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9
10 **UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

11 NICHOLAS FARRELL, individually and on
12 behalf of all others similarly situated,

Case No. 3:26-cv-1284

13 Plaintiff,

**CLASS ACTION COMPLAINT
FOR DAMAGES**

14 v.

15 JACHS NY, LLC, and DOES 1–10,

16 DEMAND FOR JURY TRIAL

17 Defendant.

18
19 Plaintiff Nicholas Farrell, individually and on behalf of all others similarly situated, brings
20 this Class Action Complaint against Defendant Jachs NY, LLC (“Defendant” or “Jachs NY”) and
21 makes the following allegations based upon information and belief, except as to allegations
22 specifically pertaining to Plaintiff, which are based on personal knowledge.

23 **NATURE OF THE ACTION**

24 1. This is a case concerning deceptive representations and omissions made by
25 Defendant through its misleading and unlawful pricing, sales, and discounting practices on its
26 websites, which directly violate a California statute and deceive the reasonable consumer.

27 2. Defendant Jachs NY sells and markets clothing products online through the Jachs
28 NY website, <https://www.jachsny.com/>.

1 3. Defendant lists all of its products as having continuous discounts ranging between
2 25% to 80% off. Defendant additionally lists sitewide discounts on all of its products. However,
3 these discounts are actually false discounts intended to misleadingly induce customers into
4 purchasing Defendant’s products at increased prices—or to make purchases that otherwise would
5 not have been made—as the products are never actually sold at the higher strikethrough reference
6 prices listed next to the “sale” price.

7 4. The products at issue are all goods that have been offered at any time on Defendant’s
8 website at a sale or discounted price from a supposedly higher reference price (the “Products”).

9 5. Defendant’s website lists various items on sale or discount, picturing a stricken
10 supposedly former or prevailing market price next to the “sale” price. However, the purported
11 former or prevailing market price listed next to the sales price is not actually the former or prevailing
12 market price at which the product was sold in the previous three months. Instead, it is a false or
13 inflated price used to trick consumers into believing they are receiving a discount on their purchase.
14 It is false because the item has not been listed for sale or sold on the website in the previous three
15 months at the listed former price.

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

19 7. California’s False Advertising Law further provides that “[n]o price shall be
20 advertised as a former price ... unless the alleged former price was the prevailing market price ...
21 within three months next immediately preceding” the advertisement. Cal. Bus. & Prof. Code §
22 17501. Therefore, the statute specifically prohibits this type of fake discount, where the advertised
23 former price is not the prevailing price during the specified timeframe.

24 8. Upon investigation, all or nearly all of the reference prices on the website are false
25 and misleading. They are not former or prevailing market prices at which the products were offered
26 on the websites during the previous three months.

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1 9. Plaintiff—like hundreds of thousands of other customers—fell prey to Defendant’s
2 false, deceptive, and misleading discount scheme. As a result, Defendant has received millions of
3 dollars selling products at misrepresented discounts that do not actually exist.

4 10. When purchasing the Products, Plaintiff relied on Defendant’s misrepresentations
5 that the Products were on sale and were previously sold at the former strikethrough price listed next
6 to the sale price, as well as the advertisement of sitewide discounts on the website.

7 11. Defendant’s conduct violated and continues to violate the California Unfair
8 Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200, *et seq.*; California’s False Advertising
9 Law (“FAL”), Cal. Bus. & Prof. Code §§ 17500, *et seq.*; and the California Consumer Legal
10 Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750, *et seq.* Defendant’s conduct also constitutes
11 negligent misrepresentation and has unjustly enriched Defendant by the sale of these Products.

12 12. Accordingly, Plaintiff brings this civil action to put an end to Defendant’s illegal
13 conduct. Through this class action lawsuit, Plaintiff seeks monetary damages, restitution, and
14 declaratory and injunctive relief on behalf of the proposed Class.

15 **PARTIES**

16 13. Plaintiff Nicholas Farrell is a citizen and resident of Alameda County, California.

17 14. Defendant Jachs NY, LLC is a Florida limited liability company that is
18 headquartered in Florida. Defendant is an online retailer that markets and sells clothing products in
19 California and across the United States.

20 15. Defendants Does 1–10 were responsible in some manner for the injuries and damages
21 caused to Plaintiff and the Class, but their identities and/or roles are not yet known.

22 **JURISDICTION AND VENUE**

23 16. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §
24 1332(d)(2) because this is a class action in which (1) there are at least 100 members, (2) the matter
25 in controversy exceeds \$5,000,000 exclusive of interest and costs, and (3) Plaintiff and members of
26 the putative Class are citizens of a state that is different from the states in which Defendant is a
27 citizen.

1 17. This Court has personal jurisdiction over Defendant because Defendant has contacts
2 with California that are so continuous and systematic that it is essentially at home in this state.
3 Defendant sold Jachs NY products to consumers in California, including Plaintiff. Defendant
4 regularly conducts and solicits business in California, provides products to persons in the State of
5 California, maintains an interactive commercial website, offers to and does ship products to
6 California, allows customers in California to order products, and derives substantial revenue from
7 customers in California.

8 18. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a substantial
9 part of the events or omissions giving rise to Plaintiff’s and the Class Members’ claims occurred in
10 this District, and Defendant is subject to the Court’s personal jurisdiction.

11 **BACKGROUND FACTS**

12 19. Jachs NY is a clothing company that predominantly markets and sells its products on
13 its website.

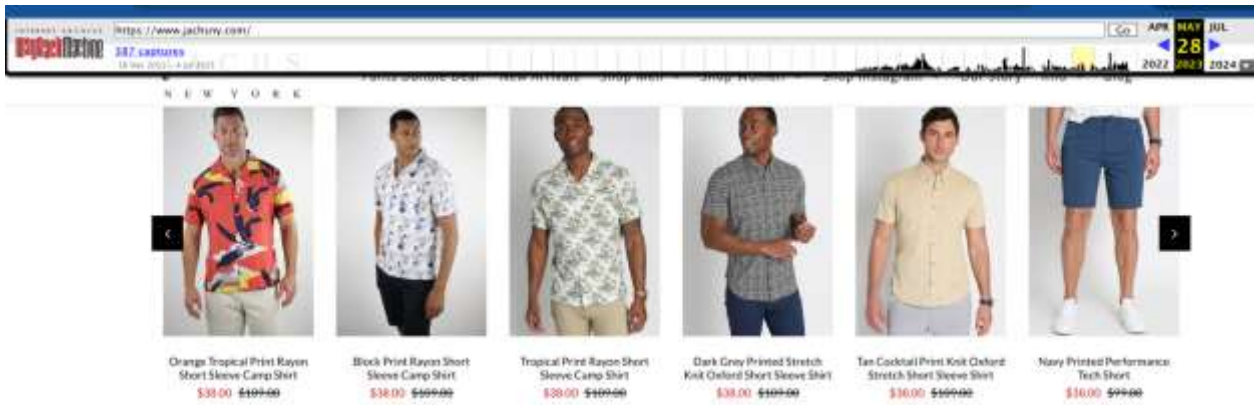
14 20. Defendant, through its website, has sold hundreds of thousands of units of
15 merchandise to customers in California and nationwide.

16 **I. Jachs NY’s Fake Discount Scheme**

17 21. Defendant creates the false impression that its Products’ regular or former prices are
18 higher than they truly are.

19 ***A. False Reference Prices***

20 22. On any given day most, if not all, products on Defendant’s website are represented
21 as being discounted from a higher reference price. On individual listing pages and category listing
22 pages, the supposed mark-downs are represented to consumers by (1) prominently displaying a
23 “crossed-out” or strikethrough reference price next to a sale price, (2) stating “___% off” in
24 highlighted text adjacent to the higher reference price, and (3) depicting the sale price in bold or red
25 text adjacent to the reference price. An example archived screenshot is provided below:
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27
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23. The above image is just one example from Defendant’s website that shows how it consistently lists its false discounts on the website.

24. The below sections describe further the types of deceptive sales schemes instituted by Defendant on its website.

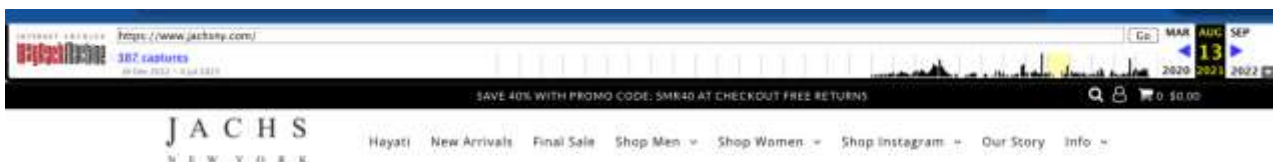
25. These pricing and advertising practices are deceptive and pressure consumers into purchasing products from Defendant at an inflated price. Defendant intends to mislead consumers into believing that they are receiving a bargain by buying products from its website on sale and at a substantial and deep discount.

B. Sitewide Discounts

26. In addition to discounts listed next to individual products, Defendant also runs sitewide discounts on every product on its website. These include, for example, discounts offering “30% off” and “60% off” and even “80% off” for a limited time period—intended to induce purchases under the guise that the purported discounts are only available for a limited time.

