 strikethrough reference
18 price and a \$149.99 selling price. Seal Skin perpetually advertised the same \$349.99
19 strikethrough reference price and \$149.99 selling price from at least August 2020 to September
20 2022.)

21 74. The advertised \$369.99 reference price was not Seal Skin's regular offering
22 price for the Car Cover and did not reflect the market value of the Car Cover. Ms. Cattani did
23 not receive the advertised and promised savings from the Car Cover's true regular price.

24 75. Seal Skin's advertised reference price and discount for the Car Cover were
25 material misrepresentations and inducements to Ms. Cattani's purchase.

26 76. Ms. Cattani reasonably relied on Seal Skin's material misrepresentations
27 regarding the advertised reference price and discount for the Car Cover. If Ms. Cattani had
28 known the truth, she would not have purchased the Car Cover at the price she paid.

1 77. As a direct and proximate result of Seal Skin's acts and omissions, Ms. Cattani
2 was harmed, suffered an injury-in-fact, and lost money or property.

3 78. When Ms. Cattani shopped on Seal Skin's website, she had no suspicion that
4 Seal Skin's advertised reference prices and discounts were false. Seal Skin gave Ms. Cattani no
5 reason to be suspicious. Ms. Cattani first learned of Seal Skin's false discount advertising
6 scheme in April 2025 when her attorneys told her about Seal Skin's unlawful conduct and
7 informed her that she was a victim of the scheme. Prior to this, Ms. Cattani did not know or
8 suspect that Seal Skin was engaging in a false discount advertising scheme or that she had been
9 a victim of the scheme.

10 79. Ms. Cattani has a legal right to rely now, and in the future, on the truthfulness
11 and accuracy of Seal Skin's representations regarding the advertised reference prices and
12 discounts for its Products.

13 80. Ms. Cattani faces an imminent threat of future harm. Ms. Cattani would
14 purchase Products from Seal Skin's website again in the future if she could have confidence
15 regarding the truth of Seal Skin's price and discount representations. But without an injunction,
16 Ms. Cattani has no way of knowing which, if any, of Seal Skin's reference prices, discounts,
17 and sales are true.

18 81. Ms. Cattani will be harmed if, in the future, she is left to guess as to whether
19 Seal Skin is providing a legitimate sale or not, and whether its Products are actually worth the
20 amount that Seal Skin is representing.

21 82. If Ms. Cattani were to purchase again from Seal Skin without Seal Skin having
22 changed its unlawful and deceptive conduct alleged herein, Ms. Cattani would be harmed on an
23 ongoing basis and/or would be harmed once or more in the future.

24 83. The deceptive practices and policies alleged herein, and experienced directly by
25 Ms. Cattani, are not limited to any single Product or group of Products. Rather, Seal Skin's
26 deceptive advertising and sales practices were, and continue to be, systematic and pervasive
27 across all of Seal Skin's Products.

CLASS ALLEGATIONS

84. Plaintiff brings this lawsuit on behalf of herself and all others similarly situated, pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), and (b)(3).

85. **California Class:** Plaintiff seeks to represent the following California Class:
All persons who, while in California, within the applicable limitations period, purchased from the Seal Skin website, sealskincovers.com, one or more Products⁶ advertised at a discount.

86. Specifically excluded from the Class are Seal Skin and any entities in which Seal Skin has a controlling interest, Seal Skin's agents and employees, the bench officers to whom this civil action is assigned, and the members of each bench officer's staff and immediate family.

87. **Application of the Discovery Rule.** This Court should apply the discovery rule to extend any applicable limitations period and corresponding class period to the date on which Seal Skin first engaged in its unlawful false discounting practices. (Based on counsel's investigation, Seal Skin's false discount advertising practices have been ongoing since at least August 2020, and likely began much earlier. However, without discovery, Plaintiff cannot determine the earliest date Seal Skin first began advertising false discounts.)

88. The discovery rule “postpones accrual of a cause of action until the plaintiff discovers, or has reason to discover, the cause of action.” *E-Fab, Inc. v. Accts., Inc. Servs.*, 153 Cal. App. 4th 1308, 1318 (2007). Plaintiff and the members of the Class did not know, and could not have reasonably known, about Seal Skin’s unlawful conduct.

