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**GUCOVSKI LAW FIRM, PLLC**  
Adrian Gucovschi (State Bar No. 360988)  
Nathaniel Haim Sari (State Bar No. 362634)  
140 Broadway, 46th Floor  
New York, New York 10005  
Telephone: (212) 884-4230  
E-Mail: adrian@gucovschilaw.com  
nathaniel@gucovschilaw.com

Frank S. Hedin (SBN 291289)  
**HEDIN LLP**  
1395 Brickell Ave., Suite 610  
Miami, Florida 33131-3302  
Telephone: (305) 357-2107  
Facsimile: (305) 200-8801  
E-Mail: fhedin@hedinllp.com

*Attorneys for Plaintiff and the Putative Class*

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

POOJA PRAKASH, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

WAYFAIR LLC,

Defendant.

Case No.

**CLASS ACTION COMPLAINT**

- (1) UNFAIR COMPETITION
- (2) FALSE ADVERTISING
- (3) VIOLATION OF CALIFORNIA’S  
CONSUMERS LEGAL REMEDIES ACT
- (4) NEGLIGENT MISREPRESENTATION
- (5) INTENTIONAL MISREPRESENTATION
- (6) BREACH OF CONTRACT
- (7) BREACH OF EXPRESS WARRANTY

**DEMAND FOR JURY TRIAL**

1  
2 Plaintiff Pooja Prakash (“Plaintiff”) brings this action on behalf of herself and all others  
3 similarly situated against Defendant Wayfair, LLC ( Defendant”). Plaintiff makes the following  
4 allegations pursuant to the investigation of her counsel and upon information and belief, except as to  
5 allegations specifically pertaining to herself and her counsel, which are based on personal  
6 knowledge.

7 **INTRODUCTION**

8 1. Defendant Wayfair LLC (“Defendant”) sells furniture, mattresses, home décor,  
9 lighting, rugs, bedding, kitchen products, and other home furnishings through its e-commerce  
10 website, www.wayfair.com (the “Website”), and mobile applications.

11 2. Defendant’s business model relies heavily on price-comparison advertising to sell  
12 products. The products in question in this case are those that Defendant advertises for sale on its  
13 Website at prices listed alongside higher strikethrough prices, with representations that the listed  
14 price represents a limited-time “sale” or a substantial percentage-off discount (*e.g.*, “34% Off”) from  
15 the purportedly regular strikethrough price (the “Products”). In reality, however, Defendant does not  
16 regularly sell, and has not recently sold, the Products at the higher strikethrough prices that it lists  
17 on its Website alongside the purported “sale” or percentage-based discounted prices for these  
18 Products. Rather, Products sold on Defendant’s Website are either always or almost always offered  
19 at the purported “sale” or discounted prices, and either never or almost never at the strikethrough  
20 prices.

21 3. The strikethrough prices listed for Defendant’s Products are thus false reference  
22 points intended to make the Products appear like unusually good, limited-time bargains at the  
23 advertised “sale” or discounted prices. In so doing, Defendant violates California’s and the FTC’s  
24 prohibitions on false advertising and misleading pricing.

25 4. For the foregoing reasons, Plaintiff brings this action individually and on behalf of  
26 all consumers who, within the applicable statute of limitations period up to and including the date  
27 of judgment in this action, purchased Products from Defendant at prices that purported to represent  
28 discounts off of falsely represented strikethrough prices. Based on Defendant’s unlawful conduct,

1 Plaintiff seeks damages, restitution, declaratory relief, injunctive relief, and reasonable attorneys'  
2 fees and costs, for: (1) violation of California's False Advertising Law ("FAL"), Cal. Bus. & Prof.  
3 Code §§ 17500, *et seq.*; (2) violation of California's Consumers Legal Remedies Act ("CLRA"),  
4 Cal. Civ. Code §§ 1750, *et seq.*; (3) violation of California's Unfair Competition Law ("UCL"), Cal.  
5 Bus. & Prof. Code §§ 17200, *et seq.*; (4) breach of contract; (5) breach of express warranty; (6)  
6 negligent misrepresentation; and (7) intentional misrepresentation,

7 **PARTIES**

8 5. Plaintiff Pooja Prakash is a citizen of California and is domiciled in Rancho Cordova,  
9 California.

10 6. Defendant Wayfair LLC is a limited liability company incorporated in Delaware that  
11 maintains its principal place of business at 4 Copley Place, Boston, Massachusetts 02116. Defendant  
12 is responsible for the promotion, advertising, and/or marketing of the Products and owns and  
13 operates the Website. Defendant sells – and, at all times during the Class Period, sold – the Products  
14 in California and has done business throughout California and the United States.

15 7. Plaintiff reserves the right to amend this Complaint to add different or additional  
16 defendants, including, without limitation, any officer, director, employee, supplier, or distributor of  
17 Defendant who has knowingly and willfully aided, abetted, and/or conspired in the false and  
18 deceptive conduct alleged herein.

19 **JURISDICTION AND VENUE**

20 8. This Court has subject matter jurisdiction under the Class Action Fairness Act  
21 ("CAFA"), 28 U.S.C. § 1332(d)(2), because: (a) the proposed Class consists of at least 100 members;  
22 (b) the amount in controversy exceeds \$5,000,000, exclusive of interest and costs; and (c) minimal  
23 diversity exists because at least one member of the proposed Class is a citizen of a state different  
24 from Defendant. Defendant's sales exceed over \$10 billion dollars per year.<sup>1</sup> With a vast majority

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27 <sup>1</sup> See IRS Form 10-Q, Wayfair Inc., Sept. 30, 2025,  
28 [https://www.sec.gov/Archives/edgar/data/1616707/000161670725000127/w-20250930.htm#i970c164e3a3f496f86f9e1aefbfadba6\\_19](https://www.sec.gov/Archives/edgar/data/1616707/000161670725000127/w-20250930.htm#i970c164e3a3f496f86f9e1aefbfadba6_19)

1 of its offers being sold at a discount, the at-issue Products exceed the amount in controversy both  
2 nationwide and in the State of California.

3 9. This Court has personal jurisdiction over Defendant because Plaintiff purchased  
4 Defendant's Products from her home in California and received the purchased Products from  
5 Defendant at her home in California, such that a substantial part of the events giving rise to Plaintiff's  
6 claims occurred in California. Further, Defendant purposefully directed marketing and advertising  
7 of its Products into California, and purposefully made the statements and omissions concerning the  
8 prices of the Products at issue in this case to consumers in California, including to Plaintiff while  
9 she resided in and was present in California.

10 10. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Plaintiff resides  
11 in this judicial District and because a substantial part of the events giving rise to Plaintiff's claims  
12 took place in this judicial District.

13 **FACTUAL ALLEGATIONS**

14 **A. Introduction.**

15 11. Advertised "sale" prices are important to consumers. Consumers are more likely to  
16 purchase an item if they believe that they are getting a good deal. Further, if consumers think that a  
17 sale will end soon, they are likely to buy now, rather than wait, comparison shop, and buy something  
18 else. California law provides clear guidelines as to permissible and unlawful sales tactics:

19 12. While there is nothing wrong with a legitimate sale, a fake one—that is, one with  
20 misleading regular prices and deceptive discounts—is illegal.