27. As shown below, Defendant ran continuous sitewide discounts on its products during at least August 2021 to December 2022:

August 13, 2021



1 **November 25, 2021**



5

6 **November 29, 2021**



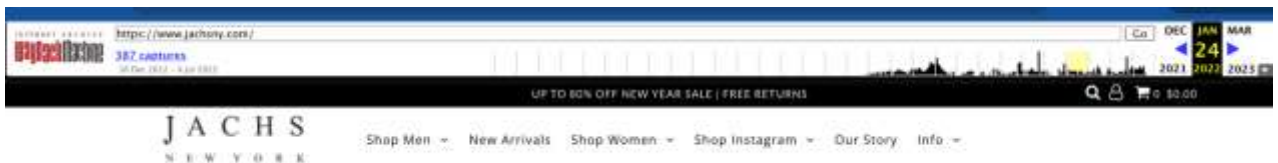
10

11 **January 23, 2022**



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16 **January 24, 2022**



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21 **January 29, 2022**



1 **February 6, 2022**



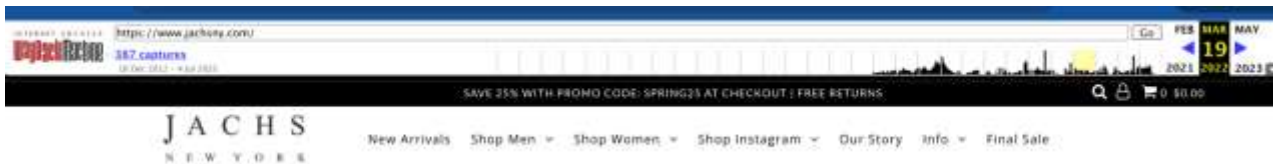
5 **February 18, 2022**



10 **March 4, 2022**



15 **March 19, 2022**



20 **April 3, 2022**



24 **May 12, 2022**



1 May 13, 2022



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7 May 22, 2022



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12 May 24, 2022



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17 June 9, 2022



21

22 July 1, 2022



1 July 5, 2022



5 August 9, 2022



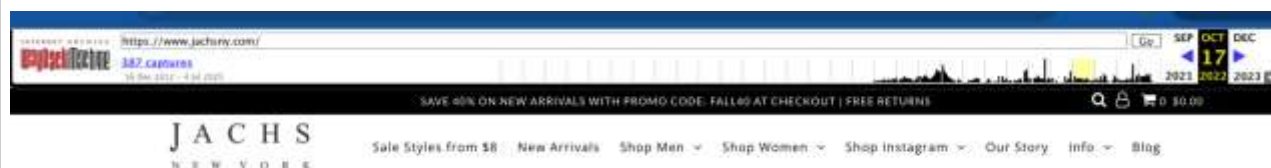
10 August 19, 2022



14 September 6, 2022



18 October 17, 2022



23 November 9, 2022



December 6, 2022December 8, 2022

28. As shown above, throughout August 2021 through December 2022, there were continuous sitewide discounts routinely available on Defendant’s website.

29. The above photos from Defendant’s website are not exhaustive, but are merely examples that demonstrate how it consistently lists its false discounts on the website. Upon investigation by counsel, it appears Defendant has consistently offered site-wide discounts on its website for years.

C. Plaintiff Purchased Products that Were Falsely Advertised as Having Discounts

30. Plaintiff is a resident of Alameda County, California. On or around the following dates, Plaintiff purchased the following products (the “Products”) from the Jachs NY website:

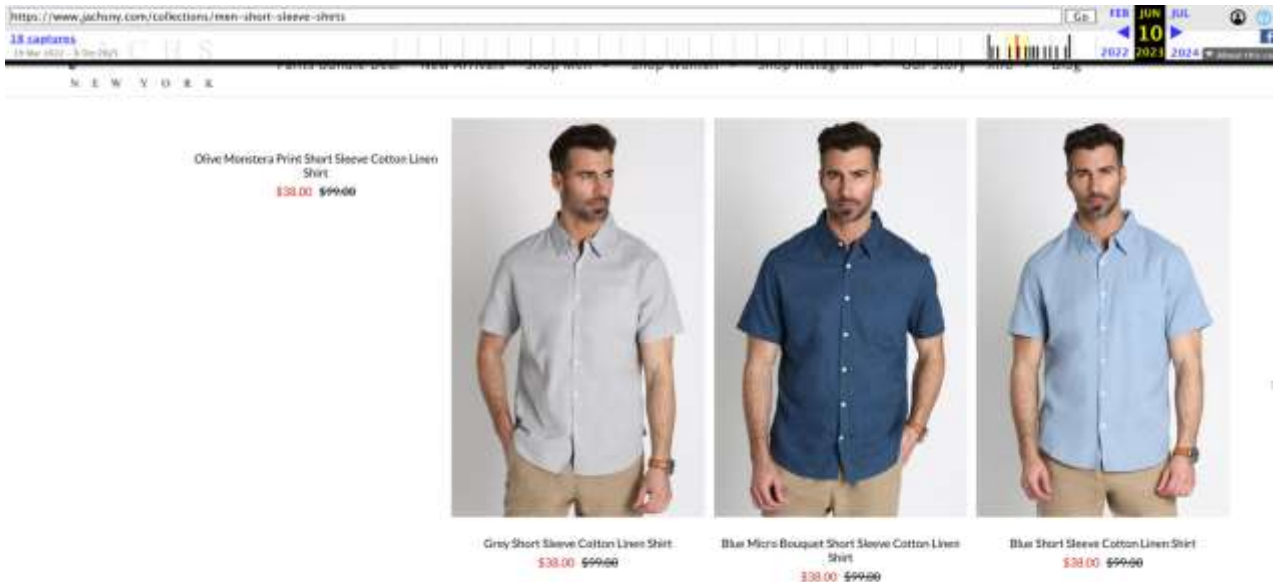
- (1) Navy Brushed Heathered Twill Shirt – purchased on November 29, 2022, for \$29.00 (reference price of \$119)
- (2) Grey Short Sleeve Cotton Linen Shirt – purchased on May 9, 2023, for \$38.00 (reference price of \$99)
- (3) Dark Grey Printed Stretch Knit Oxford Short Sleeve Shirt – purchased on May 9, 2023, for \$38.00 (reference price of \$109)

31. At the time of purchase, Defendant was advertising the Products as having a former sale price of \$119, \$99, and \$109, respectively. The Products’ reference prices were listed as strike through reference prices next to red “discount” or “sale” prices that were less than half the supposed value of the reference price. Plaintiff purchased these Products in reliance on these discounts.

1 32. However, as evidenced by the images below, Defendant did not list or sell these
2 Products for the strikethrough reference prices listed next to the Products for at least the three months
3 prior to Plaintiff's purchase (and actually much longer).

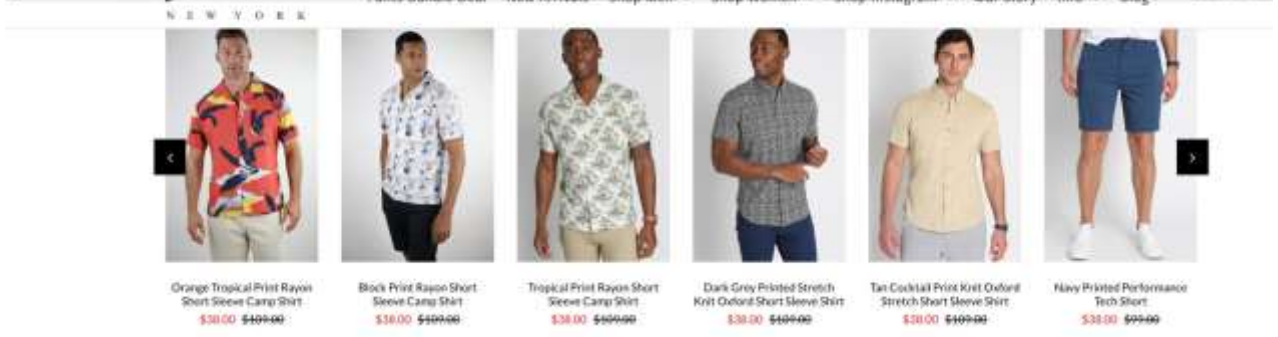
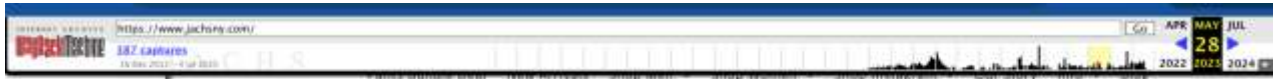
4 33. First, the Navy Brushed Heathered Twill Shirt was purchased at what was presented
5 by Defendant as a roughly 75% discount from the referenced strikethrough price. As shown above,
6 Defendant ran sitewide discounts of up to 80% for at least the three months prior to Plaintiff's
7 purchase of the Navy Brushed Heathered Twill Shirt on November 29, 2022. From August 2021 to
8 at least December 2022, all Products were listed at a continuous discount. Therefore, the
9 strikethrough reference price and corresponding discount on the Navy Brushed Heathered Twill
10 Shirt Product was false.