89. When Plaintiff shopped on Seal Skin's website, she had no suspicion that Seal Skin's advertised reference prices and discounts were false. Seal Skin gave Plaintiff no reason to be suspicious. Plaintiff first learned of Seal Skin's false discount advertising scheme in April 2025 when her attorneys told her about Seal Skin's unlawful conduct and informed her that she was a victim of the scheme. Prior to this, Plaintiff did not know or suspect—and had no reason

⁶ “Products” is defined as all vehicle covers sold on Seal Skin’s website (e.g., car covers, boat covers, motorbike covers, etc.). Seal Skin also sells non-vehicle covers, such as covers for patio furniture and grills. These non-vehicle covers are not included in the definition of “Products”.

1 to suspect—that Seal Skin was engaging in a false discount advertising scheme or that she had
2 been a victim of the scheme. *See Esgate v. Home Depot U.S.A., Inc.*, No. 6:24-CV-01806-
3 MTK, 2025 WL 1207217, at *7-*8 (D. Or. Apr. 24, 2025) (holding that the plaintiff’s claims
4 did not begin to accrue under the discovery rule until the date his lawyers informed him that he
5 was likely a victim of the defendant’s false discount advertising scheme).

6 90. Likewise, Class members would not have known or suspected that Seal Skin
7 was engaging in this deceptive pricing scheme.

8 91. Reasonable consumers presume that retailers are not engaging in unlawful
9 conduct. Reasonable consumers would have believed that Seal Skin’s pricing and discount
10 representations were true.

11 92. Reasonable consumers would have believed that Seal Skin’s strikethrough
12 reference prices: (1) represented Seal Skin’s regular and normal prices that consumers had to
13 pay for the Products; (2) represented Seal Skin’s recent former prices of the Products (that is,
14 the prices at which the Products were regularly offered for sale before the purportedly limited-
15 time offer went into effect); and (3) represented Seal Skin’s prices that consumers would have
16 to pay for the Products when the sale ended.

17 93. Reasonable consumers would have believed that Seal Skin’s advertised
18 discounts represented a reduction from the regular and recent former prices of the Products in
19 the amounts advertised.

20 94. Moreover, Plaintiff and the Class could not have, with the exercise of reasonable
21 diligence, discovered Seal Skin’s false advertising scheme because, by design, its very nature is
22 hidden and impossible for a reasonable consumer to discover—especially regarding Products
23 that are purchased infrequently such as vehicle covers.

24 95. “The only way for a person to know that [a retailer’s] advertised discounts were
25 false is for the person to know [the retailer’s] true historical selling prices for the Products he or
26 she purchased.” *Clark v. Eddie Bauer LLC*, No. 2:20-CV-01106-RAJ, 2025 WL 814924, at *3
27 (W.D. Wash. Mar. 12, 2025). Consumers who shopped on Seal Skin’s website would have had
28 no way to know, with the exercise of reasonable diligence, the true daily price histories and

1 past selling prices for the Products they viewed and purchased. Consumers would have had no
2 way to know, with the exercise of reasonable diligence, that Seal Skin's regular prices (i.e., the
3 advertised strikethrough reference prices) were fictitious and inflated and that the advertised
4 percentage-off savings were false.

5 96. Plaintiff's counsel only found evidence for Seal Skin's deceptive pricing scheme
6 by conducting an extensive investigation that no reasonable person would conduct.

7 97. **Numerosity.** The number of members of the Class are so numerous that joinder
8 of all members would be impracticable. Plaintiff does not know the exact number of Class
9 members prior to discovery. However, based on information and belief, the Class comprises
10 thousands of individuals. The exact number and identities of Class members are contained in
11 Seal Skin's records and can be easily ascertained from those records.