21 13. Section 17500 of California's False Advertising Law prohibits businesses from  
22 making statements they know or should know to be untrue or misleading. Cal. Bus. & Prof. Code §  
23 17500. This includes statements falsely suggesting that a product is on sale when it actually is not.

24 14. Moreover, section 17501 of California's False Advertising Law provides that "[n]o  
25 price shall be advertised as a former price ... unless the alleged former price was the prevailing  
26 market price ... within three months next immediately preceding" the advertising. Cal. Bus. & Prof.  
27 Code § 17501. So, in addition to generally prohibiting untrue and misleading fake discounts,  
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1 California’s False Advertising Law also specifically prohibits this particular flavor of fake discount  
2 (where the advertised former price is not the prevailing price during the specified timeframe).

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

7 16. The Federal Trade Commission’s regulations also prohibit false or misleading  
8 “former price comparisons,” for example, making up “an artificial, inflated price ... for the purpose  
9 of enabling the subsequent offer of a large reduction” off that price. 16 C.F.R. § 233.1. They also  
10 prohibit false or misleading “retail price comparisons” and “comparable value comparisons,” for  
11 example, ones that falsely suggest that the seller is “offer[ing] goods at prices lower than those being  
12 charged by others for the same merchandise” when this is not the case. 16 C.F.R. § 233.1.

13 17. As numerous courts have found, fake sales violate these laws. They also violate  
14 California’s general prohibition on unlawful, unfair, and deceptive business practices. See Cal. Bus.  
15 & Prof. Code § 17200.

16 **B. Overview of Defendant’s False Discounts.**

17 18. Defendant is a leading e-commerce furniture retailer. Defendant owns and operates  
18 the website at [www.wayfair.com](http://www.wayfair.com) (the “Website”) and mobile applications, through which it sells  
19 purportedly discounted products (the “Products”) to consumers.

20 19. Specifically, Defendant presents purported discounts using higher strikethrough  
21 pricing (e.g., “\$449.99”), accompanied by a percent-off claim (e.g., “70% Off”). Defendant  
22 reinforces these representations by labeling the lower price as “sale,” designed to convey urgency  
23 and savings. Although Defendant’s sales are always changing, one thing remains constant, they are  
24 perpetually available:



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27 *Captured 1/26/2026*  
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*Captured 10/15/2025*



*Captured 9/23/2025*



*Captured 8/25/2025*



*Captured 7/15/2025*



*Captured 7/27/2025*



*Captured 6/2/2025*

20. In addition to its never-ending seasonal advertising, Defendant employs strikethrough pricing throughout its Products' listings:

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**Wayfair Sleep 6" Medium Cooling Gel Memory Foam Mattress**  
By Wayfair Sleep™  
★ ★ ★ ★ ★ (15869)  
\$149.99 ~~\$249.99~~  
[Add to Cart](#)

**Wayfair Sleep 8" Medium Cooling Gel Memory Foam Mattress**  
By Wayfair Sleep™  
★ ★ ★ ★ ★ (24915)  
\$206.99 ~~\$349.99~~  
[Add to Cart](#)

**Wayfair Sleep Plush Cooling Gel Memory Foam Mattress**  
By Wayfair Sleep™  
★ ★ ★ ★ ★ (32429)  
\$356.99  
[Add to Cart](#)

**Wayfair Sleep Plush Memory Foam Mattress**  
By Wayfair Sleep™  
★ ★ ★ ★ ★ (4355)  
\$434.99 ~~\$619.99~~

**ComforPedic Loft from Beautyrest Firm Gel Memory Foam Mattress**  
By ComforPedic Loft from Beautyrest  
★ ★ ★ ★ ★ (6261)

**Wayfair Sleep Plush Cooling Gel Hybrid Mattress**  
By Wayfair Sleep™  
★ ★ ★ ★ ★ (25186)  
\$255.99 ~~\$449.99~~

Captured 1/26 /2026

**Ferdue 81.5" Velvet Square Arm Convertible Sofa**  
By Mercury Row®  
Black Velvet  
★ ★ ★ ★ ★ (24488)  
\$369.99 ~~\$929.99~~  
FREE Delivery  
[Add to Cart](#)

**Nyerere 123.24" Upholstered Sofa**  
By Latitude Run®  
Beige Linen Blend  
★ ★ ★ ★ ★ (1029)  
\$1,000.00 ~~\$1,160.00~~  
FREE Delivery  
[Add to Cart](#)

**Seylow 81.5" Faux Leather Convertible Sofa**  
By Sand & Stable™  
Camel Pebbled Faux Leather  
★ ★ ★ ★ ★ (1431)  
\$379.99 ~~\$910.00~~  
FREE Delivery  
[Add to Cart](#)

**Brooklington Upholstered Sofa**  
By Ebern Designs  
Gray Polyester  
★ ★ ★ ★ ★ (1638)  
\$409.99 ~~\$699.99~~  
FREE Fast Delivery

**Inayat 84" Upholstered Sofa**  
By George Oliver  
Beige  
★ ★ ★ ★ ★ (387)  
\$729.99 ~~\$999.00~~  
FREE Full Service Delivery

**MINIMORE Modern Style 91"W Wallas 3Seater Sofa**  
By Latitude Run®  
Camel Boucle  
★ ★ ★ ★ ★ (547)  
\$800.00 ~~\$1,499.97~~  
FREE Delivery

Captured 1/28 /2026

1           21. Each of these promotions implies that the discount is tied to a specific time frame or  
2 event and that after the event, the price may go back up. However, as soon as a sale period ends,  
3 another begins.

4           22. By way of example, on January 8, 2026, the Website advertised a “New Year Super  
5 Sale” offer which purportedly “Ends Tonight”:



12           23. Yet on January 9, 2026, the Website started advertising a “Four-Day Flash Sale” –  
13 again with the same “70 Off” discount:



22           24. Investigations using the Internet Archive’s Wayback Machine<sup>2</sup> confirm that  
23 Defendant’s “sale” messaging has been present virtually continuously every month over multiple  
24 years, simply rebranded for different seasons or promotions.

25           25. Independent consumer advocacy reporting corroborates that Wayfair’s “sale” pricing  
26 can be illusory. In reporting concerning Wayfair’s “Way Day” promotion, Consumer World’s

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<sup>2</sup> [https://web.archive.org/web/20250801000000\\*/www.wayfair.com](https://web.archive.org/web/20250801000000*/www.wayfair.com) (last accessed January 28, 2026).

1 MousePrint.org described a spot-check of Wayfair’s promotional pricing and found that: (a) many  
2 items touted as deeply discounted did not return to the struck-through prices after the promotion  
3 ended, and (b) the claimed savings percentages were significantly higher than the savings reflected  
4 by typical pricing.<sup>3</sup> In another recent investigation, Consumer’s Checkbook found that out of 21  
5 products that it tracked for 5 weeks, 90% of those products were perpetually on sale.<sup>4</sup>

6 26. In other words, rather than the “sale” being a true temporary reduction from a bona  
7 fide former price, the reporting indicated that Wayfair’s sale presentation often functions as an  
8 inflated-anchor strategy: list a high reference price, show a lower “sale” price, claim a large percent  
9 savings, and maintain similar “sale” pricing even after the purported sale ends.