11 34. Plaintiff purchased the Grey Short Sleeve Cotton Linen Shirt for \$38.00 on May 9,
12 2023. This Product had a false reference price of \$99, and was pictured like below:



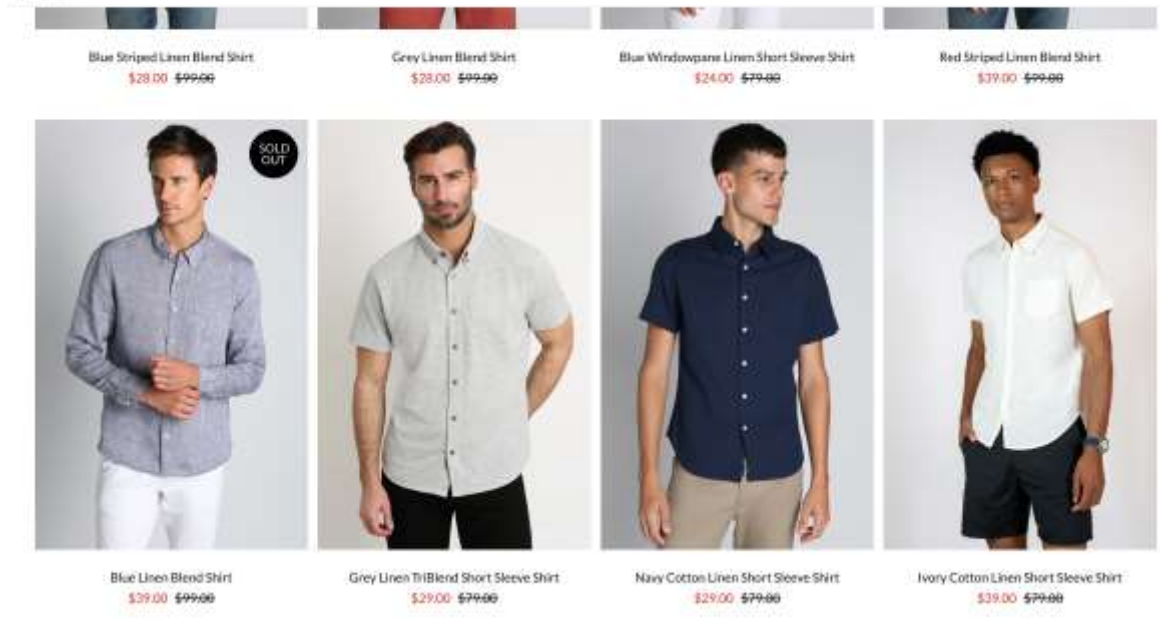
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24 35. Plaintiff purchased the Dark Grey Printed Stretch Knit Oxford Short Sleeve Shirt for
25 \$38.00 on May 9, 2023. This product had a false reference price of \$109, and was pictured like the
26 image below:

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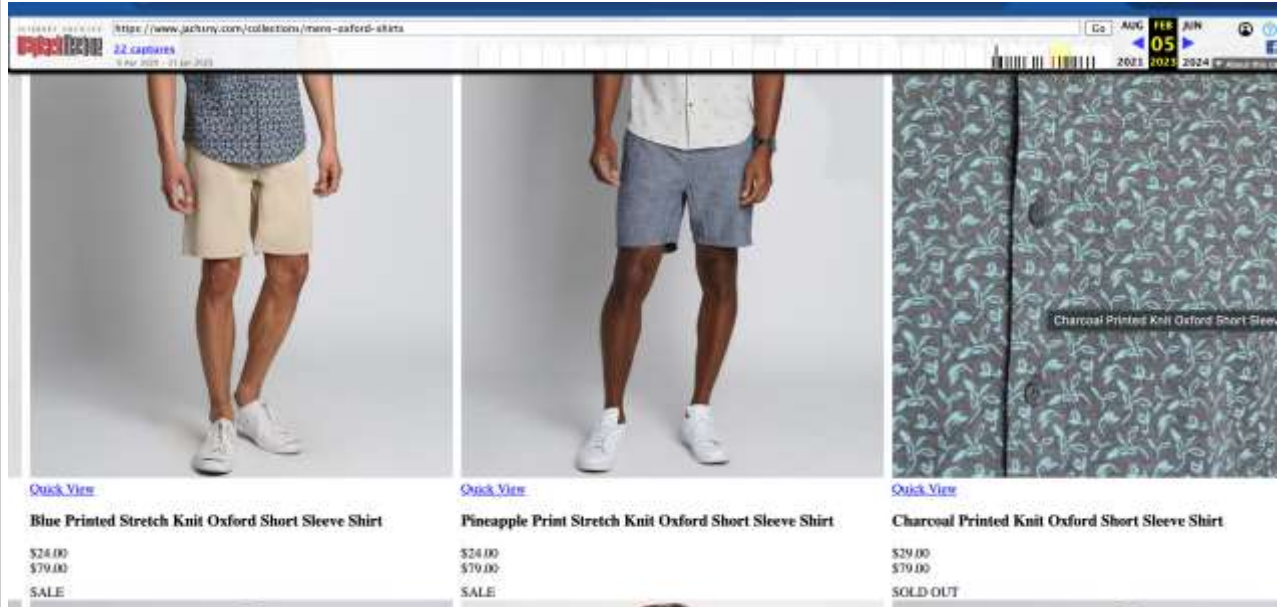


36. For at least the three months prior to this purchase (and actually much longer), Defendant listed all of its short sleeve shirts at discounts with false strikethrough reference prices of \$109 or \$99. None of the short sleeve shirts bought by Plaintiff were ever listed or sold at the reference prices of \$99 or \$109. Prior to March 2023, Defendant listed these short sleeve shirts at even lower prices with lower strike through reference prices. Defendant did not list or sell the Products at the strikethrough reference prices of \$99 or \$109. See short sleeve shirt listings below:

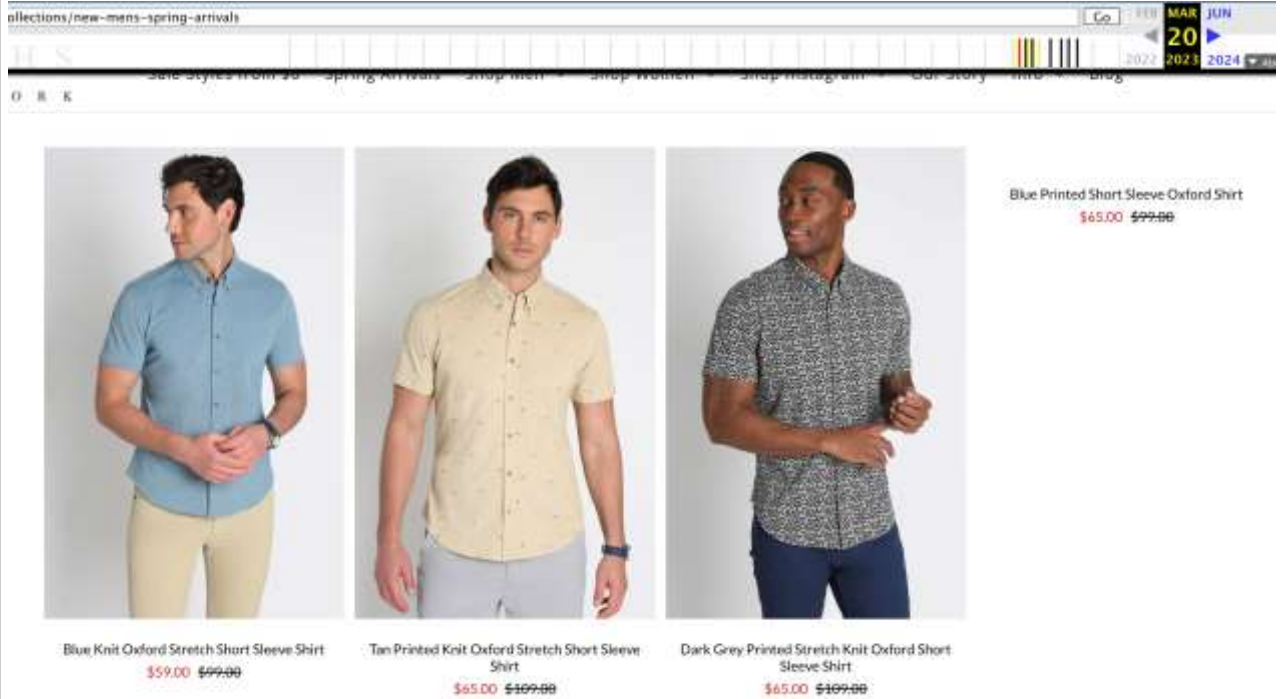
December 9, 2022



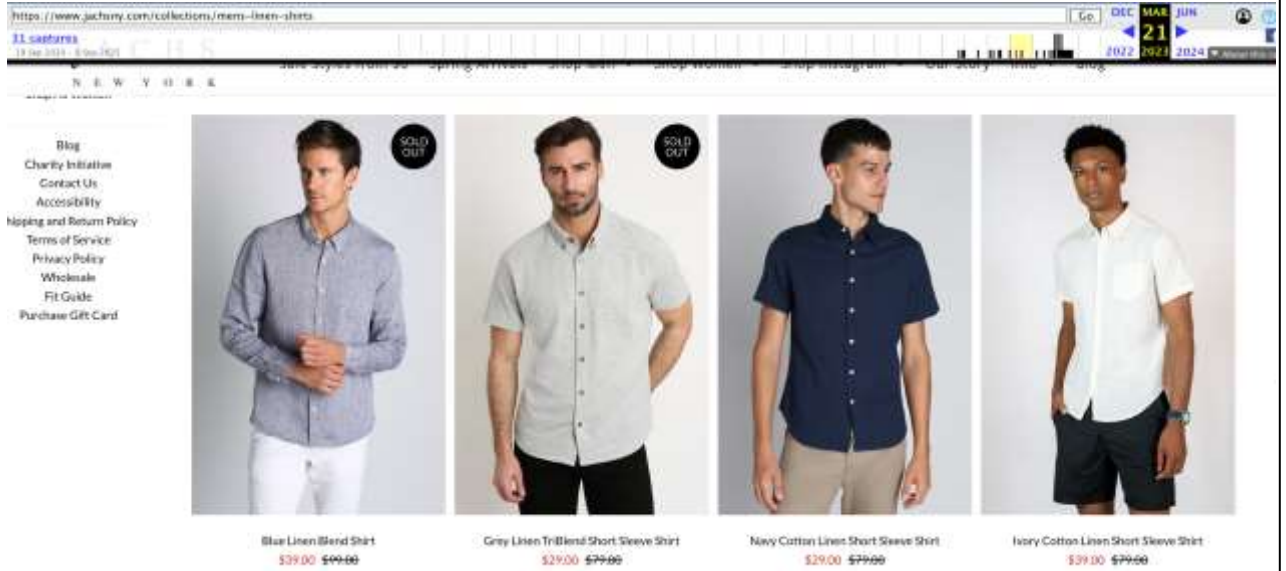
1 February 5, 2023



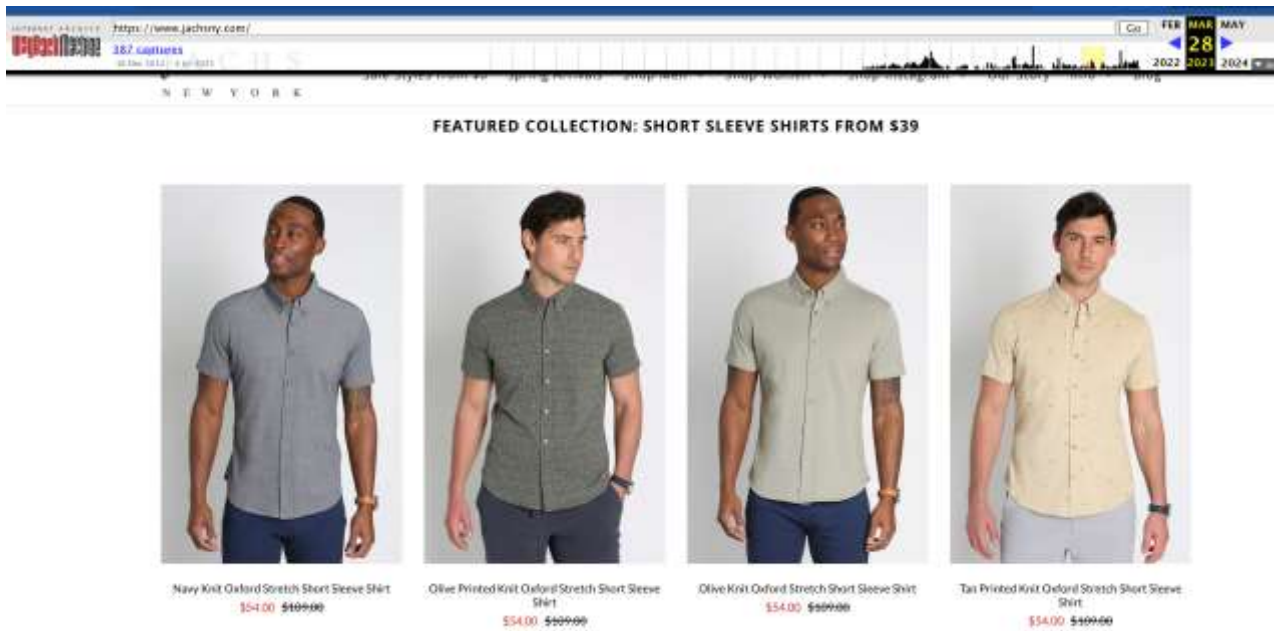
12
13 March 20, 2023



March 21, 2023




March 28, 2023



1 **March 29, 2023**

2 <https://www.jackshony.com/> Go FEB MAR MAY
 3 405 captures 29 2023 2024
 NEW YORK

4 **FEATURED COLLECTION: SHORT SLEEVE SHIRTS FROM \$39**

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12 Navy Knit Oxford Stretch Short Sleeve Shirt \$54.00 ~~\$109.00~~

13 Olive Printed Knit Oxford Stretch Short Sleeve Shirt \$54.00 ~~\$109.00~~


14 Olive Knit Oxford Stretch Short Sleeve Shirt \$54.00 ~~\$109.00~~

15 Tan Printed Knit Oxford Stretch Short Sleeve Shirt \$54.00 ~~\$109.00~~

14 **April 2, 2023**

15 <https://www.jackshony.com/> Go FEB APR MAY
 16 402 captures 02 2022 2023 2024
 NEW YORK

17 **FEATURED COLLECTION: SHORT SLEEVE SHIRTS FROM \$39**

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25 Navy Knit Oxford Stretch Short Sleeve Shirt \$54.00 ~~\$109.00~~

26 Olive Printed Knit Oxford Stretch Short Sleeve Shirt \$54.00 ~~\$109.00~~

27 Olive Knit Oxford Stretch Short Sleeve Shirt \$54.00 ~~\$109.00~~

28 Tan Printed Knit Oxford Stretch Short Sleeve Shirt \$54.00 ~~\$109.00~~


1 **May 5, 2023**


2 <https://www.jacksrv.com/> Go APR MAY JUN 05 2022 2023 2024


3 NEW YORK


4 **FEATURED COLLECTION: SHORT SLEEVE SHIRTS**

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12 Off White Floral Print Short Sleeve Camp Shirt \$38.00 ~~\$119.00~~

13 Navy Knit Oxford Stretch Short Sleeve Shirt \$38.00 ~~\$109.00~~


14 Black Geo Print Short Sleeve Rayon Camp Shirt \$38.00 ~~\$119.00~~


15 Green Leaf Print Rayon Camp Shirt \$38.00 ~~\$109.00~~


14 **May 28, 2023**


16 <https://www.jacksrv.com/> Go APR MAY JUN 28 2022 2023 2024


17 NEW YORK


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28 Orange Tropical Print Rayon Short Sleeve Camp Shirt \$38.00 ~~\$109.00~~

Black Print Rayon Short Sleeve Camp Shirt \$38.00 ~~\$109.00~~

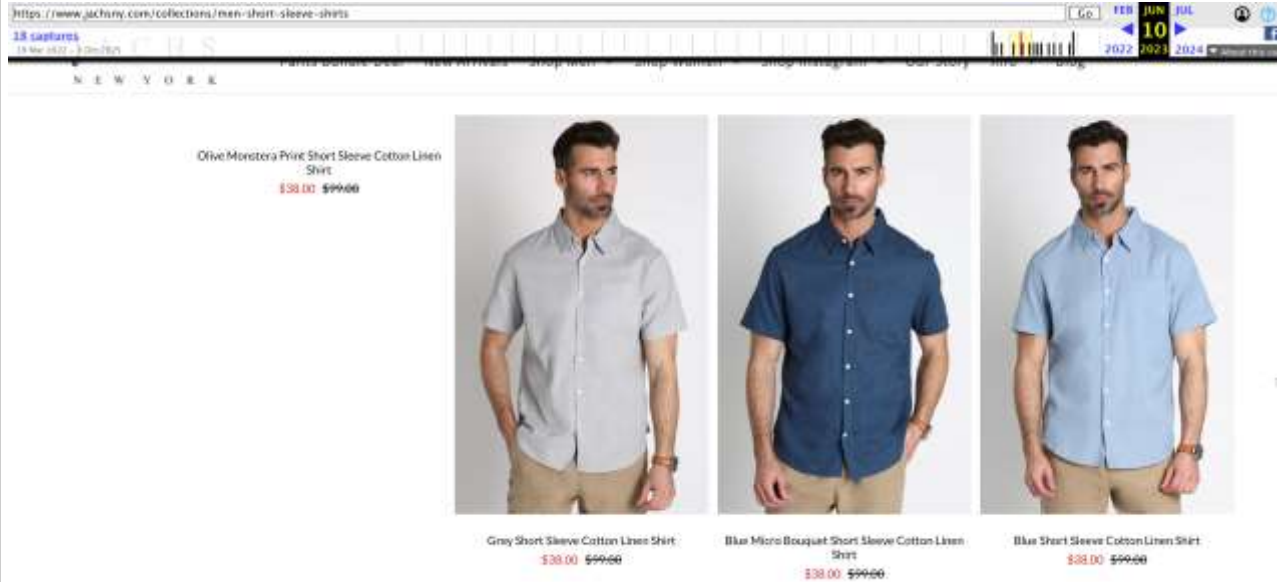
Tropical Print Rayon Short Sleeve Camp Shirt \$38.00 ~~\$109.00~~

Dark Grey Printed Stretch Knit Oxford Short Sleeve Shirt \$38.00 ~~\$109.00~~

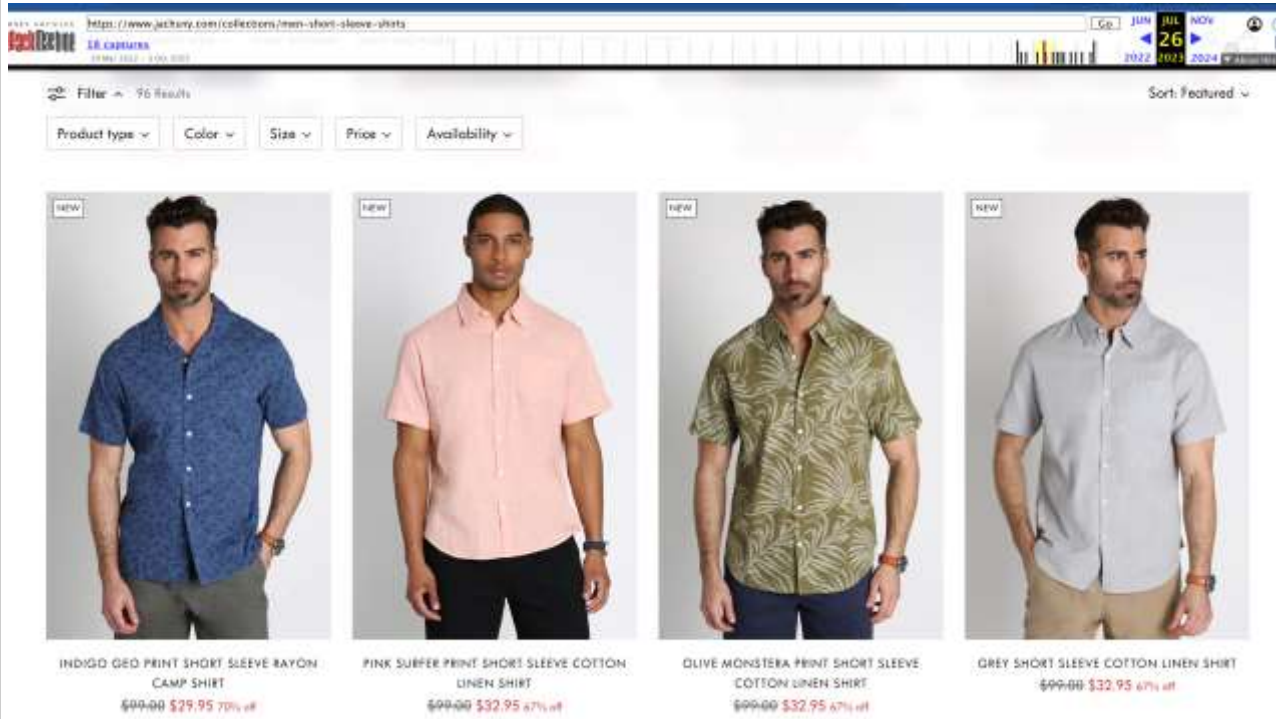
Tan Cocktail Print Knit Oxford Stretch Short Sleeve Shirt \$38.00 ~~\$109.00~~