12 98. **Commonality and Predominance.** This action involves multiple common legal
13 or factual questions which are capable of generating class-wide answers that will drive the
14 resolution of this case. These common questions predominate over any questions affecting
15 individual Class members, if any. These common questions include, but are not limited to, the
16 following:

- 17 a. Whether the alleged conduct of Seal Skin violates the California
18 Consumers Legal Remedies Act, California Civil Code § 1750 *et seq.*;
- 19 b. Whether the alleged conduct of Seal Skin violates the California False
20 Advertising Law, California Business & Professions Code § 17500 *et seq.*;
- 21 c. Whether the alleged conduct of Seal Skin violates the California Unfair
22 Competition Law, California Business & Professions Code § 17200 *et seq.*;
- 23 d. Whether the alleged conduct of Seal Skin violates 16 C.F.R. § 233.1 *et*
24 *seq.*;
- 25 e. Whether Plaintiff and the Class have suffered injury and have lost money
26 or property as a result of Seal Skin's unlawful conduct; and
- 27 f. Whether Seal Skin should be enjoined from engaging in the unlawful
28 conduct alleged herein.

1 99. **Typicality.** Plaintiff's claims are typical of Class members' claims. Plaintiff and
2 Class members all sustained injury as a direct result of Seal Skin's standard practices and
3 schemes, bring the same claims, and face the same potential defenses.

4 100. **Adequacy.** Plaintiff and her counsel will fairly and adequately protect Class
5 members' interests. Plaintiff has no interests antagonistic to Class members' interests and is
6 committed to representing the best interests of the Class members. Moreover, Plaintiff has
7 retained counsel with considerable experience and success in prosecuting complex class action
8 and consumer protection cases.

9 101. **Superiority.** A class action is superior to all other available methods for fairly
10 and efficiently adjudicating this controversy. Each Class member's interests are small
11 compared to the burden and expense required to litigate each of his or her claims individually,
12 so it would be impractical and would not make economic sense for Class members to seek
13 individual redress for Seal Skin's conduct. Individual litigation would add administrative
14 burden on the courts, increasing the delay and expense to all parties and to the court system.
15 Individual litigation would also create the potential for inconsistent or contradictory judgments
16 regarding the same uniform conduct. A single adjudication would create economies of scale
17 and comprehensive supervision by a single judge. Moreover, Plaintiff does not anticipate any
18 difficulties in managing a class action trial.

19 102. By its conduct and omissions alleged herein, Seal Skin has acted and refused to
20 act on grounds that apply generally to the Class members, such that declaratory relief is
21 appropriate respecting the Class as a whole.

22 103. Seal Skin is primarily engaged in the business of selling goods. Each cause of
23 action brought by Plaintiff against Seal Skin in this Complaint arises from and is limited to
24 statements or conduct by Seal Skin that consist of representations of fact about Seal Skin's
25 business operations or goods that are or were made for the purpose of obtaining approval for,
26 promoting, or securing sales of or commercial transactions in, Seal Skin's goods; or the
27 statements are or were made in the course of delivering Seal Skin's goods. Each cause of action
28 brought by Plaintiff against Seal Skin in this Complaint arises from and is limited to statements

1 or conduct by Seal Skin for which the intended audience is an actual or potential customer, or a
2 person likely to repeat the statements to, or otherwise influence, an actual or potential
3 customer.

4 **CAUSES OF ACTION**

5 **COUNT I**

6 **Violation of the Consumers Legal Remedies Act (“CLRA”)**
California Civil Code § 1750 *et seq.*

7 104. Plaintiff realleges and incorporates by reference all paragraphs previously
8 alleged herein.

9 105. Plaintiff brings this claim in her individual capacity, in her capacity as a private
10 attorney general seeking the imposition of public injunctive relief to protect the general public,
11 and as a representative of the Class.

12 106. Seal Skin’s Products are “goods” as defined by California Civil Code § 1761(a).

13 107. Each Defendant is a “person,” as defined by Cal. Civ. Code § 1761(c).

14 108. Plaintiff and Class members are each “consumers,” as defined by Cal. Civ. Code
15 §1761(d).

16 109. Plaintiff and Class members purchased Seal Skin’s Products for personal,
17 family, and/or household purposes, as meant by Cal. Civ. Code § 1761(d).

18 110. Plaintiff and Class members’ purchases from Seal Skin each constitutes a
19 “transaction,” as defined by Cal. Civ. Code § 1761(e).

20 111. Venue is proper under Cal. Civil Code § 1780(d) because San Diego County,
21 which is located in this District, is the county in which the transaction or any substantial portion
22 thereof occurred, and it is a county in which Seal Skin is doing business. Plaintiff’s declaration
23 establishing that this Court is a proper venue for this action is attached hereto as **Exhibit A**.

