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

10 ISAAC BOUCHER, *on behalf of*
11 *himself and all others similarly*
12 *situated,*

13 Plaintiff,

14 vs.

15 BJORN CAPITAL GROUP LLC
16 d/b/a THE POD COMPANY,

17 Defendant.

18 Case No. 5:26-cv-00860

19 **CLASS ACTION COMPLAINT**

- 20 1. VIOLATION OF CALIFORNIA’S
21 FALSE ADVERTISING LAW,
22 BUS. & PROF. CODE § 17500 *et.*
23 *seq.*
- 24 2. VIOLATION OF CALIFORNIA’S
25 CONSUMER LEGAL REMEDIES
26 ACT, CIV. CODE § 1750 *et. seq.*
- 27 3. VIOLATION OF CALIFORNIA’S
28 UNFAIR COMPETITION LAW,
CAL. BUS. & PROF. CODE §
17200, *et. seq.*
4. BREACH OF CONTRACT
5. BREACH OF EXPRESS
WARRANTY
6. BREACH OF IMPLIED
WARRANTY
7. QUASI-CONTRACT/UNJUST
ENRICHMENT
8. NEGLIGENT
MISREPRESENTATION
9. INTENTIONAL
MISREPRESENTATION

DEMAND FOR JURY TRIAL

1 Plaintiff Isaac Boucher (“Plaintiff”), individually and on behalf of all others
2 similarly situated, bring this class action lawsuit against Bjorn Capital Group LLC
3 d/b/a the Pod Company (“Pod Company” or “Defendant”) and alleges, upon personal
4 knowledge as to his own actions and his counsel’s investigation and upon
5 information and good faith belief as to all other matters, as follows:

6 **I. INTRODUCTION**

7 1. Advertised “sales” are important to consumers. They are more likely to
8 make purchases if they think that they are getting a discount. Further, if consumers
9 think a discounted price will not last, they are likely to buy immediately, rather than
10 wait, or comparison shop, and ultimately buy something else.

11 2. While there is nothing wrong with a legitimate sale, a fake sale—that is,
12 “sale” with fake regular prices, fake discounts, and fake expirations—is deceptive
13 and illegal.

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

18 4. Moreover, Section 17501 of California’s False Advertising Law
19 provides that “[n]o price shall be advertised as a former price ... unless the alleged
20 former price was the prevailing market price ... within three months next
21 immediately preceding” the advertisement. Cal. Bus. & Prof. Code § 17501.

22 5. Accordingly, in addition to generally prohibiting false and misleading
23 fake discounts, California’s False Advertising Law also specifically prohibits the
24 particular type of fake discount where the advertised former price is not the prevailing
25 price during the past three months.

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

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

10 8. Fake sales violate these laws.

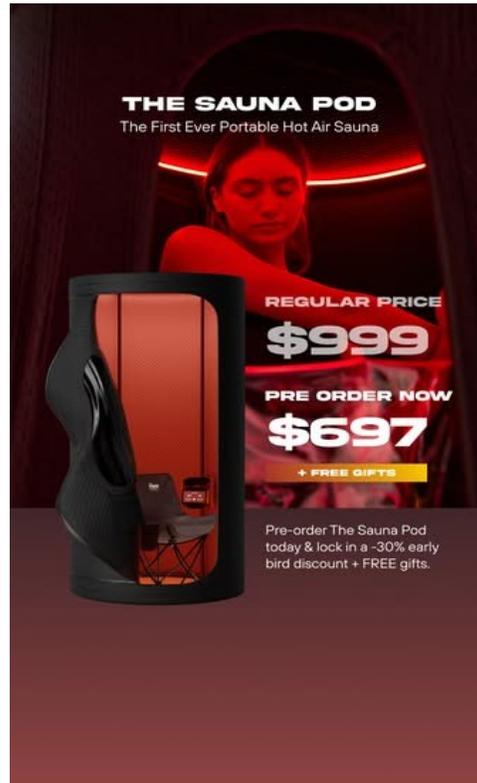
11 9. Fake sales also violate California’s general prohibition on unlawful,
12 unfair, and deceptive business practices. *See* Cal. Bus. & Prof. Code § 17200.