10 **C. The Products’ purported regular prices were not the prevailing prices during**  
11 **the 90 days preceding the discounts.**

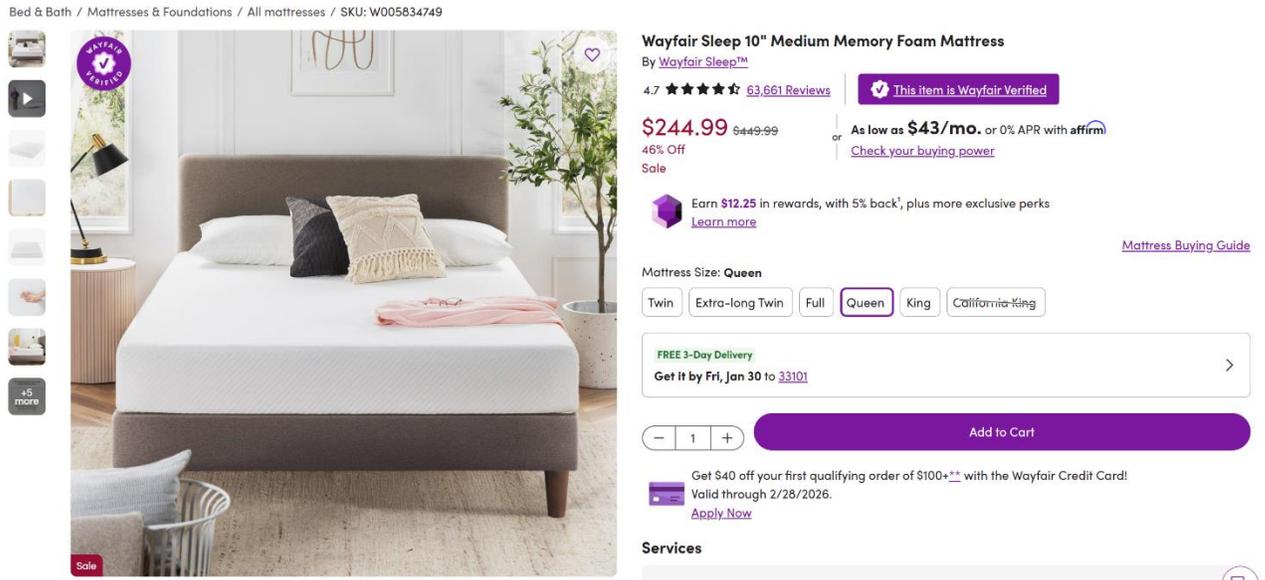
12 27. Defendant’s use of strike-through reference prices is particularly misleading in  
13 practice because it is not apparent to consumers that the struck-through price may not reflect a bona  
14 fide former or regular selling price within the statutorily relevant lookback period.

15 28. Specifically, Defendant’s struck-through pricing for the Products was not the  
16 prevailing price during the 90 days preceding the advertisement of the purported discounts.

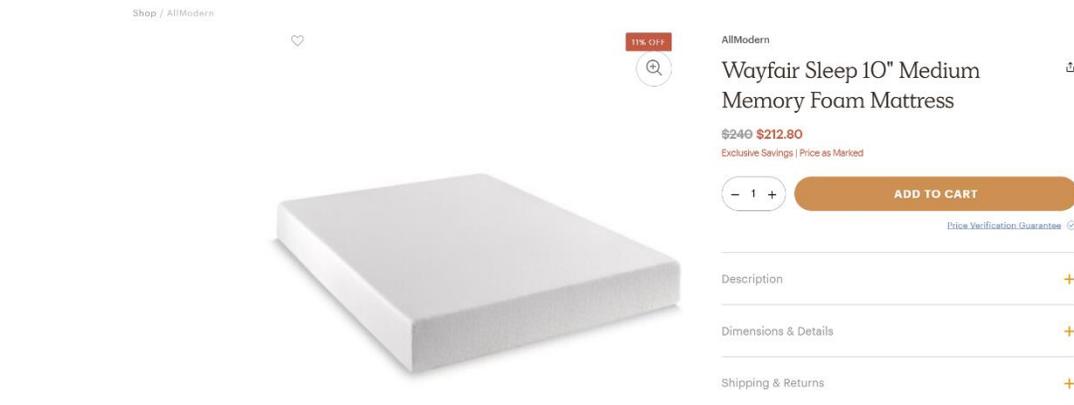
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27 <sup>3</sup> <https://www.consumerworld.org/pubs/wayfairprs.pdf>

28 <sup>4</sup> <https://www.checkbook.org/national/sale-fail/>

29. For example, on January 27, 2026, Defendant advertised Wayfair Sleep 10” Medium Memory Foam Mattress (the exact product Plaintiff purchased) on the Website with a 46% OFF discount and a strikethrough price of \$244.99 ~~\$449.99~~:



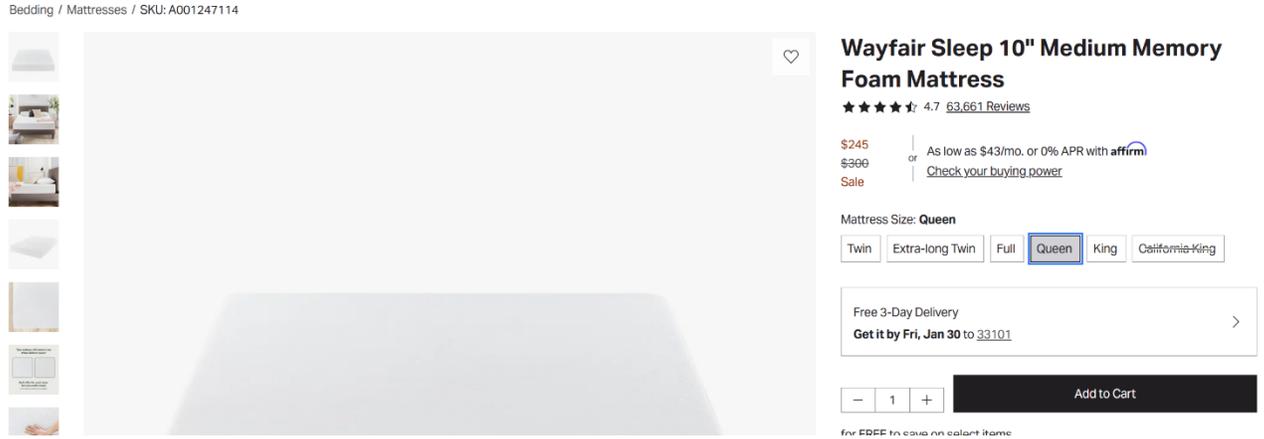
30. On the same day, however, other retailers sold Wayfair Sleep 10” Medium Memory Foam Mattress with substantially similar pricing:



Captured 1/27/26<sup>5</sup>

<sup>5</sup> <https://havenly.com/products/details/Wayfair-Sleep-10-Medium-Memory-Foam-Mattress-AllModern-92649510>

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Captured 1/27/26<sup>6</sup>

31. Google shopping also shows that the product has been “[t]ypically” sold in the preceding three months in the range of “\$284,” which is at the price shown on the Website (\$244.99) and nowhere near the purported strikethrough price (\$449.99):



<sup>6</sup> <https://www.allmodern.com/bedding/pdp/wayfair-sleep-10-medium-memory-foam-mattress-a001247114.html?piid=395571441>

1           32. Defendant’s purported discounts are deceptive because they misrepresent: (a) the  
2 product’s prevailing market price; (b) the product’s value; (c) the size of the discount; and (d) the  
3 time-limited nature of the deal.