24 112. The unlawful methods, acts, or practices alleged herein to have been undertaken
25 by Seal Skin were all committed intentionally and knowingly. The unlawful methods, acts, or
26 practices alleged herein to have been undertaken by Seal Skin did not result from a bona fide
27 error notwithstanding the use of reasonable procedures adopted to avoid such error.

1 113. Seal Skin's conduct alleged herein has violated the CLRA in multiple respects,
2 including, but not limited to, the following:

3 a. Seal Skin represented that its Products had characteristics that they did
4 not have. (Cal. Civ. Code § 1770(a)(5));

5 b. Seal Skin advertised its Products with an intent not to sell them as
6 advertised. (Cal. Civ. Code § 1770(a)(9));

7 c. Seal Skin made false or misleading statements of fact concerning reasons
8 for, existence of, or amounts of, price reductions (Cal. Civ. Code § 1770(a)(13)); and

9 d. Seal Skin misrepresented that its Products were supplied in accordance
10 with previous representations when they were not. (Cal. Civ. Code § 1770(a)(16)).

11 114. With respect to any omissions, Seal Skin at all relevant times had a duty to
12 disclose the information in question because, inter alia: (a) Seal Skin had exclusive knowledge
13 of material information that was not known to Plaintiff and Class members; (b) Seal Skin
14 concealed material information from Plaintiff and Class members; and (c) Seal Skin made
15 partial representations which were false and misleading absent the omitted information.

16 115. Seal Skin intentionally deceived Plaintiff and the Class, and continues to deceive
17 the public, by advertising false discounts and false reference prices.

18 116. Seal Skin's misrepresentations deceive and have a tendency to deceive the
19 reasonable consumer and the general public.

20 117. Seal Skin's misrepresentations are material, in that a reasonable person would
21 attach importance to the information and would be induced to act on the information in making
22 purchase decisions.

23 118. As a direct, substantial, and/or proximate result of Seal Skin's unlawful conduct,
24 Plaintiff and Class members were harmed, suffered injury-in-fact, and lost money or property.

25 119. Plaintiff and Class members reasonably relied on Seal Skin's material
26 misrepresentations, and would not have purchased Seal Skin's Products at the prices that they
27 paid had they known the truth.

1 120. Plaintiff and Class members did not receive the benefits of their bargain.

2 Plaintiff and Class members did not enjoy the actual discounts that Seal Skin represented and
3 promised to them. Plaintiff and Class members did not receive Products that were worth the
4 inflated amount that Seal Skin represented to them; the Products did not regularly sell for, and
5 were not actually worth, the fictitious strikethrough reference price advertised by Seal Skin.

6 121. By its conduct and omissions alleged herein, Seal Skin caused the demand for its
7 Products to be artificially increased and caused all customers, including Plaintiff and Class
8 members, to pay price premiums to Seal Skin. Put differently, as a result of its
9 misrepresentations, Seal Skin has been able to charge a price premium for its Products that it
10 would not be able to charge absent the misrepresentations. Without the misrepresentations, Seal
11 Skin would have had to charge less for its Products in order to enjoy the same level of demand.

12 122. **Permanent public injunctive relief.** Plaintiff, acting as a private attorney
13 general, seeks public injunctive relief under the CLRA to protect the general public from Seal
14 Skin's false advertisements, misrepresentations, and omissions.

15 123. Seal Skin's misconduct, which affects and harms the general public, is ongoing
16 in part or in whole and even if such conduct were to cease, it is behavior that is capable of
17 repetition or re-occurrence by Seal Skin absent a permanent public injunction. Accordingly,
18 Plaintiff seeks an order enjoining Seal Skin from committing the unlawful practices alleged
19 herein.

20 124. The balance of the equities favors the entry of permanent public injunctive relief
21 against Seal Skin. Plaintiff, the members of the Class, honest competing businesses, and the
22 general public will be irreparably harmed from Seal Skin's ongoing false advertising absent the
23 entry of permanent public injunctive relief against Seal Skin.