13 10. The Pod Company sells and markets fitness products (the “Products”)
14 through the Pod Company brand and on the website www.podcompany.com (the
15 “Website”).

16 11. Defendant lists purported regular prices and advertises purported
17 limited-time discounts from those regular prices. These include discounts offering
18 “X% off” and “X% off sitewide” that are purportedly time-limited and limited to a
19 particular period, such as the holidays or the new year. These discounts are made
20 available by using a discount code, or are automatically applied to the Products
21 sitewide. Defendant also advertises that its Products have a lower discount price as
22 compared to a higher, “regular price,” or a price shown in grey and/or strikethrough
23 font. Examples are shown below:

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12. Far from being time-limited, however, Defendant’s discounts are routinely available. As a result, everything about Defendant’s price and purported discount advertising is false. The regular prices Defendant advertises are not actually

1 Defendant’s regular prices, because Defendant’s Products are consistently available
2 for less than that. The purported discounts Defendant advertises are not the true
3 discounts the customer is receiving and are often not discounts at all. Nor are the
4 purported discounts time-limited—quite the opposite, they are consistently available.

5 13. As described in greater detail below, Plaintiff bought items from
6 Defendant on the Website. When Plaintiff made his purchases, Defendant advertised
7 that sales were going on, and so Defendant represented that the Products Plaintiff
8 purchased were being offered at a steep discount from their purported “regular”
9 prices that Defendant advertised. And based on Defendant’s representations, Plaintiff
10 believed that they were purchasing Products whose regular price and market value
11 were the purported “regular” price that Defendant advertised, that they were
12 receiving a substantial discount, and that the opportunity to get that discount was
13 time-limited. These reasonable beliefs are what caused Plaintiff to buy from
14 Defendant when he did.

15 14. However, the representations Plaintiff relied on were false. The
16 purported “regular” prices were not the true regular prices, the purported “discounts”
17 were not the true discounts, and the discounts were ongoing—not time-limited. Had
18 Defendant been truthful, Plaintiff and other consumers like him would not have
19 purchased the Products, or would have paid less for them.

20 15. Plaintiff brings this case on behalf of himself and the other customers
21 who purchased Defendant’s Products.

22 **II. PARTIES**

23 16. Plaintiff Isaac Boucher is and was at all relevant times, an individual
24 and resident of Yucaipa in San Bernadino County, California. Mr. Boucher intends
25 to remain in California and makes his permanent home there.

26 17. The Pod Company is a corporation organized under the laws of
27 Delaware located at 8 the Green, Ste. R, Dover, Delaware 19901.

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1 **III. JURISDICTION AND VENUE**

2 18. The exercise of federal subject matter jurisdiction is also appropriate
3 pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2) (“CAFA”),
4 because (i) at least one member of the Class is a citizen of a different state than any
5 Defendant, (ii) there are more than 100 members of the Class, (iii) the aggregate
6 amount in controversy exceeds \$5,000,000, exclusive of interests and costs, and (iv)
7 none of the exceptions apply to this action.

8 19. This Court has personal jurisdiction over Defendant because it conducts
9 business in this judicial district and a substantial part of the events or omissions
10 giving rise to Plaintiff’s claims occurred in the judicial district.

11 20. Venue is proper pursuant to 28 U.S.C. § 1391(b)(1) and 28 U.S.C. §
12 1391(d) because Defendant would be subject to personal jurisdiction in this District
13 if this District were a separate state, given that Defendant sold Products to consumers
14 in this District, including Plaintiff. Venue is also proper under 28 U.S.C. § 1391(b)(2)
15 because a substantial part of Defendant’s conduct giving rise to the claims occurred
16 in this District, including Defendant’s sales to Plaintiff.

17 **IV. FACTUAL ALLEGATIONS**

18 **A. DEFENDANT’S FAKE PRICES AND FAKE DISCOUNTS**

19 21. Defendant manufactures, distributes, markets, and sells the Products.