4           33. As a result of this scheme, Defendant creates the false impression that consumers are  
5 receiving substantial discounts off legitimate former prices, when in reality consumers are often  
6 paying prices that are routinely available, and the strike-through reference prices function as  
7 misleading anchors rather than true former prices.

8           **D. Defendant’s conduct violates California’s ban on false sales.**

9           34. California Business and Professions Code § 17501 prohibits advertising a “former”  
10 price unless the alleged former price was the prevailing market price within the preceding three  
11 months, or unless the advertisement clearly and conspicuously states when the former price  
12 prevailed. Defendant’s advertising violates California Business and Professions Code § 17501  
13 because the Products struck-through reference prices are presented as former prices but are not the  
14 prevailing prices during the required lookback period, and Wayfair does not clearly disclose when—  
15 if ever—the struck-through prices actually prevailed.

16           35. Defendant’s advertising also violates California’s False Advertising Law (Bus. &  
17 Prof. Code § 17500) because the struck-through prices, discount percentages, and sale  
18 representations are untrue and misleading.

19           36. Similarly, Defendant’s advertising violates the CLRA (Civ. Code § 1770) because  
20 Defendant makes false or misleading statements about the existence and amount of price reductions,  
21 and advertises goods with the intent not to sell them as advertised—*i.e.*, not to sell them at the struck-  
22 through reference prices in any meaningful, time-bound way.

23           37. Finally, Defendant’s conduct also violates California’s Unfair Competition Law  
24 (Bus. & Prof. Code § 17200) because its conduct is unlawful, unfair, and fraudulent.

25           **E. Defendant’s Deceptive Pricing Harms Consumers.**

26           38. Defendant’s false discounts harm consumers by misrepresenting price and value,  
27 inducing purchases that consumers would not otherwise make, and causing consumers to pay more  
28 than they otherwise would.

1           39. A reasonable consumer attaches importance to Defendant’s steep discounts, which  
2 imply huge savings and often trigger an urgent desire to buy now rather than later (to avoid  
3 missing out). As studies have found, “[n]early two-thirds of consumers surveyed admitted that a  
4 promotion or a coupon often closes the deal, if they are wavering or are undecided on making a  
5 purchase.”<sup>7</sup> And, “two-thirds of consumers have made a purchase they weren’t originally planning  
6 to make solely based on finding a coupon or discount,” while “80% [of consumers] said they feel  
7 encouraged to make a first-time purchase with a brand that is new to them if they found an offer or  
8 discount.”<sup>8</sup> Similarly, when consumers believe that an offer is expiring soon, the sense of urgency  
9 makes them more likely to buy a product.<sup>9</sup>

10           40. Defendant’s scheme deprives consumers of the benefit of truthful pricing  
11 information. It prevents consumers from accurately evaluating: (a) whether they are actually  
12 receiving a good deal; (b) whether to wait; (c) whether to comparison shop; and (d) whether the  
13 product is worth the price.

14           41. Defendant’s deceptive “discount” advertising also distorts the market by artificially  
15 increasing demand—because consumers are drawn to what they believe are unusually good deals.

16           42. In short, Defendant’s conduct injured Plaintiff and the Class members by: (a)  
17 inducing purchases that would not have occurred; (b) causing consumers to pay a price premium;  
18 and/or (c) causing consumers to accept products of lower market value than represented by  
19 Defendant’s reference prices.

20 \_\_\_\_\_  
21 <sup>7</sup> <https://www.invespro.com/blog/how-discounts-affect-online-consumer-buying-behavior/>

22 <sup>8</sup> PR Newswire, RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases  
23 Online, Especially Among Millennial Buyers (Apr 25, 2018), <https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html>

24 <sup>9</sup> CXL, *How to Effectively Create Urgency in Sales (11 Best Ways)*, (March 17, 2025),  
25 <https://cxl.com/blog/creating-urgency/> (addition of a countdown timer increased conversion rates  
26 from 3.4%-10%); *see also* Upland Software, *Dynamic Email Content Leads to 400% Increase in*  
27 *Conversions for Black Friday Email* (Sep. 4, 2022),  
28 <https://uplandsoftware.com/adestra/resources/success-story/dynamic-email-content-leads-to-400-increase-in-conversions-for-black-friday-email/> (400% higher conversion rate for email with  
countdown timer).

1           **F. Plaintiff’s Individual Experience.**

2           43. On June 2, 2025, Ms. Prakash bought a Wayfair Sleep 10” Medium Memory Foam  
3 Mattress in Queen size from Defendant's website, www.wayfair.com. At the time, Defendant was  
4 running advertised “Flash Sales” with discounts available for up to “70% OFF.” Defendant listed  
5 the regular price, or strikethrough price, of the Wayfair Sleep 10” Medium Memory Foam Mattress  
6 alongside the discounted price of \$255.99 from a strikethrough price of \$449.99 along with the  
7 statements “43% OFF” and “sale.” As a result, Ms. Prakash believed that she was receiving a  
8 substantial discount from the advertised regular price, and that she was purchasing during a time-  
9 limited sale.

10           44. Prior to making her purchase on June 2, 2025, Ms. Prakash reviewed Defendant's  
11 Website and saw that Defendant was advertising substantial, time-limited discounts. Plaintiff read  
12 and relied on the representations on Defendant's Website, including that the mattress had a regular  
13 price listed on the Website in strikethrough font, but was offered at a discounted sale price from that  
14 regular price, and that the sale was time-limited. A depiction of the discounts that Ms. Prakash saw  
15 and relied on, which are virtually identical both in layout and design, is shown above. *See supra* ¶¶  
16 19, 29.

17           45. In reality, as explained above, Defendant’s Products, including the mattress that Ms.  
18 Prakash purchased, are regularly available at a discount from the purported regular prices. Defendant  
19 did not regularly sell the mattress at the purported regular prices, and the product was not discounted  
20 as advertised. *See supra* ¶ 31. Moreover, the sales were not limited in time—Defendant's products  
21 are regularly on sale, with promotions running year-round. *See supra* ¶¶ 21-24.

22           46. Based on Defendant's representations, Ms. Prakash reasonably understood that: (1)  
23 Defendant usually sold the mattress at the published regular price (shown in strikethrough font); (2)  
24 this regular price was the prevailing price and market value of the mattress; (3) she was receiving  
25 the advertised discount as compared to the regular price; (4) the advertised discount was only  
26 available for a limited time; and (5) the mattress would go back to retailing for the published regular  
27 price when the promotion ended. Ms. Prakash would not have made the purchase or paid as much  
28

1 for the mattress, had she known that it was not discounted as advertised and that she would not be  
2 receiving the advertised discount.

3 47. Ms. Prakash faces an imminent threat of future harm. She would purchase additional  
4 Wayfair Products in the future if she could feel sure that Defendant's regular prices accurately  
5 reflected Defendant's former prices and the market value of the Products, and that its discounts were  
6 truthful. But without an injunction, Ms. Prakash has no realistic way to know which, if any, of  
7 Defendant's regular prices, discounts, and sales are not false or deceptive. Accordingly, Ms. Prakash  
8 is unable to rely on Defendant's future advertising and, therefore, cannot purchase the Products she  
9 remains interested in.