Navy Printed Performance Tech Short \$38.00 ~~\$99.00~~

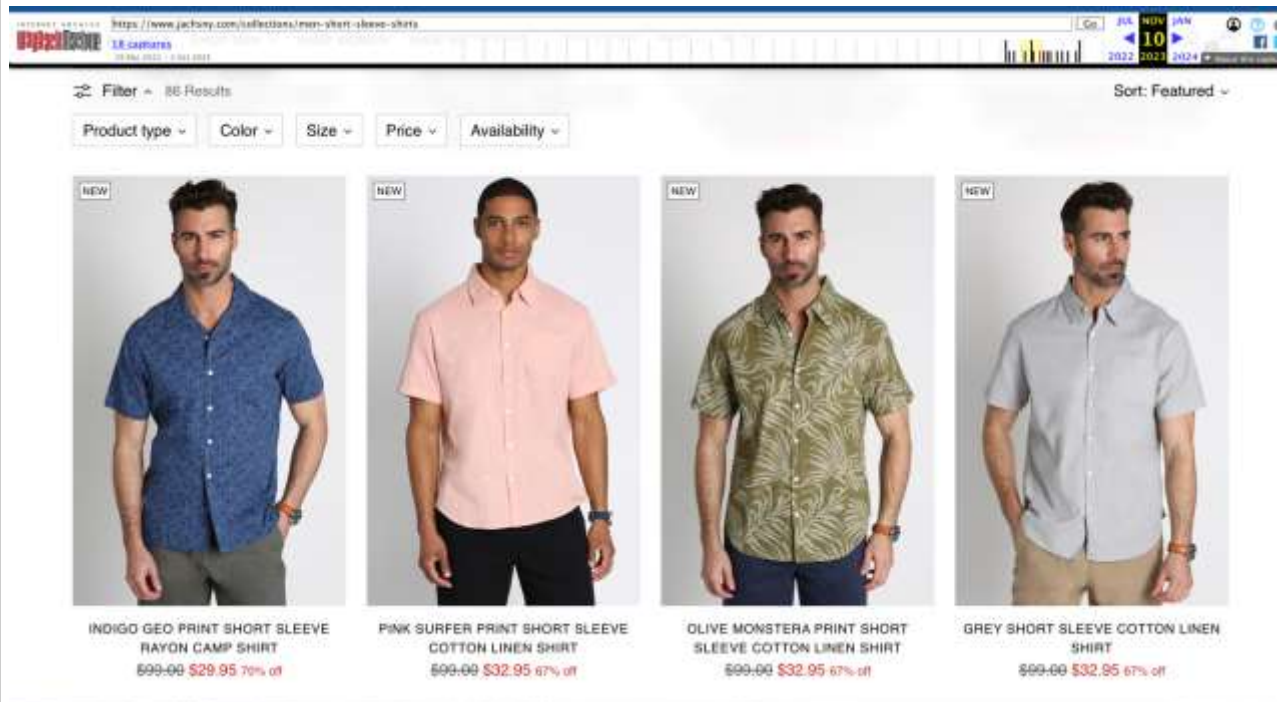
1 **June 10, 2023**



13 **July 26, 2023**



1 November 10, 2023



14 37. As evidenced by Defendant's own website, the short sleeve shirt Products purchased

15 by Plaintiff in May 2023 were not sold at the false reference prices within the three months (and

16 much longer) prior to Plaintiff's purchase. For nearly a year (and likely much longer), Defendant

17 listed these short sleeve shirt Products at discounts with the same or similar reference prices.

18 38. In addition to the false reference prices listed next to individual products like the one

19 Plaintiff purchased, Defendant also advertises sitewide discounts across its website at all times, as

20 further described above. From at least August 2021 to November 2022 (and likely much longer),

21 Defendant advertised sitewide discounts on all of the products on its website.

22 39. Plaintiff relied on Defendant's representations on the website that the Products were

23 being offered at a discount and that previously they were listed and sold on the website at the stated

24 reference price within the three months immediately preceding Plaintiff's purchase.

25 40. The above-listed Products Plaintiff purchased was not substantially marked down or

26 discounted, and any discount he was receiving had been grossly exaggerated.

27

28

1 41. For at least the 90-day period prior to Plaintiff’s purchase, and even months and years
2 more, Defendant did not list or sell any of the Products for sale on its website at their reference
3 prices.

4 42. Plaintiff would not have purchased the Products, and would not have been willing to
5 pay the purported sale price, if he had known the Products were not discounted as advertised, and
6 that he was not receiving the advertised discounts.

7 43. Upon information and belief, Defendant enacts the same false discount scheme with
8 many, if not all, of the Products listed on its website

9 ***D. The Reference Prices Are Not the Prevailing Market Price of the Products, Including***
10 ***During the Rolling 90-day Period Prior to the Offering and/or Purchase***

11 44. Upon information and belief, Defendant is the sole manufacturer and primary seller
12 of the Products. As the primary seller of the Products, Defendant sets the prevailing market price—
13 most sales are made at Defendant’s prices, because Defendant is the one making the sales.

14 45. In short, because the Products are most commonly sold by Defendant on its website,
15 they are most commonly sold for the discounted prices that are always available from Defendant
16 (across all Defendant’s sales channels), and these prices represent the prevailing market prices.

17 **II. Research Shows That Reference Price Advertising Influences Consumer Behavior and**
Perceptions of Value

18 46. The effectiveness of Defendant’s deceitful pricing scheme is backed by longstanding
19 research.

20 47. “By creating an impression of savings, the presence of a higher reference price
21 enhances subjects’ perceived value and willingness to buy the product.”¹ Thus, “empirical studies
22 indicate that, as discount size increases, consumers’ perceptions of value and their willingness to
23 buy the product increase, while their intention to search for a lower price decreases.”² For this
24 reason, the Ninth Circuit in *Hinojos* held that a plaintiff making a claim of deceptive pricing (similar
25

26 ¹ Dhruv Grewal & Larry D. Compeau, *Comparative Price Advertising: Informative or Deceptive?*,
27 11 J. Pub. Pol’y & Mktg. 52, 55 (Spring 1992).

28 ² *Id.* at 56.

1 to the claim at issue here) had standing to pursue his claim against the Defendant retailer. In doing
2 so, the Court observed that “[m]isinformation about a product’s ‘normal’ price is . . . significant to
3 many consumers in the same way as a false product label would be.” *Hinojos v. Kohl’s Corp.*, 718
4 F.3d 1098, 1106 (9th Cir. 2013).

5 48. “[D]ecades of research support the conclusion that advertised reference prices do
6 indeed enhance consumers’ perceptions of the value of the deal.”³ According to academic studies,
7 “[c]onsumers are influenced by comparison prices even when the stated reference prices are
8 implausibly high.”⁴

9 49. Further, consumers are more likely to buy a product if they believe that the product
10 is on sale and that they are getting a product with a higher regular price and/or market value at a
11 substantial discount.

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

19 ³ Dhruv Grewal & Larry D. Compeau, *Comparative Price Advertising: Believe It or Not*, J. of
20 Consumer Affairs, Vol. 36, No. 2, at 287 (Winter 2002).

21 ⁴ *Id.*

22 ⁵ Khalid Saleh, *How Discounts Affect Online Consumer Buying Behavior*, Invesp, June 16, 2024,
23 <https://www.invespcro.com/blog/how-discounts-affect-online-consumer-buying-behavior/>
(last visited September 11, 2024).

24 ⁶ RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases Online,
25 Especially Among Millennial Buyers PR NEWSWIRE (April 25, 2018), <https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html#:~:text=In%2DLanguage%20News-.RetailMeNot%20Survey%3A%20Deals%20and%20Promotional%20Offers%20Drive%20Incremental%20Purchases%20Online,finding%20a%20coupon%20or%20discount>
26 [.RetailMeNot%20Survey%3A%20Deals%20and%20Promotional%20Offers%20Drive%20Incremental%20Purchases%20Online,finding%20a%20coupon%20or%20discount](https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html#:~:text=In%2DLanguage%20News-.RetailMeNot%20Survey%3A%20Deals%20and%20Promotional%20Offers%20Drive%20Incremental%20Purchases%20Online,finding%20a%20coupon%20or%20discount)
27 (last visited September 11, 2024).

1 51. Another academic journal explains that “[r]eference price ads strongly influence
2 consumer perceptions of value ... Consumers often make purchases not based on price but because
3 a retailer assures them that a deal is a good bargain. This occurs when ... the retailer highlights the
4 relative savings compared with the prices of competitors ... [T]hese bargain assurances (Bas)
5 change consumers’ purchasing behavior and may deceive consumers.”⁷

6 52. “[R]esearch has shown that retailer-supplied reference prices clearly enhance buyers’
7 perceptions of value” and “have a significant impact on consumer purchasing decisions.”⁸

8 53. “[R]eference prices are important cues consumers use when making the decision
9 concerning how much they are willing to pay for the product.”⁹ This study also concluded that
10 “consumers are likely to be misled into a willingness to pay a higher price for a product simply
11 because the product has a higher reference price.”¹⁰

12 54. Accordingly, research confirms that deceptive advertising through false reference
13 pricing is intended to, and does, influence consumer behavior by artificially inflating consumer
14 perceptions of an item’s value and causing consumers to spend money they otherwise would not
15 have, purchase items they otherwise would not have, and/or purchase products from a specific
16 retailer.