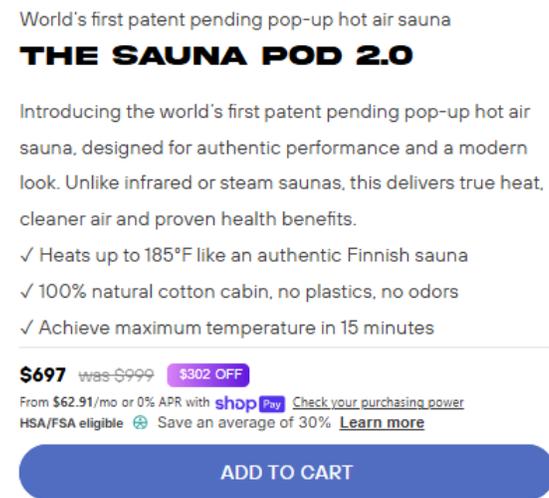
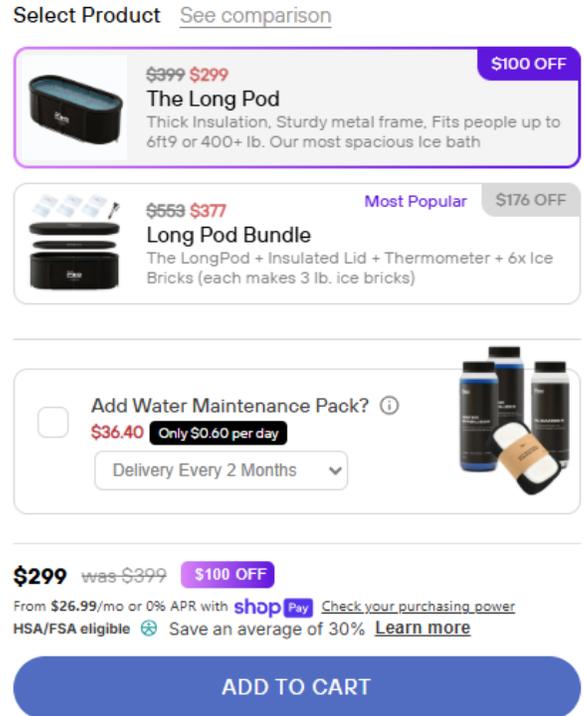
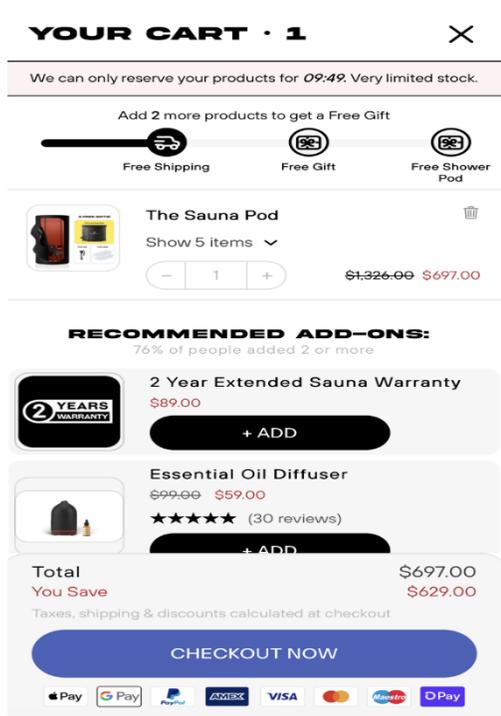
20 22. Defendant creates the false impression that its Product’s regular prices
21 are higher than they truly are.

22 23. On its website and in advertisements, Defendant consistently advertises
23 steep discounts on its Products. These discounts offer “X%” off of the regular prices
24 Defendant advertises. These discounts are typically deep discounts, such as “50%”
25 off or “40%” off.

26 24. Even though in truth these discounts run in perpetuity, Defendant claims
27 they are only valid for a limited time.