24 125. Plaintiff lacks an adequate remedy at law to prevent Seal Skin from engaging in
25 the unlawful practices alleged herein. Plaintiff would purchase Products from Seal Skin again if
26 she could have confidence regarding the truth of Seal Skin's prices and the value of its
27 Products. Plaintiff will be harmed if, in the future, she is left to guess as to whether Seal Skin is
28

1 providing a legitimate sale or not, and whether Seal Skin's Products are actually worth the
2 amount that Seal Skin is representing.

3 126. Monetary damages are not an adequate remedy at law for future harm. *Clark v.*
4 *Eddie Bauer LLC*, 2024 WL 177755, at *3 (9th Cir. Jan. 17, 2024). Monetary damages are
5 inadequate for future harm for the following reasons, without limitation: First, damages will not
6 prevent Seal Skin from engaging in its unlawful conduct. Second, damages for future harm
7 cannot be calculated with certainty and thus cannot be awarded. For example, it is impossible
8 to know what Products Plaintiff may want or need in the future. Third, injunctive relief is
9 necessary (and monetary damages do not provide a plain, adequate and complete remedy)
10 because, without forward-looking injunctive relief enjoining the unlawful practices, the courts
11 may be flooded with future lawsuits by Class members, Plaintiff, and the general public for
12 future violations of the law by Seal Skin.

13 127. In accordance with California Civil Code § 1782(a), Plaintiff, through counsel,
14 will be serving Seal Skin with notice of its CLRA violations by certified mail, return receipt
15 requested, on December 15, 2025. If Seal Skin fails to provide appropriate relief for its CLRA
16 violations within 30 days of its receipt of Plaintiff's notice letter, Plaintiff will amend this
17 complaint to seek compensatory and exemplary damages as permitted by Cal. Civ. Code §§
18 1780 and 1782(b), along with attorneys' fees and costs.

19
20 **COUNT II**
Violation of California's False Advertising Law ("FAL")
California Business & Professions Code § 17500 *et seq.*

21 128. Plaintiff realleges and incorporates by reference all paragraphs previously
22 alleged herein.

23 129. Plaintiff brings this claim in her individual capacity, in her capacity as a private
24 attorney general seeking the imposition of public injunctive relief, and as a representative of the
25 Class.

1 130. Seal Skin has engaged in false or misleading advertising in violation of
2 California Business & Professions Code § 17500, *et seq.*, also known as California's False
3 Advertising Law ("FAL").

4 131. Seal Skin has advertised discounts and reference prices that are false,
5 misleading, and have a capacity, likelihood or tendency to deceive reasonable consumers. *See*,
6 *e.g.*, *Kasky*, 27 Cal.4th at 951 (UCL and FAL prohibit "not only advertising which is false, but
7 also advertising which, although true, is either actually misleading or which has a capacity,
8 likelihood or tendency to deceive or confuse the public" (citation omitted)); *Hansen v.*
9 *Newegg.com Americas, Inc.*, 25 Cal. App. 5th 714, 722 (2018) (same); *Overstock.com, Inc.*,
10 2014 WL 657516, at *23 (Feb. 5, 2014, Cal. Sup. Ct.) (same).

11 132. Additionally, Seal Skin has violated, and continues to violate, section 17501 of
12 the Business and Professions Code by advertising former prices that were not true former prices
13 and were not the prevailing market price in the three months immediately preceding the
14 advertisement. Nor do Seal Skin's former price advertisements state clearly, exactly, and
15 conspicuously when, if ever, the former prices prevailed.

16 133. With respect to omissions, Seal Skin at all relevant times had a duty to disclose
17 the information in question because, *inter alia*: (a) Seal Skin had exclusive knowledge of
18 material information that was not known to Plaintiff and Class members; (b) Seal Skin
19 concealed material information from Plaintiff and Class members; and (c) Seal Skin made
20 partial representations which were false or misleading absent the omitted information.

21 134. Seal Skin committed such violations of the FAL with actual knowledge that its
22 advertising was untrue or misleading, or Seal Skin, in the exercise of reasonable care, should
23 have known that its advertising was untrue or misleading.

24 135. Seal Skin's misrepresentations and nondisclosures deceive and have a tendency
25 to deceive the general public.

26 136. Seal Skin's misrepresentations and nondisclosures are material, in that a
27 reasonable person would attach importance to the information and would be induced to act on
28 the information in making purchase decisions.