17 ***A. Consumers Suffered Harm***

18 55. Based on Defendant’s advertisements, reasonable consumers would expect that the
19 listed regular prices are the regular prices at which Defendant usually sells its Products.
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21
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23 ⁷ Joan Lindsey-Mullikin & Ross D. Petty, *Marketing Tactics Discouraging Price Search: Deception*
24 *and Competition*, 64 J. of Bus. Research 67 (January 2011).

25 ⁸ Praveen K. Kopalle & Joan Lindsey-Mullikin, *The Impact of External Reference Price On*
Consumer Price Expectations, 79 J. of Retailing 225 (2003).

26 ⁹ Jerry B. Gotlieb & Cyndy Thomas Fitzgerald, *An Investigation Into The Effects of Advertised*
27 *References Prices On the Price Consumers Are Willing To Pay For the Product*, 6 J. of App’d Bus.
Res. 1 (1990).

28 ¹⁰ *Id.*

1 56. Reasonable consumers would also expect that, if they purchase during the sale, they
2 will receive an item whose regular or former price is the advertised regular or former price and that
3 they will receive the advertised discount from the regular or former purchase price

4 57. Plaintiff and consumers paid a “price premium” for the Products. If the reference
5 prices were omitted from the product listings, the Plaintiff would not have purchased the Products,
6 or would not have been willing to pay the purported sale price for the Products.

7 58. Also, as further described above, Plaintiff and consumers are more likely to buy the
8 Products if they believe that the product is on sale and that they are getting Products with a higher
9 regular or former price at a substantial discount.

10 59. Thus, Defendant’s advertisements harm consumers by inducing them to make
11 purchases based on false information. Not only do Defendant’s Products have a market value lower
12 than the falsely promised regular price; the value of the products is also lower than the “sale” price.
13 By using false reference pricing, Defendant’s advertisements artificially increase consumer demand
14 for Defendant’s Products. This puts upward pressure on the prices that Defendant can charge for its
15 Products. As a result, Defendant can charge a price premium for its Products that it would not be
16 able to charge absent the misrepresentations described above, and consumers received a product
17 worth less than the price paid.

18 **III. Defendant’s Deceptive Pricing Practices Violate Federal and California State Law**

19 60. The Federal Trade Commission Act (“FTCA”) prohibits “unfair or deceptive acts or
20 practices in or affecting commerce.” 15 U.S.C. § 45(a)(1). Under 16 C.F.R. § 233.1, which is titled
21 Former Price Comparisons, the FTC prohibits such misleading price comparisons as the ones
22 employed by Defendant:

- 23 (a) One of the most commonly used forms of bargain advertising is to offer a
24 reduction from the advertiser’s own former price for an article. If the *former*
25 *price* is the actual, bona fide price at which the article was offered to the public
26 *on a regular basis for a reasonably substantial period of time*, it provides a
27 legitimate basis for the advertising of a price comparison. Where the former
28 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 of enabling*
the subsequent offer of a large reduction – the “bargain” being advertised *is a*
false one; the purchaser is not receiving the unusual value he expects.

1
2 (b) A former price is not necessarily fictitious merely because no sales at the
3 advertised price were made. The advertiser should be especially careful,
4 however, in such a case, that the price is one at which the product was openly
5 and actively offered for sale, for a reasonably substantial period of time, in the
6 recent, regular course of her business, honestly and in good faith – and, of
7 course, not for the purpose of establishing a fictitious higher price on which a
8 deceptive comparison might be based.

9
10 (c) The following is an example of a price comparison based on a fictitious former
11 price. John Doe is a retailer of Brand X fountain pens, which cost him \$5 each.
12 His usual markup is 50 percent over cost; that is, his regular retail price is \$7.50
13 in order subsequently to offer an unusual “bargain,” Doe begins offering Brand
14 X at \$10 per pen. He realizes that he will be able to sell no, or very few, pens at
15 this inflated price. But he doesn’t care, for he maintains that price for only a few
16 days. Then he “cuts” the price to its usual level—\$7.50—and advertises:
17 “Terrific Bargain: X Pens, Were \$10, Now Only \$7.50!” *This is obviously a false*
18 *claim*. The advertised “bargain” is not genuine.

19 (d) Other illustrations of fictitious price comparisons could be given. An advertiser
20 might use a price at which he *never offered the article at all*; he might feature a
21 price which was *not used in the regular course of business*, or which was *not*
22 *used in the recent past* but at some remote period in the past, without making
23 disclosure of that fact; he might use a price that was not openly offered to the
24 public, or that was *not maintained for a reasonable length of time*, but was
25 immediately reduce.

26 16 C.F.R. § 233.1 (emphasis added).

27 61. The FTCA expressly prohibits the advertising of fictitious former prices, like the
28 scheme employed by Defendant, regardless of whether the product advertisements and
representations use the words “regular,” “original,” or “former” price:

29 (e) If the former price is set forth in the advertisement, whether accompanied or not
30 by descriptive terminology such as “Regularly,” “Usually,” “Formerly,” etc., the
31 advertiser should make certain that the former price is not a fictitious one. If the
32 former price, or the amount or percentage of reduction, is not stated in the
33 advertisement, as when the ad merely states, “Sale,” the advertiser must take
34 care that the amount of reduction is not so insignificant as to be meaningless. It
35 should be sufficiently large that the consumer, if he knew what it was, would
36 believe that a genuine bargain or saving was being offered. An advertiser who
37 claims that an item has been “Reduced to \$9.99,” when the former price was
38 \$10, is misleading the consumer, who will understand the claim to mean that a
much greater, and not merely nominal, reduction was being offered.

1 16 C.F.R. § 233.1.

2 62. Defendant’s pricing scheme directly violates the FTCA.

3 63. In addition, Section California’s False Advertising Law prohibits businesses from
4 making statements they know or should know to be untrue or misleading. Cal. Bus. & Prof. Code §
5 17500. This includes statements falsely suggesting that a product is on sale, when it actually is not.

6 64. California’s False Advertising Law further provides that “[n]o price shall be
7 advertised as a former price ... unless the alleged former price was the prevailing market price ...
8 within three months next immediately preceding” the advertisement. Cal. Bus. & Prof. Code §
9 17501.

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

14 66. And finally, California’s unfair competition law bans unlawful, unfair, and deceptive
15 business practices. *See* Cal. Bus. & Prof. Code § 17200.

16 67. Here, as described above, Defendant makes untrue and misleading statements about
17 its prices. Defendant advertises regular prices that are not its regular prices, or its former prices, and
18 were not the prevailing market price in the three months immediately preceding the advertisement.
19 In addition, Defendant advertised goods or services with the intent not to sell them as advertised,
20 for example, by advertising goods having certain former prices without the intent to sell goods
21 having those former prices. Defendant made false and misleading statements of fact concerning the
22 reason for, existence of, and amounts of price reductions, including the existence of steep discounts,
23 and the amounts of price reductions resulting from those discounts. And Defendant engaged in
24 unlawful and deceptive business practices.

25 **CLASS ALLEGATIONS**

26 68. Plaintiff brings this action individually and on behalf of all others similarly situated.

27 The proposed class is defined as:
28

1 **The Class:**

2 All persons residing in the State of California who, during the applicable limitations
3 period, purchased one or more items from Defendant, at a represented discount from
4 a higher reference price.

5 69. Excluded from the Class is Defendant, its subsidiaries and affiliates, officers,
6 directors, the members of their immediate families, and any entity in which any Defendant has a
7 controlling interest, to include the legal representatives, heirs, successors, or assigns of any such
8 excluded party. Also excluded are the judicial officer(s) to whom this action is assigned, and the
9 members of their immediate families.

10 70. Plaintiff reserves the right to modify or amend the definition of the proposed Class
11 if necessary, before this Court determines whether certification is appropriate.

12 71. This case is properly brought as a class action under Fed. R. Civ. P. 23(b)(2) and
13 (b)(3) and all requirements are met for the reasons set forth in the following paragraphs.

14 72. *Numerosity.* The members of the Class are so numerous that separate joinder of each
15 member is impracticable. Upon information and belief, and subject to discovery, the Class consist
16 of many thousands of members, the identity of whom are within the exclusive knowledge of
17 Defendant and can be ascertained only by resorting to Defendant's records, discovery, and other
18 third-party sources.

19 73. *Commonality.* There are numerous questions of law and fact common to the Class
20 relating to Defendant's business practices challenged herein, and those common questions
21 predominate over any questions affecting only individual Class members. The common questions
22 include:

- 23 ○ Whether Defendant's labeling, advertising, and marketing of the Products is false
24 and misleading;
- 25 ○ Whether Defendant advertised false reference prices on Products offered on its
26 website;
- 27 ○ Whether Defendant advertised price discounts from the false reference prices on
28 the Products offered on the websites;

- 1 ○ Whether the Products listed on Defendant’s websites were offered at their
- 2 reference price for a reasonably substantial period of time during the three
- 3 months prior to being offered at prices that were discounted from their reference
- 4 prices;
- 5 ○ Whether the Products listed on Defendant’s websites were offered at their
- 6 reference price within the three months preceding purchases by Plaintiff and class
- 7 members;
- 8 ○ Whether Defendant’s misrepresentations were material to reasonable consumers;
- 9 ○ Whether Defendant engaged in unlawful or unfair conduct prohibited by the
- 10 California UCL;
- 11 ○ Whether Defendant engaged in conduct prohibited by the California FAL;
- 12 ○ Whether Defendant violated the CLRA’s prohibition on unfair methods of
- 13 competition and/or unfair and deceptive practices;
- 14 ○ Whether Defendant violated the FTCA;
- 15 ○ Whether Defendant harmed the Plaintiff and members of the Class;
- 16 ○ The proper measure of damages; and
- 17 ○ The declaratory and injunctive relief to which the Class is entitled.