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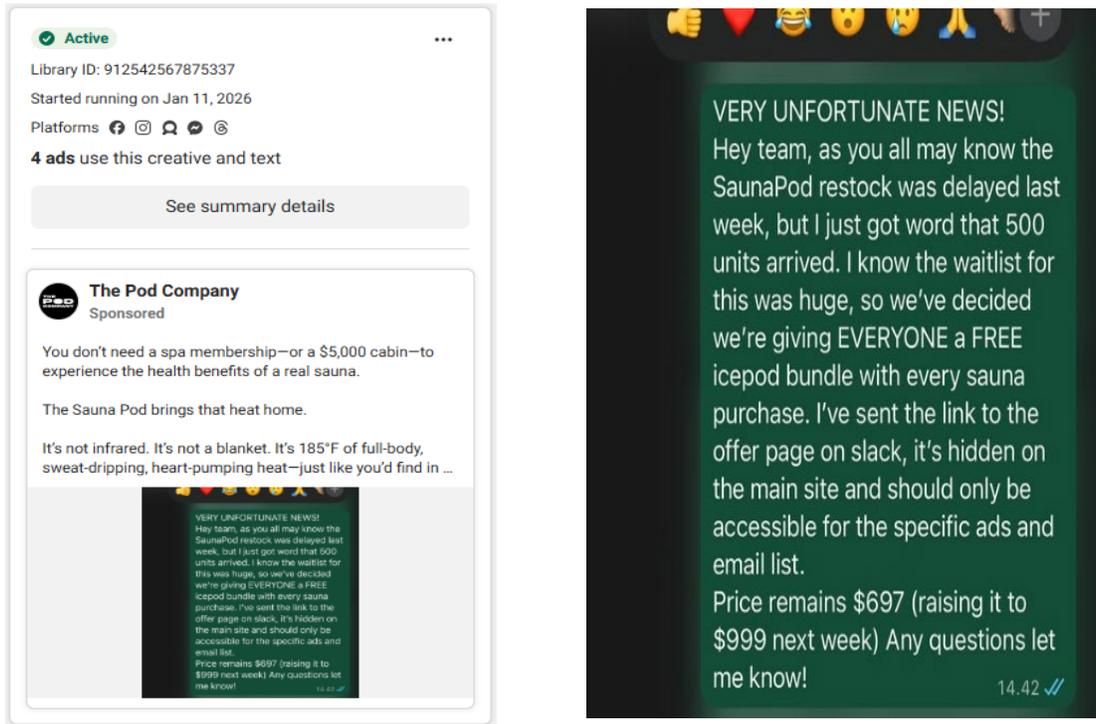
25. Defendant advertises these discounts extensively: on social media advertisements; on search engine advertisements; on attention-grabbing banners; on products listing pages, next to images of each Product; on the individual product pages for each Product, and during checkout. Example screenshots are provided on the following pages:



1 26. Defendant represents that these discounts will only be available for a
 2 limited time, but in reality, they continue indefinitely. For example, as depicted
 3 below, Defendant began running an advertisement on Meta on January 11, 2026
 4 representing that its sale of the Sauna Pod would end “next week.”¹

5 27. To reasonable consumers, this means that after January 18, 2026,
 6 Defendant’s Sauna Pod would no longer be on sale and would retail at their purported
 7 regular price.

Captured February 14, 2026



20 28. However, the Sauna Pod has consistently been on “sale” for \$697 since
 21 (and before) January 18, 2026. And, as evidenced by the screenshot above, Defendant
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23
 24 ¹ The image displayed below is a true and correct screenshot from Meta’s publicly
 25 available “Ad Library,” a transparency database maintained by Meta Platforms, Inc.
 26 that allows any user to view advertisements currently running across Meta services,
 27 including Facebook, Threads, and Instagram. The Ad Library identifies the
 28 advertiser, the advertisement’s creative content, and the dates during which the
 advertisement has been delivered. The advertisement is labeled “Active,” which,
 according to Meta’s Ad Library interface, signifies that the advertisement is still
 running and eligible to be shown to users, demonstrating that the promotion
 continued beyond the purportedly “limited-time” period.