10 **G. Defendant Breached Its Contracts And Warranties.**

11 48. Each time Plaintiff (and the Class members) purchased the Products from Defendant,  
12 a contract was formed.

13 49. Defendant's offers included material pricing terms communicated at checkout and on  
14 product pages: that the consumer was purchasing the Products with a represented regular/market  
15 value (the strike-through reference price) at a discounted "sale" price, with represented savings.

16 50. Plaintiff and the Class members accepted Defendant's offer and performed by paying  
17 for the Products.

18 51. Defendant breached its contracts by failing to provide the benefit promised by its  
19 pricing representations—*i.e.*, a product whose regular/market value matched the strike-through  
20 reference price, and/or a genuine discount from that bona fide former price.

21 52. Defendant also breached express warranties created by its written and online pricing  
22 affirmations on its Website, including that the Products had the represented value implied by the  
23 strike-through price and that the consumer was receiving a represented discount.

24 **H. No Adequate Remedy at Law.**

25 53. For her equitable relief claims, Plaintiff lacks an adequate remedy at law to address  
26 the unfair conduct at issue here. Legal remedies available to Plaintiff and Classes are inadequate  
27 because they are not equally prompt, certain, and in other ways efficient as equitable relief.  
28 Damages are not equally certain as restitution because the standard that governs restitution is

1 different than the standard that governs damages. Hence, the Court may award restitution even if it  
2 determines that Plaintiff fails to sufficiently adduce evidence to support an award of damages.  
3 Damages and restitution are not the same amount. Unlike damages, restitution is not limited to the  
4 amount of money Defendant wrongfully acquired plus the legal rate of interest. Equitable relief,  
5 including restitution, entitles Plaintiff to recover all profits from the wrongdoing, even where the  
6 original funds taken have grown far greater than the legal rate of interest would recognize. Legal  
7 claims for damages are not equally certain as restitution because claims under the FAL and UCL  
8 entail fewer elements. In short, significant differences in proof and certainty establish that any  
9 potential legal claim cannot serve as an adequate remedy at law.

10 54. Equitable relief is also appropriate because Plaintiff may lack an adequate remedy  
11 at law if, for instance, damages resulting from their purchase of the Products are determined to be  
12 an amount less than the total expenditure in connection with the Products. Without compensation  
13 for the full price of the Product, Plaintiff would be left without the parity in purchasing power to  
14 which she is entitled.

#### 15 CLASS ACTION ALLEGATIONS

16 55. Plaintiff brings this action on behalf of a class of similarly situated individuals,  
17 defined as follows (collectively, the “Classes”):

18 **Nationwide Class:** All persons in the United States who, within the applicable  
19 statute of limitations period, up to and including the date of final judgment in this  
20 action, purchased products on Defendant’s website at prices that were falsely  
21 advertised as discounts off of the prices regularly charged for such products.

22 **California Subclass:** All persons in the State of California who, within the  
23 applicable statute of limitations period, up to and including the date of final  
24 judgment in this action, purchased products on Defendant’s website at prices that  
25 were falsely advertised as discounts off of the prices regularly charged for such  
26 products.

1           56.       Specifically excluded from the Classes are Defendant and any entities in which  
2 Defendant has a controlling interest, Defendant’s agents and employees, the judge to whom this  
3 action is assigned, members of the judge’s staff, and the judge’s immediate family.

4           57.       Plaintiff reserves the right to amend the definition of the Classes if discovery or  
5 further investigation reveals that the Classes should be expanded or otherwise modified.

6           58.       **Numerosity.** The Classes are so numerous that their individual joinder herein is  
7 impracticable. On information and belief, the Classes comprise at least millions of consumers. The  
8 precise number of the members of the Classes and their identities are unknown to Plaintiff at this  
9 time but may be determined through discovery. The members of the Classes may be notified of the  
10 pendency of this action by mail and/or publication through the distribution records of Defendant.

11           59.       **Commonality and Predominance.** Common questions of law and fact exist as to all  
12 the members of the Classes and predominate over questions affecting only individual members.  
13 Common legal and factual questions include, but are not limited to: (a) whether Defendant’s  
14 Products were sold at the strikethrough reference price within 90 days of Plaintiff and the Class  
15 members’ purchases; (b) whether Defendant’s sitewide discounts were genuine; (c) whether  
16 Defendant’s conduct alleged herein violated California’s False Advertising Law (“FAL”), Cal. Bus.  
17 & Prof. Code §§ 17500, *et seq.*, California’s Consumers Legal Remedies Act (“CLRA”), Cal. Civ.  
18 Code §§ 1750, *et seq.*, and/or California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code  
19 §§ 17200, *et seq.*; (d) whether Defendant’s conduct alleged herein breached Plaintiff’s and the Class  
20 members contracts and express warranties; (e) whether Plaintiff and the Class members are entitled  
21 to damages and/or restitution; (f) whether Defendant should be enjoined from further engaging in  
22 the misconduct alleged herein; and (g) whether Plaintiff and the Class members are entitled to  
23 attorneys’ fees and costs under California Code of Civil Procedure § 1021.5.

24           60.       **Typicality.** The claims of Plaintiff are typical of the claims of the members of the  
25 Classes because, like other members of the Classes, she purchased one of the Products relying on  
26 the representations and omissions made by Defendant that the Product was being sold at a discount  
27 from its false reference pricing.  
28



1 which is known, or which by the exercise of reasonable care should be known, to be untrue or  
2 misleading.”

3 69. The FAL further provides that “no price shall be advertised as a former price of any  
4 advertised thing, unless the alleged former price was the prevailing market price ... within three  
5 months next immediately preceding the publication of the advertisement or unless the date when  
6 the alleged former price did prevail is clearly, exactly, and conspicuously stated in the  
7 advertisement.” See Cal. Bus. & Prof. Code § 17501.

8 70. Defendant has violated Sections 17500 and 17501 of the California Business and  
9 Professions Code.

10 71. Defendant has violated, and continues to violate, section 17500 of the Business and  
11 Professions Code by disseminating untrue and misleading advertisements to Plaintiff and the  
12 members of the California Subclass.

13 72. As alleged more fully above, Defendant advertises purported former prices along  
14 with discounts for the Products. Defendant does this by crossing out a higher price and displaying  
15 it next to a lower, discounted price, and by representing that the purported price reduction  
16 represents a specific percentage discount “off” the Products. Defendant also advertises false  
17 seasonal themes and fake countdown timers to create a sense of urgency. Reasonable consumers  
18 understand time-limited discounts and strikethrough pricing as indicating the “former” and  
19 “regular” prices—*i.e.*, the amounts charged by Defendant before the temporary discount was  
20 implemented and those to be reinstated afterward.

21 73. The strikethrough prices advertised by Defendant are not the regular prices for the  
22 Products because Defendant rarely, if ever, charges the higher regular prices it advertises.  
23 Moreover, for the same reasons, the strikethrough price was not the true former price of the  
24 Products, given the existence of perpetual sales on Defendant’s Website. Accordingly,  
25 Defendant’s statements about the former prices of its Products, and its statements about its  
26 discounts from those former prices, were untrue and misleading. In addition, Defendant’s  
27 statements that its discounts were available for a limited time (*e.g.*, “Spring Sale” and by using  
28

1 countdown times) were also false and misleading and were designed to give consumers a sense of  
2 urgency when, in fact, the purported sales price is perpetually available.