1 137. As a direct and proximate result of Seal Skin's violations of the FAL, Plaintiff
2 and Class members were harmed, suffered injury-in-fact, and lost money or property.

3 138. Plaintiff and Class members reasonably relied on Seal Skin's material
4 misrepresentations, and would not have purchased Seal Skin's Products at the prices that they
5 paid had they known the truth.

6 139. Plaintiff and Class members did not receive the benefits of their bargain.
7 Plaintiff and Class members did not enjoy the actual discounts that Seal Skin represented and
8 promised to them. Plaintiff and Class members did not receive Products that were worth the
9 inflated amount that Seal Skin represented to them; the Products did not regularly sell for, and
10 were not actually worth, the fictitious and invented reference price advertised by Seal Skin.

11 140. By its conduct and omissions alleged herein, Seal Skin caused the demand for its
12 Products to be artificially increased and caused all customers, including Plaintiff and Class
13 members, to pay price premiums to Seal Skin. Put differently, as a result of its
14 misrepresentations, Seal Skin has been able to charge a price premium for its Products that it
15 would not be able to charge absent the misrepresentations. Without the misrepresentations, Seal
16 Skin would have had to charge less for its Products in order to enjoy the same level of demand.

17 141. By its conduct and omissions alleged herein, Seal Skin received more money
18 from Plaintiff and Class members than it should have received. Seal Skin should be ordered to
19 disgorge or make restitution of all monies improperly accepted, received, or retained.

20 142. Plaintiff seeks an order granting restitution to Plaintiff and Class members in an
21 amount to be proven at trial. Plaintiff further seeks an award of attorneys' fees and costs under
22 Cal. Code Civ. Proc. § 1021.5.

23 143. **Permanent public injunctive relief.** Plaintiff, acting as a private attorney
24 general, seeks public injunctive relief under the FAL to protect the general public from Seal
25 Skin's false advertisements, misrepresentations, and omissions.

26 144. Seal Skin's misconduct which affects and harms the general public is ongoing in
27 part or in whole and even if such conduct were to cease, it is behavior that is capable of
28 repetition or re-occurrence by Seal Skin absent a permanent public injunction. Accordingly,

1 Plaintiff seeks an order enjoining Seal Skin from committing the unlawful practices alleged
2 herein.

3 145. The balance of the equities favors the entry of permanent public injunctive relief
4 against Seal Skin. Plaintiff, the members of the Class, honest competing businesses, and the
5 general public will be irreparably harmed from Seal Skin's ongoing false advertising absent the
6 entry of permanent public injunctive relief against Seal Skin.

7 146. Plaintiff lacks an adequate remedy at law to prevent Seal Skin from engaging in
8 the unlawful practices alleged herein, as stated in Count I above.

9 147. Monetary damages are not an adequate remedy at law for future harm, as stated
10 in Count I above.

11 **COUNT III**
12 **Violation of California's Unfair Competition Law ("UCL")**
13 **California Business & Professions Code § 17200 *et seq.***

14 148. Plaintiff realleges and incorporates by reference all paragraphs previously
15 alleged herein.

16 149. Plaintiff brings this claim in her individual capacity, in her capacity as a private
17 attorney general seeking the imposition of public injunctive relief, and as a representative of the
Class.

18 150. California Business & Professions Code § 17200, *et seq.*, also known as
19 California's Unfair Competition Law ("UCL"), prohibits any unfair, unlawful, or fraudulent
20 business practice.

21 151. **"Unlawful" Prong.** Seal Skin has violated the UCL by engaging in the
22 following unlawful business acts and practices:

23 a. Making material misrepresentations in violation of Cal. Civ. Code
24 §§ 1770(a)(5), (9), (13), and (16) (the CLRA);

25 b. Making material misrepresentations and omissions in violation of Cal.
26 Bus. & Prof. Code § 17500 *et seq.* (the FAL);

27 c. Engaging in deceit in violation of Cal Civ. Code §§ 1709–1710; and

d. Employing deceptive discount price advertisements as identified by 16 C.F.R § 233.1 *et seq.*

152. **“Unfair” and “Fraudulent” Prongs.** Seal Skin has violated the UCL by engaging in the following unfair and/or fraudulent business acts and practices:

- a. Advertising false reference prices; and
- b. Advertising false discounts, including percentage-off discounts.