1 continues to run the advertisement representing that the price will be raised “next
2 week” as of the date of this filing—over four weeks later.

3 29. Similarly, Defendant advertises purported time-limited seasonal sales.
4 However, immediately after each purportedly time-limited sale ends, Defendant
5 generates another similar discount.

6 30. For example, in February of 2025, Defendant advertised a purportedly
7 time-limited seasonal “Winter Sale.”



18 *Captured February 21, 2025*

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1 31. However, immediately after the purportedly time-limited seasonal
2 “Winter Sale” was supposed to have ended, Defendant advertised the exact discount
3 as a “Spring Sale.”



15 *Captured April 3, 2025*

16 32. To confirm that Defendant consistently offers discounts off of purported
17 regular prices, Plaintiff’s counsel performed an investigation of Defendant’s
18 advertising practices using the Internet Archive’s Wayback Machine (available at
19 www.archive.org).² Defendant’s sales are persistent.

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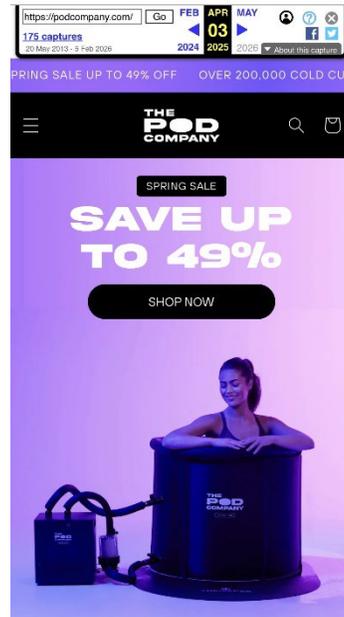
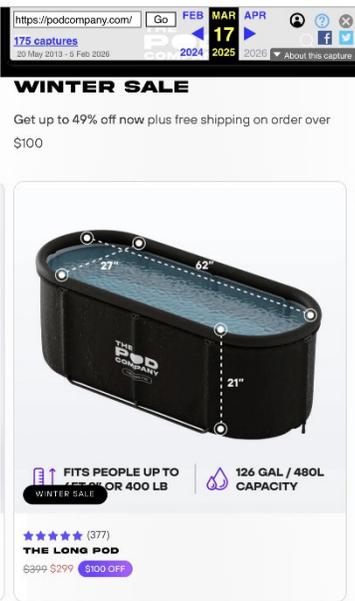
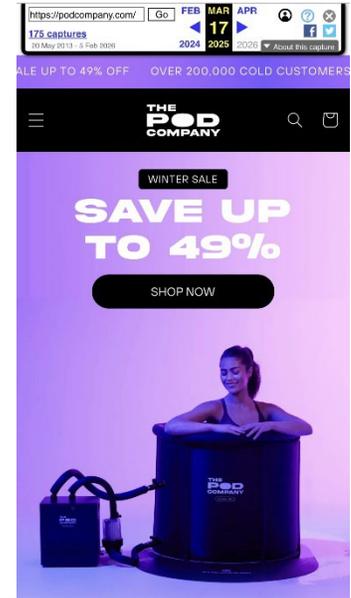
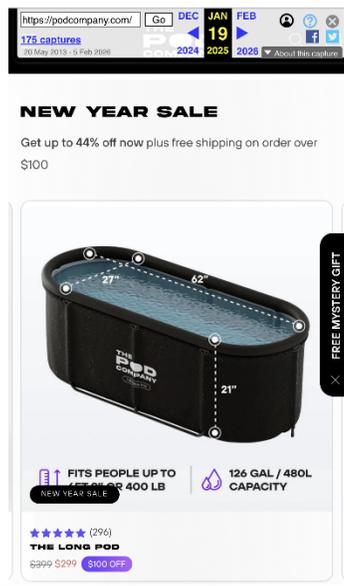
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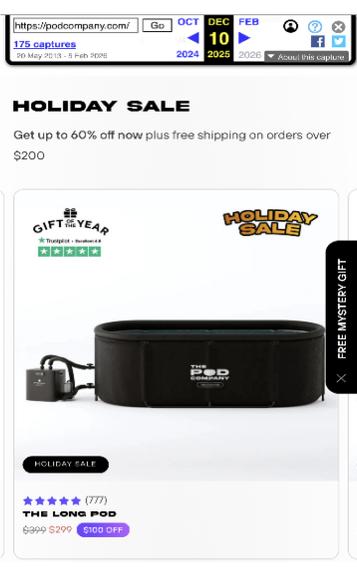
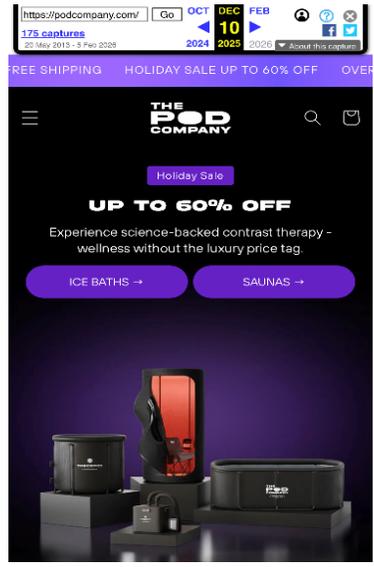
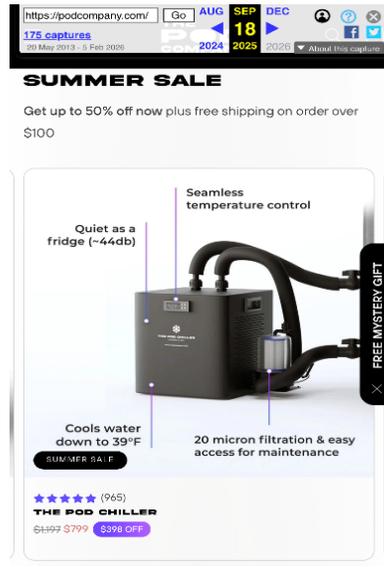
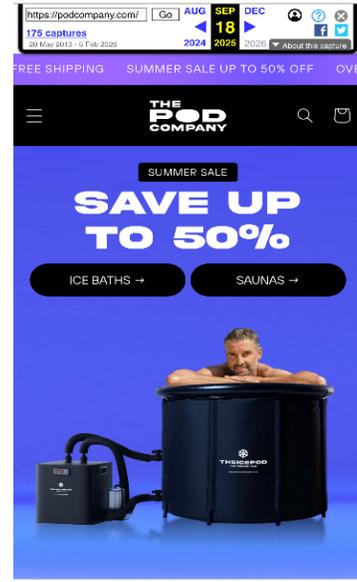
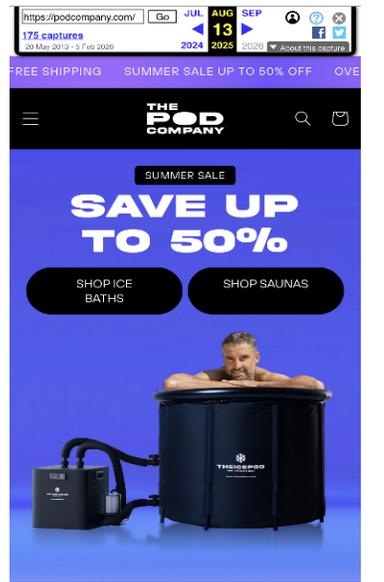
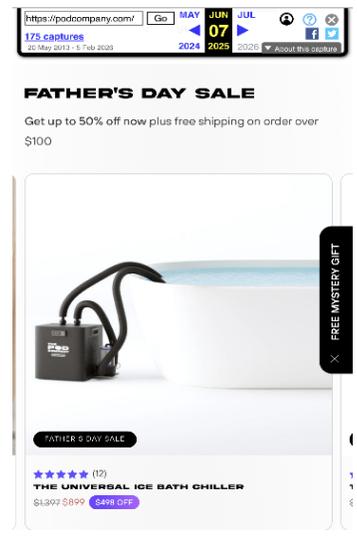
28 ² The Internet Archive, available at archive.org, is a library that archives web pages.
<https://archive.org/about/>

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1 33. Based on Defendant’s advertisements, reasonable consumers
2 reasonably believe that the purported regular prices Defendant advertises are
3 Defendant’s former prices—the price at which the goods were actually offered for
4 sale before the limited-time offer went into effect.