3 74. Furthermore, Defendant has violated, and continues to violate, section 17501 of the  
4 FAL by advertising former prices for the Products that were not the prevailing market price within  
5 three months immediately preceding the advertising. As explained above, Defendant's advertised  
6 regular price for the Products, which reasonable consumers would understand to denote its former  
7 price, was not its prevailing market price within three months preceding publication of the  
8 advertisement. And Defendant's former price advertisements do not state clearly, exactly, and  
9 conspicuously when, if ever, the former prices prevailed. Defendant's advertisements do not  
10 indicate whether or when the purported former prices were offered at all.

11 75. Defendant's actions in violation of the FAL, as described herein, were false and  
12 misleading, such that the general public is and was likely to be deceived.

13 76. Plaintiff and the members of the California Subclass were not aware of Defendant's  
14 false discounts at the time they purchased the Products.

15 77. As such, Plaintiff and the members of the California Subclass saw, read, and  
16 reasonably relied on Defendant's statements and omissions to their detriment.

17 78. In addition, class-wide reliance can be inferred because Defendant's representations  
18 were material, *i.e.*, a reasonable consumer would consider them important in deciding whether to  
19 purchase the Products.

20 79. Defendant's representations were a substantial factor and proximate cause in  
21 causing damages and losses to Plaintiff and the members of the California Subclass.

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

1 81. Plaintiff and the members of the California Subclass seek restitution, an injunction,  
2 attorneys' fees, and all other relief that the Court deems proper.

3 **COUNT II**  
4 **Violation of California's Consumer Legal Remedies Act**  
5 **Civ. Code § 1750, *et seq.***  
6 **(On Behalf of Plaintiff and the California Subclass)**

7 82. Plaintiff re-alleges and incorporates by reference every allegation set forth in the  
8 preceding paragraphs as though alleged in this Count.

9 83. Plaintiff brings this claim individually and on behalf of the members of the  
10 California Subclass against Defendant.

11 84. Plaintiff and the members of the California Subclass are "consumers" within the  
12 meaning of Cal. Civil Code § 1761(d) in that Plaintiff and the California Subclass members sought  
13 or acquired Defendant's goods and/or services for personal, family, or household purposes.

14 85. Defendant's selection and/or service offers and the other products pertaining thereto  
15 are "goods" and/or "services" within the meaning of Cal. Civil Code § 1761(a) and (b). The  
16 purchases by Plaintiff and the California Subclass are "transactions" within the meaning of Cal.  
17 Civil Code § 1761(e).

18 86. The acts and practices of Defendant as described above were intended to deceive  
19 Plaintiff and the California Subclass as described herein, and have resulted, and will result, in  
20 damages to Plaintiff and the California Subclass. These actions violated, and continue to violate,  
21 the CLRA in at least the following respects: (a) Defendant's representations and omissions about  
22 the nature of the Products' discounts conveyed that they have characteristics, uses, and/or benefits,  
23 which they do not, in violation of Cal. Civil Code § 1770(a)(5); (b) Defendant's acts and practices  
24 constitute the advertisement of the goods in question without the intent to sell them as advertised,  
25 in violation of Cal. Civil Code § 1770(a)(9); and (c) Defendant's acts and practices constitute  
26 "false or misleading statements of fact concerning reasons for, existence of, or amounts of, price  
27 reductions," due to its false strikethrough prices and fake limited-duration sales of the Products in  
28 violation of Cal. Civil Code § 1770(a)(13).

1 87. Plaintiff and the members of the California Subclass were injured as a direct and  
2 proximate result of Defendant’s conduct because (a) they would not have purchased the Products if  
3 they had known the discounts and/or regular prices were not real, (b) they overpaid for the  
4 Products because they were sold at a price premium due to the misrepresentations, and/or (c) they  
5 did not receive the discounts they were promised, and received Products with market values lower  
6 than the promised market values.

7 88. Plaintiff, on behalf of herself and all other members of the California Subclass,  
8 seeks an injunction prohibiting Defendant from continuing its unlawful practices in violation of the  
9 CLRA.

10 89. In compliance with the provisions of California Civil Code § 1782, Plaintiff sent  
11 written notice to Defendant on January 28, 2026, informing Defendant of her intention to seek  
12 damages under California Civil Code § 1750. The letter was sent via certified mail, return receipt  
13 requested, advising Defendant that it was in violation of the CLRA and demanding that it cease and  
14 desist from such violations and make full restitution by refunding the monies received therefrom.  
15 The letter expressly stated that it was sent on behalf of Plaintiff and “all other persons similarly  
16 situated.” Accordingly, if Defendant fails to take corrective action within 30 days of receipt of the  
17 demand letter, Plaintiff will amend her complaint to include a request for damages as permitted by  
18 Civil Code § 1782(d) for Defendant’s violations of the CLRA.

19 **COUNT III**  
20 **Violation of California’s Unfair Competition Law**  
21 **Bus. & Prof. Code § 17200, *et seq.***  
22 **(On Behalf of Plaintiff and the California Subclass)**

23 90. Plaintiff re-alleges and incorporates by reference every allegation set forth in the  
24 preceding paragraphs as though alleged in this Count.

25 91. Plaintiff brings this claim individually and on behalf of the members of the  
26 California Subclass against Defendant.

27 92. The UCL prohibits unfair competition in the form of “any unlawful, unfair, or  
28 fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any  
act[.]” Cal. Bus. & Prof. Code § 17200. The UCL allows “a person who has suffered injury in

1 fact and has lost money or property” to prosecute a civil action for violation of the UCL. Cal. Bus.  
2 & Prof. Code § 17204. Such a person may bring such an action on behalf of himself or herself and  
3 others similarly situated who are affected by the unlawful and/or unfair business practice or act.

4 93. As alleged in detail above, and incorporated herein by reference, Defendant’s false  
5 sale of the Products violates the UCL’s proscription against engaging in **Unlawful Business**  
6 **Practices** through its violations of the FAL, Cal. Bus. & Prof. Code § 17500, *et seq.*; CLRA, Cal.  
7 Civ. Code §§ 1770-01, *et seq.*; and the FTC, 16 C.F.R. § 233.1, *et seq.*

8 94. As alleged in detail above, Defendant’s false discounts and deceptive strike-through  
9 pricing of the Products violate Sections 17500 and 17501 of the FAL (Cal. Bus. & Prof. Code §§  
10 17500-1) and Sections § 1770(a)(5), (9) and (13) of the CLRA. Cal. Civil Code § 1770.  
11 Furthermore, Defendant’s false sales also violate Sections 233.1 and 233.2 of the FTC’s  
12 regulations. 16 C.F.R. § 233.1

13 95. Each of these acts and practices constitutes an independent violation of the FAL,  
14 CLRA, and FTC regulations and thus an independent violation of the UCL.

15 96. Defendant has also violated the UCL’s proscription against engaging **in Unfair**  
16 **Business Practices**. Defendant’s acts, omissions, misrepresentations, practices and non-  
17 disclosures as alleged herein also constitute “unfair” business acts and practices within the  
18 meaning of Business & Professions Code § 17200, *et seq.* in that Defendant’s conduct is  
19 substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive,  
20 and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such  
21 conduct.