153. With respect to omissions, Seal Skin at all relevant times had a duty to disclose the information in question because, *inter alia*: (a) Seal Skin had exclusive knowledge of material information that was not known to Plaintiff and Class members; (b) Seal Skin concealed material information from Plaintiff and Class members; and (c) Seal Skin made partial representations which were false and misleading absent the omitted information.

154. Seal Skin's misrepresentations and nondisclosures deceive and have a tendency to deceive the general public.

155. Seal Skin's misrepresentations and nondisclosures are material, in that a reasonable person would attach importance to the information and would be induced to act on the information in making purchase decisions.

156. As a direct and proximate result of Seal Skin's violations of the UCL, Plaintiff and Class members were harmed, suffered injury-in-fact, and lost money or property.

157. Plaintiff and Class members reasonably relied on Seal Skin's material misrepresentations, and would not have purchased Seal Skin's Products at the prices that they paid had they known the truth.

158. Plaintiff and Class members did not receive the benefits of their bargain. Plaintiff and Class members did not enjoy the actual discounts that Seal Skin represented and promised to them. Plaintiff and Class members did not receive Products that were worth the inflated amount that Seal Skin represented to them; the Products did not regularly sell for, and were not actually worth, the fictitious reference price advertised by Seal Skin.

159. By its conduct and omissions alleged herein, Seal Skin caused the demand for its Products to be artificially increased and caused all customers, including Plaintiff and Class

1 members, to pay price premiums to Seal Skin. Put differently, as a result of its
2 misrepresentations, Seal Skin has been able to charge a price premium for its Products that it
3 would not be able to charge absent the misrepresentations. Without the misrepresentations, Seal
4 Skin would have had to charge less for its Products in order to enjoy the same level of demand.

5 160. By its conduct and omissions alleged herein, Seal Skin received more money
6 from Plaintiff and Class members than it should have received. Seal Skin should be ordered to
7 disgorge or make restitution of all monies improperly accepted, received, or retained.

8 161. Seal Skin's conduct and omissions alleged herein are immoral, unethical,
9 oppressive, unscrupulous, unconscionable, and/or substantially injurious to Plaintiff and Class
10 members. Perpetrating a years-long scheme of misleading and overcharging customers is
11 immoral, unethical, and unscrupulous. Moreover, Seal Skin's conduct is oppressive and
12 substantially injurious to consumers. There is no utility to Seal Skin's conduct, and even if
13 there were any utility, it would be significantly outweighed by the gravity of the harm to
14 consumers caused by Seal Skin's conduct alleged herein.

15 162. Plaintiff seeks an order granting restitution to Plaintiff and Class members in an
16 amount to be proven at trial. Plaintiff further seeks an award of attorneys' fees and costs under
17 Cal. Code Civ. Proc. § 1021.5.

18 163. **Permanent public injunctive relief.** Plaintiff, acting as a private attorney
19 general, seeks public injunctive relief under the UCL to protect the general public from Seal
20 Skin's false advertisements, misrepresentations, and omissions.

21 164. Seal Skin's misconduct which affects and harms the general public is ongoing in
22 part or in whole and even if such conduct were to cease, it is behavior that is capable of
23 repetition or re-occurrence by Seal Skin absent a permanent public injunction. Accordingly,
24 Plaintiff seeks an order enjoining Seal Skin from committing the unlawful practices alleged
25 herein.

26 165. The balance of the equities favors the entry of permanent public injunctive relief
27 against Seal Skin. Plaintiff, the members of the Class, honest competing businesses, and the
28

1 general public will be irreparably harmed from Seal Skin's ongoing false advertising absent the
2 entry of permanent public injunctive relief against Seal Skin.

3 166. Plaintiff lacks an adequate remedy at law to prevent Seal Skin from engaging in
4 the unlawful practices alleged herein, as stated in Count I above.

5 167. Monetary damages are not an adequate remedy at law for future harm, as stated
6 in Count I above.