5 34. In other words, reasonable consumers reasonably believe that, prior to
6 the purportedly time-limited sale, consumers had to pay the regular price to get the
7 item and did not have the opportunity to get a discount from that regular price.

8 35. Reasonable consumers also reasonably believe that the regular prices
9 Defendant advertises represent the true market value of the Products and are the
10 prevailing prices for those Products.

11 36. Reasonable consumers also reasonably believe that they are receiving
12 reductions from those regular prices in the amounts advertised.

13 37. In truth, however, Defendant persistently offers discounts from the
14 purportedly “regular” prices it advertises.

15 38. As a result, everything about Defendant’s price and purported discount
16 advertising is false.

17 39. The regular prices Defendant advertises are not actually Defendant’s
18 regular or former prices, or the prevailing prices for the Products Defendant sells,
19 and do not represent the true market value for the Products.

20 40. Defendant’s Products are consistently available for less than that, and
21 customers did not have to pay that amount to get those items.

22 41. The purported discounts Defendant advertises are not the actual
23 discount the customer is receiving, and are often not a discount at all.

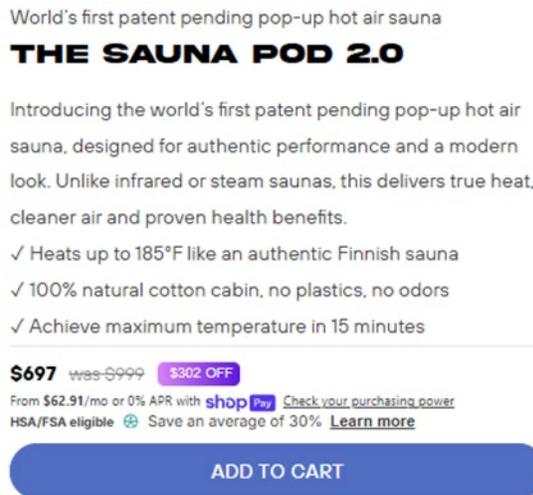
24 42. Further, the purported discounts are not limited in time or expiring
25 soon—quite the opposite, they are consistently available.

26 **B. DEFENDANT’S REGULAR PRICES WERE NOT THE**
27 **PREVAILING PRICES**

28 43. As explained above, Defendant primarily sells its Products through its

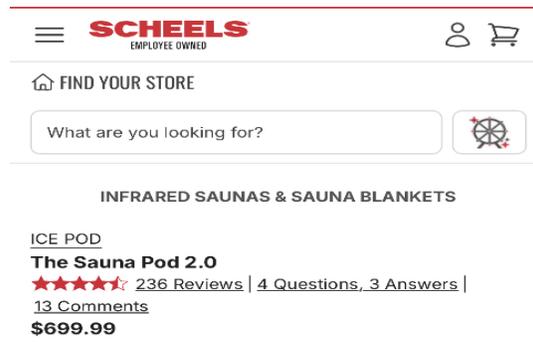
1 Website. Some Products are also available through a small number of third-party
 2 websites and retailers, including Amazon and Scheels.

3 44. Similar to the prices offered on Defendant's Website, Defendant's
 4 Products are available from third-party websites and retailers for prices below
 5 Defendant's listed regular prices. For example, on February 14, 2026, Defendant's
 6 Website advertised that the Sauna Pod was available for \$697, with a listed regular
 7 price of \$999, and a supposed \$302 discount.