22 97. There is no public utility to Defendant’s false discounts. The gravity of the  
23 consequences of Defendant’s conduct as described above outweigh any justification, motive, or  
24 reason thereof, particularly considering the available legal alternatives for sales offerings which  
25 exist in the marketplace. Defendant’s false sales practices only injure healthy competition and  
26 harm consumers.

1 98. Defendant also violated established public policy by violating the FAL, CLRA, and  
2 FTC's regulations. The unfairness of these practices is tethered to the legislatively declared policy  
3 from each of those statutes.

4 99. Defendant has also violated the UCL's proscription against engaging **in Deceptive**  
5 **Business Practices**. As alleged in detail above, Defendant committed deceptive acts by marketing  
6 false discounts in violation of the FAL, CLRA, and FTC regulations.

7 100. Specifically, Defendant committed deceptive acts by misrepresenting that the  
8 Products were on sale, that the sale was time-limited, that it had a specific regular price, and that  
9 consumers were receiving discounts. These representations were false and misleading.

10 101. Plaintiff and the California Subclass members could not have reasonably avoided  
11 this injury. Defendant's representations and omissions were deceptive to reasonable consumers  
12 like Plaintiff and the California Subclass.

13 \* \* \*

14 102. For all prongs, Defendant's representations were intended to induce reliance, and  
15 Plaintiff saw, read, and reasonably relied on them when purchasing the Product. Defendant's  
16 representations were a substantial factor in Plaintiff's purchasing decision.

17 103. In addition, class-wide reliance can be inferred because Defendant's representations  
18 were material, *i.e.*, a reasonable consumer would consider them important in deciding whether to  
19 purchase the Products.

20 104. Defendant's violations have continuing and adverse effects because Defendant's  
21 unlawful conduct is continuing, with no indication that Defendant intends to cease this unlawful  
22 course of conduct. The public and the California Subclass members are subject to ongoing harm  
23 because the unlawful and/or unfair business practices associated with the Products are still used by  
24 Defendant today.

25 105. Defendant's representations were a substantial factor and proximate cause in  
26 causing damages and losses to Plaintiff and the members of the California Subclass.

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

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

5 107. Pursuant to California Business and Professional Code § 17203, Plaintiff and the  
6 California Subclass seek restitution, attorneys' fees, and all other relief that the Court deems proper.

7 **COUNT IV**  
8 **Breach of Contract**  
9 **(On Behalf of Plaintiff and the Nationwide Class)**

10 108. Plaintiff re-alleges and incorporates by reference every allegation set forth in the  
11 preceding paragraphs as though alleged in this Count.

12 109. Plaintiff brings this claim individually and on behalf of the Nationwide Class  
13 against Defendant under California law, or, in the alternative, on behalf of the respective state laws  
14 of the Nationwide Class, which are substantially similar to California's breach of contract law.

15 110. Plaintiff and the Nationwide Class members entered into contracts with Defendant  
16 when they placed orders to purchase the Products.

17 111. The contracts provided that Plaintiff and the Nationwide Class members would pay  
18 Defendant for the Products ordered.

19 112. The contracts further required that Defendant provide Plaintiff and the False Sales  
20 Nationwide Class members with Products that have a market value equal to the regular prices  
21 displayed on the Website. They also required Defendant to provide Plaintiff and the Nationwide  
22 Class members with a discount equal to the difference between the price paid and the regular price  
23 advertised. These were specific and material terms of the contract.

24 113. The listed regular price, and specific discounts, were a specific and material term of  
25 each contract, and were displayed to Plaintiff and the Nationwide Class members at the time they  
26 placed their orders.

27 114. Plaintiff and the Nationwide Class members paid Defendant for the Products and  
28 satisfied all other conditions of their contracts.

1 115. Defendant breached the contracts with Plaintiff and the Nationwide Class members  
2 by failing to provide the Products that had a regular price, former price, and/or prevailing market  
3 value equal to the regular prices displayed on its Website, and by failing to provide the promised  
4 discounts.

5 116. Plaintiff provided Defendant with notice of this breach of contract by mailing a  
6 notice letter to Defendant's headquarters and to Defendant's registered agent on January 28, 2026.

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

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

13 **COUNT V**  
14 **Breach of Express Warranty**  
15 **(On Behalf of Plaintiff and the Nationwide Class)**

16 119. Plaintiff re-alleges and incorporates by reference every allegation set forth in the  
17 preceding paragraphs as though alleged in this Count.

18 120. Plaintiff brings this claim individually and on behalf of the Nationwide Class  
19 against Defendant under California law, or, in the alternative, on behalf of the respective express  
20 warranty laws of the Nationwide Class, which are substantially similar to California's express  
21 warranties.<sup>10</sup>

22 <sup>10</sup>While discovery may alter the following, Plaintiff asserts that the states with similar express  
23 warranty laws under the facts of this case include, but are not limited to: Alaska Stat. § 45.02.313;  
24 A.R.S. § 47-2313; Ark. Code § 4-2-313; Cal. Com. Code § 2313; Colo. Rev. Stat. § 4-2-313; Conn.  
25 Gen. Stat. § 42a-2-313; 6 Del. C. § 2-313; D.C. Code § 28:2 313; Ga. Code § 11-2-313; HRS §  
26 490:2- 313; Idaho Code § 28-2-313; 810 ILCS 5/2-313; Ind. Code § 26-1-2-313; K.S.A. § 84-2-  
27 313; KRS § 355.2-313; 11 M.R.S. § 2-313; Mass. Gen. Laws Ann. ch. 106 § 2-313; Minn. Stat. §  
28 336.2-313; Miss. Code Ann. § 75-2-313; R.S. Mo. § 400.2-313; Mont. Code Anno. § 30-2 313;  
Neb. Rev. Stat. § 2- 313; Nev. Rev. Stat. Ann. § 104.2313; RSA 382-A:2 313; N.J. Stat. Ann. §  
12A:2-313; N.M. Stat. Ann. § 55-2-313; N.Y. U.C.C. Law § 2-313; N.C. Gen. Stat. § 25-2-313;  
N.D. Cent. Code § 41-02-30; ORC Ann. § 1302.26; 12A Okl. St. § 2-313; Or. Rev. Stat. § 72-  
3130; 13 Pa. C.S. § 2313; R.I. Gen. Laws § 6A-2-313; S.C. Code Ann. § 36-2-313; S.D. Codified

1 121. Defendant, as the marketer, distributor, supplier, and seller of the Products, issued  
2 material written warranties by advertising that Products had a market value equal to the regular  
3 price displayed on Defendant's Website. This was an affirmation of fact about the Products (*i.e.*, a  
4 representation of their market value) and a promise relating to the goods.

5 122. This warranty was part of the basis of the bargain and Plaintiff and members of the  
6 Nationwide Class relied on this warranty.

7 123. In fact, the stated market value was not the market value. Thus, the warranty was  
8 breached.

9 124. Plaintiff provided Defendant with notice of this breach of warranty by mailing a  
10 notice letter to Defendant's headquarters and to Defendant's registered agent on January 28, 2026.

11 125. Plaintiff and the Nationwide Class members were injured as a direct and proximate  
12 result of Defendant's breach, and this breach was a substantial factor in causing harm, because (a)  
13 they would not have purchased the Products if they had known that the warranties were false, (b)  
14 they overpaid for the Products because they were sold at a price premium due to the warranties,  
15 and/or (c) they did not receive the Products as warranted that they were promised.