18 74. *Typicality.* Plaintiff’s claims are typical of the claims of the other Class members in
19 that they arise out of the same wrongful business practices engaged in by Defendant, as described
20 herein.

21 75. *Adequacy of Representation.* Plaintiff is an adequate representative of the Class
22 because Plaintiff has sustained damage as a result of Defendant’s uniform conduct. In addition:

- 23 ○ Plaintiff is committed to the vigorous prosecution of this action individually and
- 24 on behalf of and all others similarly situated and have retained competent counsel
- 25 experienced in the prosecution of class actions and, in particular, class actions on
- 26 behalf of consumers against financial institutions;
- 27 ○ There is no hostility of interest between Plaintiff and the unnamed Class
- 28 members;

1 81. The UCL defines unfair competition to include any “unlawful, unfair or fraudulent
2 business act or practice.” Cal. Bus. & Prof. Code § 17200.

3 82. Defendant violated the UCL by engaging in “unlawful, unfair, and fraudulent
4 business acts or practices” and engaging in “unfair, deceptive, untrue or misleading advertising,”
5 including advertising false and deceptive reference prices on its Products. Cal. Bus. & Prof. Code §
6 17200.

7 **a. Unlawful Prong**

8 83. As a result of engaging in the conduct alleged in this Complaint, Defendant has
9 violated the UCL’s proscription against engaging in “unlawful” conduct by virtue of their violations
10 of the following laws:

11 (1) **California Bus. & Prof. Code §§ 17500, 17501:** As further detailed in this
12 Complaint, Defendant violated California’s False Advertising Law, Cal. Bus. & Prof.
13 Code §§ 17500 and 17501.

14 (2) **The Federal Trade Commission Act:** As detailed in this Complaint,
15 Defendant violated 16 C.F.R. §§ 233.1 and 233.5.

16 (3) **Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1770(a):** As
17 alleged below, Defendant’s conduct, individually and collectively, violates section
18 1770(a)(5), (7), (9), and (13) of the CLRA. Therefore, Defendant has also violated the
19 UCL’s “unlawful” provision.

20 84. Plaintiff reserves the right to allege other violations of law, which constitute other
21 unlawful business acts or practices. Such conduct is ongoing and continues to this date. Unless
22 restrained and enjoined, Defendant will continue to engage in the unlawful conduct described herein.

23 85. Defendant’s conduct caused and continues to cause substantial injury to Plaintiff and
24 the Class. As described herein, Defendant made false and deceptive advertisements and
25 representations regarding the reference prices on the Products it claimed were on sale. But for
26 Defendant’s unlawful and unfair conduct, Plaintiff and Class members would not have purchased
27 the Products.

28

1 86. Plaintiff has suffered injury in fact and has lost money as a result of Defendant's
2 conduct.

3 87. Accordingly, Plaintiff and Class Members seek restitution from Defendant of all
4 money obtained from Plaintiff and the Class as a result of Defendant's unlawful acts.

5 **b. Unfair Prong**

6 88. As a result of engaging in the conduct alleged herein, Defendant has violated the
7 UCL's proscription against "unfair" business practices.

8 89. Under the UCL, a business act or practice is "unfair" if the Defendant's conduct is
9 substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive,
10 and unscrupulous, as the benefits for committing such acts or practices are outweighed by the gravity
11 of the harm to the alleged victims.

12 90. Defendant's unfair conduct alleged in the Complaint is illegal, deceptive, unethical,
13 and unscrupulous. Under federal and state law, making false and deceptive claims about products
14 being marketed and sold to consumers violates the UCL.

15 91. Defendant's deceptive marketing gave consumers the false impression that their
16 products were regularly listed or sold on the websites for a substantially higher price in the recent
17 past than they were and, thus, led to the false impression that Defendant's products were being sold
18 at a discount to a regular price.

19 92. Furthermore these acts and practices offend public policy by violating the CLRA and
20 the California False Advertising Law ("FAL"), Cal. Bus. & Prof. Code 17500, *et seq.*

21 93. Defendant's conduct was and continues to be of no benefit to purchasers of the
22 Products, as it is misleading, unfair, unlawful, and is injurious to consumers.

23 94. Therefore, Defendant's conduct was and continues to be "unfair."

24 95. Defendant's violations of the UCL continue to this day. Unless restrained and
25 enjoined, Defendant will continue to engage in the unfair conduct described herein, and Plaintiff
26 would buy again from Defendant if he knew that the pricing misrepresentations were halted and if
27 they had the opportunity to evaluate the actual prevailing price and actual discount prices of the
28 Products.

1 96. Defendant’s violations of the UCL continue to this day. Unless restrained and
2 enjoined, Defendant will continue to engage in the unfair conduct described herein.

3 97. Defendant’s conduct caused and continues to cause substantial injury to Plaintiff, as
4 well as the Class members.

5 98. The harm to Plaintiff and members of the Class outweighs the utility of Defendant’s
6 practices. There were reasonably available alternatives to further Defendant’s legitimate business
7 interests, other than the unfair conduct described herein.

8 99. Accordingly, Plaintiff and the Class seek restitution from Defendant of all money
9 obtained from Plaintiff and the Class members as a result of Defendant’s unfair competition.

10 ***c. Fraudulent Prong***

11 100. As a result of engaging in the conduct alleged herein, Defendant has violated the
12 UCL’s proscription against “fraudulent” business practices.

13 101. Under the UCL, a business act or practice is “fraudulent” if it actually deceives or is
14 likely to deceive members of the consuming public. Defendant affirmatively misrepresented the
15 reference prices of products which, in turn, misled and deceived consumers into believing that they
16 were buying products at substantially discounted prices. Defendant’s deceptive marketing gave
17 consumers the false impression that its products were regularly listed or sold on the website for a
18 substantially higher price in the previous three months. Because Defendant misled Plaintiff and
19 members of the Class, Defendant’s conduct was “fraudulent.”

20 102. Defendant’s advertisements concerning the reference price of Products on its
21 websites were fraudulent business acts in violation of the UCL. These acts were reasonably likely
22 to deceive consumers, and in fact did deceive Plaintiff and induce him into purchasing Defendant’s
23 Products.

24 103. Defendant knew its Products were not actually sold at the higher reference price for
25 a three month period of time preceding Plaintiff’s and class members’ purchases.

26 104. Defendant had a duty to disclose the truth about its pricing deception, including that
27 the reference prices advertised on its website were not, in fact, prices at which Defendant’s items
28

1 were listed or sold on the website in the previous three months, but in truth, the products never (or
2 rarely) were offered or sold at the reference prices.

3 105. Defendant made these statements with the intention that Plaintiff would see them and
4 rely on them to purchase their Products, and, in fact, Plaintiff did rely on Defendant's fraudulent
5 misrepresentations on Defendant's websites when purchasing the Products.

6 106. If not for Defendant's fraudulent acts and practices, Plaintiff would not have
7 purchased the Products.

8 107. As a result, Plaintiff and Class Members suffered substantial injury and lost money
9 due to Defendant's conduct.

10 108. There were reasonably available alternatives to further Defendant's legitimate
11 business interests, other than the conduct described herein. As a result of Defendant's fraudulent
12 business acts and practices, Defendant has and continues to fraudulently obtain money from Plaintiff
13 and Class Members.

14 109. Plaintiff requests that this Court cause Defendant to restore this unlawfully, unfairly,
15 and fraudulently obtained money to them, and members of the Class, to disgorge the profits
16 Defendant made on these transactions, and to enjoin Defendant from violating the UCL or violating
17 it in the same fashion in the future.

18 110. Plaintiff has no adequate remedy at law to address Defendant's unlawful conduct.
19 The legal remedies available to Plaintiff are not equally prompt, certain, efficient, or complete as
20 equitable relief. Whereas equitable claims may be tried by the court, legal claims are tried by jury,
21 which may result in delay or additional expense. Further, the Court's discretion in fashioning
22 equitable relief extends broader than legal damages and can be awarded in situations where
23 establishing entitlement to damages may prove difficult, including under claims, such as the UCL,
24 where the necessary elements differ from those governing legal claims.

25 **SECOND CAUSE OF ACTION**
26 **VIOLATION OF CALIFORNIA'S FALE ADVERTISING LAW ("FAL")**
27 **Cal. Bus. & Prof. Code §§ 17500, *et seq***
28 **(On behalf of Plaintiff and the Class)**

1 111. Plaintiff hereby incorporate by reference the allegations contained in the preceding
2 paragraphs of this Complaint.

3 112. This Claim is brought on behalf of the California class, which is referred to in this
4 section as the “Class.”

5 113. The California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500,
6 *et seq.*, by states, in part, that:

7 It is unlawful for any person, firm, corporation or association, or any employee
8 thereof with intent directly or indirectly to dispose of real or personal property or
9 to perform services, professional or otherwise, or anything of any nature
10 whatsoever or to induce the public to enter into any obligation relating thereto, to
11 make or disseminate or cause to be made or disseminated before the public in this
12 state, or to make or disseminate or cause to be made or disseminated from this state
13 before the public in any state, in any newspaper or other publication, or any
14 advertising device, or by public outcry or proclamation, or in any other manner or
15 means whatever, including over the Internet, any statement, concerning that real or
16 personal property or those services, professional or otherwise, or concerning any
17 circumstance or matter of fact connected with the proposed performance or
18 disposition thereof, **which is untrue or misleading, and which is known, or
19 which by the exercise of reasonable care should be known, to be untrue or
20 misleading...**

21 Cal. Bus. & Prof. Code § 17500. (emphasis added).

22 114. A separate section of the FAL, Cal. Bus. & Prof. Code § 17501, also provides that:

23 For the purposes of this article the worth or value of any thing advertised is the
24 prevailing market price, wholesale if the offer is at wholesale, retail if the offer is
25 at retail, at the time of publication of such advertisement in the locality wherein the
26 advertisement is published.