7 **PRAYER FOR RELIEF**

8 Plaintiff Joanne Cattani, on behalf of herself and the proposed Class, requests that the
9 Court order relief and enter judgment against Seal Skin as follows:

10 1. Declare this action to be a proper class action, certify the proposed Class, and
11 appoint Plaintiff and her counsel to represent the Class;

12 2. Order that the discovery rule applies to extend any applicable limitations period
13 and the corresponding class period back to the date Seal Skin first engaged in the unlawful
14 conduct alleged herein;

15 3. Declare that Seal Skin's conduct alleged herein violates the CLRA, FAL, and
16 UCL;

17 4. Order disgorgement and/or restitution, including, without limitation,
18 disgorgement of all revenues, profits and/or unjust enrichment that Seal Skin obtained, directly
19 or indirectly, from Plaintiff and Class members as a result of the unlawful conduct alleged
20 herein;

21 5. Permanently enjoin Seal Skin from engaging in the unlawful conduct alleged
22 herein;

23 6. Order that Seal Skin maintain the following records for at least two years for
24 each daily Product offering on its retail website from the date of each advertisement and/or
25 offer for sale of the Product, for auditing purposes to ensure compliance with the ordered public
26 injunctive relief: (1) the advertised reference price for each Product; (2) the offer price and/or
27 net selling price of each Product; and (3) any discount that was advertised and/or applicable to
28 each Product;

1 7. Retain jurisdiction to monitor Seal Skin's compliance with the permanent public
2 injunctive relief requested hereinabove;

3 8. Order Seal Skin to pay attorneys' fees, costs, and pre-judgment and post-
4 judgment interest to the extent allowed by law; and

5 9. Grant such other relief as this Court deems just and proper.

6 **DEMAND FOR JURY TRIAL**

7 Plaintiff demands a trial by jury on all issues so triable.

9 Date: December 14, 2025.

10 Presented by:

11 HATTIS LUKACS & CORRINGTON

12 By: 

13 Daniel M. Hattis (SBN 232141)

14 Paul Karl Lukacs (SBN 197007)

15 Email: dan@hattislaw.com

16 Email : pkl@hattislaw.com

17 HATTIS LUKACS & CORRINGTON

18 11711 SE 8th Street, Suite 120

19 Bellevue, WA 98005

20 Telephone: (425) 233-8650

21 *Attorneys for Plaintiff
22 and the Proposed Class*

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JS 44 (Rev. 03/24)

CIVIL COVER SHEET

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

Joanne Cattani

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

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

Daniel Hattis, Hattis Lukacs & Corrington, 11711 SE 8th
St Ste 120, Bellevue, WA 98005, 425.233.8650

DEFENDANTS

Elite Era LLC and Seal Skin Cover LLC

County of Residence of First Listed Defendant Putnam County, NY
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

'25CV3581 BAS KSC

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

<input type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input checked="" type="checkbox"/> 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	Citizen of This State <input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State <input type="checkbox"/> 4	Incorporated or Principal Place of Business In This State <input type="checkbox"/> 4
Citizen of Another State <input type="checkbox"/> 2	Citizen of Another State <input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State <input type="checkbox"/> 5	Incorporated and Principal Place of Business In Another State <input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country <input type="checkbox"/> 3	Citizen or Subject of a Foreign Country <input type="checkbox"/> 3	Foreign Nation <input type="checkbox"/> 6	Foreign Nation <input type="checkbox"/> 6

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	INTELLECTUAL PROPERTY RIGHTS	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 320 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 880 Defend Trade Secrets Act of 2016	<input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692)
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 355 Motor Vehicle	<input type="checkbox"/> 371 Truth in Lending	SOCIAL SECURITY	<input type="checkbox"/> 485 Telephone Consumer Protection Act
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 850 Securities/Commodities/ Exchange
	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice		<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
			<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 891 Agricultural Acts
			<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 893 Environmental Matters
			FEDERAL TAX SUITS	<input type="checkbox"/> 895 Freedom of Information Act
			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 896 Arbitration
			<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
				<input type="checkbox"/> 950 Constitutionality of State Statutes

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

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District (specify) _____	<input type="checkbox"/> 6 Multidistrict Litigation - Transfer	<input type="checkbox"/> 8 Multidistrict Litigation - Direct File
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Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(d)(2)

VI. CAUSE OF ACTION

Brief description of cause:
False discount advertising

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

SIGNATURE OF ATTORNEY OF RECORD

12/14/2025

/s/ Daniel M. Hattis

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____