16 126. For her breach of express warranty claims, Plaintiff seeks all damages available  
17 including expectation damages and/or damages measured by the price premium charged to Plaintiff  
18 and the Nationwide Class as a result of Defendant's unlawful conduct.

19 **COUNT VI**

20 **Negligent Misrepresentation**  
21 **(On Behalf of Plaintiff and the Nationwide Class)**

22 127. Plaintiff re-alleges and incorporates by reference every allegation set forth in the  
23 preceding paragraphs as though alleged in this Count.

24 128. Plaintiff brings this claim individually and on behalf of the Nationwide Class  
25 against Defendant under California law, or, in the alternative, on behalf of the respective state laws

26 \_\_\_\_\_  
27 Laws, § 57A 2-313; Tenn. Code Ann. § 47-2-313; Tex. Bus. & Com. Code § 2.313; Utah Code  
28 Ann. § 70A-2-313; 9A V.S.A. § 2-313; Va. Code Ann. § 59.1-504.2; Wash. Rev. Code Ann. §  
62A.2-313; W. Va. Code § 46- 2-313; and Wyo. Stat. § 34.1-2-31.

1 of the Nationwide Class, which are substantially similar to California's negligent  
2 misrepresentation laws.

3 129. As discussed above, Defendant made false representations and material omissions  
4 of fact to Plaintiff and the Nationwide Class concerning the Products discounts and strikethrough  
5 prices.

6 130. These representations were false.

7 131. When Defendant made these misrepresentations and material omissions of fact, it  
8 knew or should have known that they were false or misleading. Defendant had no reasonable  
9 grounds for believing that these representations were true or that the material omissions were not  
10 misleading when made.

11 132. Defendant intended that Plaintiff and the Nationwide Class members rely on these  
12 representations and material omissions of fact and Plaintiff reasonably relied on them.

13 133. In addition, class-wide reliance can be inferred because Defendant's  
14 misrepresentations and omissions were material, *i.e.*, a reasonable consumer would consider them  
15 important in deciding whether to purchase the Products.

16 134. Defendant's misrepresentations and omissions were a substantial factor and  
17 proximate cause in causing damages and losses to Plaintiff and the Nationwide Class members.

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

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

**COUNT VII**  
**Intentional Misrepresentation**  
**(On Behalf of Plaintiff and the Nationwide Class)**

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2  
3 137. Plaintiff re-alleges and incorporates by reference every allegation set forth in the  
4 preceding paragraphs as though alleged in this Count.

5 138. Plaintiff brings this claim individually and on behalf of the Nationwide Class  
6 against Defendant under California law, or, in the alternative, on behalf of the respective state laws  
7 of the Nationwide Class, which are substantially similar to California's intentional  
8 misrepresentation laws.

9 139. As discussed above, Defendant made false representations and material omissions  
10 of fact to Plaintiff and the Nationwide Class concerning the Products discounts and strikethrough  
11 prices.

12 140. These representations and material omissions of fact were false and misleading.

13 141. When Defendant made these misrepresentations and material omissions of fact, it  
14 knew that they were false and misleading at the time they were made and/or Defendant acted  
15 recklessly in making the misrepresentations and omissions.

16 142. Defendant intended that Plaintiff and the Nationwide Class members rely on these  
17 representations and material omissions of fact and Plaintiff reasonably relied on them.

18 143. In addition, class-wide reliance can be inferred because Defendant's  
19 misrepresentations and omissions were material, *i.e.*, a reasonable consumer would consider them  
20 important in deciding whether to purchase the Products.

21 144. Defendant's misrepresentations and omissions were a substantial factor and  
22 proximate cause in causing damages and losses to Plaintiff and the Nationwide Class members.

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

3 146. For the intentional misrepresentation claims, Plaintiff seeks all damages available,  
4 including expectation damages, punitive damages, and/or damages measured by the price premium  
5 charged to Plaintiff and the Nationwide Class as a result of Defendant's unlawful conduct.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seek  
8 judgment against Defendant, as follows:

- 9 a. For an order certifying the Classes and naming Plaintiff as a representative of the  
10 Class and Plaintiff's attorneys as Class Counsel to represent the Classes;
- 11 b. For an order declaring Defendant's conduct violates the statutes referenced herein;
- 12 c. For an order finding in favor of Plaintiff and the Classes on all counts asserted  
13 herein;
- 14 d. For actual, expectation, reliance, compensatory, statutory, and/or punitive damages  
in amounts to be determined by the Court and/or jury;
- 15 e. For prejudgment interest on all amounts awarded;
- 16 f. For rescission, restitution and all other forms of equitable relief;
- 17 g. For injunctive relief as pleaded or as the Court may deem proper; and
- 18 h. For an order awarding Plaintiff and the Class their reasonable attorneys' fees,  
19 expenses, and costs of suit.

20 **DEMAND FOR TRIAL BY JURY**

21 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any  
22 and all issues in this action so triable as of right.

23 Dated: January 30, 2026

24 Respectfully submitted,

25 **GUCOVSKI LAW FIRM, PLLC.**

26 By: /s/ Adrian Gucovski

27 Adrian Gucovski (State Bar No. 360988)

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Nathaniel Haim Sari (State Bar No. 362634)  
140 Broadway, Fl. 46  
New York, NY 10005  
Telephone: (212) 884-4230  
Facsimile: (212) 884-4230  
E-Mail: adrian@gucovschilaw.com  
nathaniel@gucovschilaw.com

Frank S. Hedin (SBN 291289)  
**HEDIN LLP**  
1395 Brickell Ave., Suite 610  
Miami, Florida 33131-3302  
Telephone: (305) 357-2107  
Facsimile: (305) 200-8801  
E-Mail: fhedin@hedinllp.com

*Attorney for Plaintiff*

**CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)**

I, Adrian Gucovschi, declare as follows:

1. I am an attorney at law licensed to practice in the State of California and a member of the bar of this Court. I am a partner at Gucovschi Law Firm, PLLC, counsel of record for Plaintiff Pooja Prakash in this action. Plaintiff Pooja Prakash alleges that she is a citizen of California who resides in Rancho Cordova, California. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would competently testify thereto under oath.

2. The Complaint filed in this action is filed in the proper place for trial under Civil Code Section 1780(d) in that Defendant Wayfair, LLC, regularly does business in the Eastern District of California, and a substantial portion of the events alleged in the Complaint, including the same misrepresentations, omissions, and injures as alleged herein, have occurred in this District.

I declare under the penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct, and that this declaration was executed at Miami, Florida, this 30<sup>th</sup> day of January, 2026.

/s/ Adrian Gucovschi  
Adrian Gucovschi

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

POOJA PRAKASH, individually and on behalf of all others similarly situated

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

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

Adrian Gucovschi, Esq., Gucovschi Law Firm, PLLC 140 Broadway; New York, NY 10005

DEFENDANTS

WAYFAIR LLC

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

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

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, etc.

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28:1332 - Diversity-Fraud

Brief description of cause: Diversity-Fraud

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE 01/30/2026 SIGNATURE OF ATTORNEY OF RECORD /s/ Adrian Gucovschi

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**Case 2:26-cv-00263-DAD-CKD Document 1-1 Filed 01/30/26 Page 2 of 2**  
**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.