27 No price shall be advertised as a *former price* of any advertised thing, unless the
28 alleged former price was the *prevailing market price* as above defined within *three
months next immediately preceding* the publication of the advertisement of unless
the date when the alleged former price did prevail is clearly, exactly and
conspicuously stated in the advertisement.

Cal. Bus. & Prof. Code § 17501. (emphasis added).

115. As used in the FAL:

(a) The term “prevailing market price” refers to the “retail price” if the offer is at
retail.”

1 (b) The term “advertised thing” refers to the exact same product offered—*not* an
2 equivalent or similar product. *People v. Superior Ct. (J.C. Penney Corp.)*, 24 Cal
3 App. 5th 376, 412 (2019) (“if the advertisement specifies a precise item—say, by
4 reference to name, brand, or other distinctive features ... the market and therefore
5 the market price is potentially determined on the basis of sales of *that item only*.”)
6 (emphasis added).

7 (c) The term “ ‘former price’ ... includes but is not limited to the following words
8 and phrases when used in connection with advertised prices: ‘formerly—,’
9 ‘regularly—,’ ‘usually—,’ ‘originally—,’ ‘reduced from __,’ ‘was __ now __,’
10 ‘__% off.’” 4 Cal. Code Regs., § 1301 (emphasis added).

11 (d) The “three-month period is properly construed as a ‘rolling’ period, that is, one
12 whose beginning and end changes each day, thus requiring a daily recalculation
13 of the prevailing market price during the three-month period.” *People v. Superior*
14 *Ct. (J.C. Penney Corp.)*, 24 Cal App. 5th 376, 416 n.26 (2019) (emphasis added).

15 116. Defendant violated Cal. Bus. & Prof. Code § 17500.

16 117. Defendant violated Cal. Bus. & Prof. Code § 17501.

17 118. As alleged more fully above, Defendant advertises former prices along with
18 discounts on its websites. Defendant does this, for example, by crossing out a higher price (e.g.
19 \$150) and displaying it next to a lower, discounted price. Reasonable consumers would understand
20 prices denoted as regular prices from which time-limited discounts are calculated to denote “former”
21 prices, i.e., the prices that Defendant charges before the discount went into effect.

22 119. The reference prices advertised as former or regular prices on Defendant’s websites
23 are not former or regular prices under the FAL. Defendant rarely, if ever, offered Products on the
24 websites at the reference prices within three months immediately preceding the publication of the
25 reference prices. Additionally, the reference prices shown were not the prevailing market prices for
26 the Products in the three months immediately preceding the publication.

1 120. Defendant did not verify that the advertised reference prices were the prevailing
2 market prices within the preceding three months. On information and belief, Defendant had no
3 policies or procedures to verify and update the reference prices on a daily basis.

4 121. Defendant's misrepresentations were intended to induce reliance, and Plaintiff saw,
5 read, and reasonably relied on the false reference prices when purchasing Defendant's Products.
6 Defendant's misrepresentations were a substantial factor in the Plaintiff's purchase decisions.

7 122. Plaintiff relied on Defendant's false advertisements with regard to the Products, at
8 the time of purchase.

9 123. As a result of Defendant's violation of the FAL, Plaintiff and Class Members
10 suffered substantial injury and lost money.

11 124. Pursuant to Cal. Bus. & Prof. Code § 17535, this Court has the power to award such
12 equitable relief, including but not limited to an order declaring the reference prices listed on
13 Defendant's Products' to be unlawful, an order enjoining Defendant from engaging in any such
14 further unlawful conduct, and an order directing Defendant to refund to Plaintiff and Class Members
15 all monies wrongfully collected as a result of its false advertisements.

16 125. Plaintiff has no adequate remedy at law to address Defendant's unlawful conduct.
17 The legal remedies available to Plaintiff are not equally prompt, certain, efficient, or complete as
18 equitable relief. Whereas equitable claims may be tried by the court, legal claims are tried by jury,
19 which may result in delay or additional expense. Further, the Court's discretion in fashioning
20 equitable relief extends broader than legal damages and can be awarded in situations where
21 establishing entitlement to damages may prove difficult, including under claims, such as the FAL,
22 where the necessary elements differ from those governing legal claims.

23 **THIRD CAUSE OF ACTION**
24 **VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT ("CLRA")**
25 **(Cal. Civ. Code §§ 1750, *et seq.*)**
26 **(On behalf of Plaintiff and the Class)**

27 126. Plaintiff hereby incorporate by reference the allegations contained in the preceding
28 paragraphs of this Complaint.

1 127. Plaintiff and members of the Class are “consumers,” as that term is defined by Civil
2 Code § 1761(d), because they purchased Products for personal, family, or household purposes.

3 128. Plaintiff and Class members have engaged in a “transaction” with Defendant, as that
4 term is defined by Civil Code § 1761(e).

5 129. The conduct alleged in this Complaint constitutes unfair methods of competition and
6 unfair and deceptive acts and practices for purposes of the CLRA, and was undertaken by Defendant
7 in transactions intended to result in, and which resulted in, the sale of goods or services to
8 consumers.

9 130. As described more fully above, Defendant made and disseminated untrue and
10 misleading statements of fact in its advertisements to class members. Defendant did this by using
11 fake reference prices, i.e., reference prices that are not the prevailing market price, and/or were not
12 the prevailing market price within the three months preceding the publication of the discount, and
13 advertising fake discounts.

14 131. As a result of Defendant’s conduct, Plaintiff and Class members purchased
15 Defendant’s Products for their use.

16 132. By engaging in the conduct described herein, Defendant has violated the following
17 subdivision of California Code § 1770(a) by:

18 (5) Representing that goods or services have sponsorship, approval,
19 characteristics, ingredients, uses, benefits, or quantities which they do not have
20 ...

21 (7) Representing that goods or services are of a particular standard, quality, or
22 grade, or that goods are of a particular style or model, if they are of another.

23 (9) Advertising goods or services with intent not to sell them as advertised.

24 (13) Making false or misleading statements of fact concerning reasons for,
25 existence of, or amounts of price reductions.

26 133. Regarding section 1770(a)(13), Defendant made false or misleading statements of
27 fact concerning the “existence of” and the “amounts of price reductions” because (a) no true price
28 reductions existed in that Defendant’s Products were rarely, if ever, offered for sale and/or sold on

1 the websites at the higher reference prices, let along on a regular basis within the three months
2 immediately preceding the publication of the reference prices, (b) the reference prices Defendant
3 advertised in connection with its Products are not prevailing market prices because, on information
4 and belief, the Products were not sold elsewhere at the reference prices on a regular basis within the
5 three months immediately preceding the publication of the reference prices, and (c) Defendant
6 falsely represents the Products as on sale for a limited time when in truth it appears they are
7 perpetually sold at the advertised “sale” prices.

8 134. With regard to sections 1770(a)(5), (7), and (9), Defendant advertised and
9 represented Products on the websites with the “intent not to sell” them as advertised and
10 misrepresenting product characteristics and standards because, as explained herein, the false
11 reference prices advertised in connection with products offered on the website misled and continue
12 to mislead customers into believing the Products were previously offered for sale and/or sold on the
13 websites at the higher reference prices during the three months preceding the advertisement.

14 135. Defendant intended for Plaintiff and the Class to rely on its aforementioned unfair
15 and deceptive acts and practices, including the misrepresentations and omissions alleged above.

16 136. Defendant’s violations of the CLRA proximately caused injury in fact to Plaintiff
17 and the Class.

18 137. Plaintiff reasonably relied on Defendant’s representations. Absent Defendant’s
19 misrepresentations, Plaintiff would not have purchased the items he purchased from Defendant.
20 Plaintiff’s reliance was a substantial factor in causing him harm.

21 138. Pursuant to Cal. Civ. Code § 1782(d), Plaintiff, individually and on behalf of the
22 Class, seek a Court order enjoining the above-described wrongful acts and practices of Defendant
23 and for restitution and disgorgement.

24 139. On October 3, 2025, pursuant to Cal. Civ. Code § 1782(a), Defendant was sent in
25 writing by certified mail, notice of the violations of Section 1770 of the CLRA, which notification
26 demanded that Defendant rectify the problems associated with the actions detailed above and give
27 notice to all affected consumers of its intent to so act.

28

1 140. Defendant failed to rectify or agree to rectify the problems associated with the actions
2 detailed above or give notice to all consumers within 30 days of receipt of the CLRA notice.
3 Accordingly, Plaintiff seeks damages, as permitted and appropriate.

4 **REQUEST FOR RELIEF**

5 WHEREFORE, Plaintiff and members of the Class, respectfully request that the Court:

- 6 a. Certify this case as a class action, designating Plaintiff as class representatives and
7 designating the undersigned as Class Counsel;
- 8 b. Declaring that Defendant's conduct violates the statutes set forth above;
- 9 c. Award Plaintiff and the Class actual damages in an amount according to proof;
- 10 d. Award Plaintiff and the Class restitution in an amount to be proven at trial;
- 11 e. Award Plaintiff and the Class pre-judgment interest in the amount permitted by law;
- 12 f. Award Plaintiff and their attorneys fees and costs as permitted by law;
- 13 g. Declare Defendant's practices outlined herein to be unlawful;
- 14 h. Grant equitable and/or injunctive relief, including to enjoin Defendant from engaging in
15 the practices outlined herein;
- 16 i. Grant Plaintiff and the Class a trial by jury;
- 17 j. Grant leave to amend these pleadings to conform to evidence produced at trial; and
- 18 k. Grant such other relief as the Court deems just and proper, including all forms of relief
19 provided for under the UCL, CLRA, and FAL.

20 **JURY DEMAND**

21 Plaintiff, by counsel, demand a trial by jury.

22 Dated: February 12, 2026

Respectfully submitted,

23 /s/ Charles R. Toomajian III

24 **ZIMMERMAN REED LLP**

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