Captured February 14, 2026

17 45. At the same time, the Sauna Pod was offered on Scheels for \$699.99:

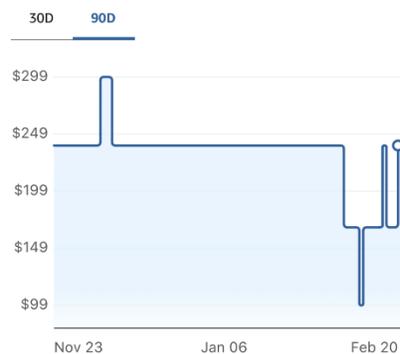


Captured February 14, 2026

46. Similarly, as of February 20, 2026, Amazon's price history feature indicated that (i) the 90-day median price of the Pod Company Long Pod on Amazon was \$239, and (ii) the Pod Company Long Pod had not been offered for the purported listed regular price of \$399 in the preceding 90 days:

Over the past 90 days, the price of [The Pod Company Long Pod Cold Plunge](#) has fluctuated significantly from \$99 to \$299. The current price is \$239, which matches the median price during this period. Notable price movements include:

- December 5-7: Brief spike to \$299 (list price)
- February 6-19: Drop to \$167.30 for extended period
- February 10: Lowest price at \$99 (one day only)
- February 16 & 20: Returns to current \$239 price



Captured February 20, 2026

#1 best selling cold plunge in the USA

THE LONG POD

Boost mood & energy, reduce anxiety, sharpen focus, speed muscle recovery and sleep deeper with cold therapy.

- ✓ Cools to 39°F + clean water for 4+ weeks
- ✓ Most powerful, efficient chiller in its class
- ✓ No plumbing or special installation required
- ✓ Patented sturdy oval design, fits users < 6ft9
- ✓ Engineered to perform like the \$5000+ plunges, at a fraction of the cost

Select Shape: Long NEW

From \$99 From \$299

Add Water Chiller? [More info](#)

No Keep your water cold with ice

Yes From \$749

Select Product [See comparison](#)

~~\$399~~ **\$299** \$100 OFF

The Long Pod
Thick insulation, sturdy metal frame. Fits people up to 6ft9 or 400+ lb. Our most spacious Ice bath

SPIN TO WIN

Captured February 20, 2026

47. In short, as the above shows, Defendant's Products are regularly available from third-party websites and sellers for less than the purported regular prices that Defendant's Website advertises.

48. Indeed, prices charged on third-party websites and by third-party retailers will converge on Defendant's price because the Products are sold in an e-commerce market and Defendant, the manufacturer, sells the Products directly to consumers through its publicly available Website.

49. Moreover, on information and belief, the Products are primarily sold through Defendant's branded Website.

50. Indeed, if consumers are searching for a Product, they will go to Defendant's Website. For example, if a consumer Googles "Hume Health Pod," the first several results will be related to the Website.

1 51. Accordingly, because the Products are most commonly sold on
2 Defendant’s website, they are most commonly sold for the discounted prices
3 routinely available on Defendant’s Website.

4 52. Moreover, as discussed above, the Products are regularly available on
5 Amazon—one of the world’s largest retailers of consumer goods—for far lower
6 prices than Defendant’s listed regular prices.

7 53. Thus, between sales on Defendant’s website and Amazon, the Products
8 routinely and predominantly sell for prices below Defendant’s purported regular
9 prices, and the listed regular prices are not the prevailing market rates.

10 **C. DEFENDANT’S ADVERTISEMENTS ARE UNFAIR,**
11 **DECEPTIVE, AND UNLAWFUL.**

12 54. Section 17500 of California’s False Advertising Law prohibits
13 businesses from making statements they know or should know to be false or
14 misleading—including statements falsely suggesting that a product is on sale, when
15 it is not. Cal. Bus. & Prof. Code § 17500.

16 55. Moreover, section 17501 of California’s False Advertising Law
17 specifically provides that “[n]o price shall be advertised as a former price ... unless
18 the alleged former price was the prevailing market price ... within three months next
19 immediately preceding” the advertising. Cal. Bus. & Prof. Code § 17501.

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

24 57. In addition, the Federal Trade Commission’s regulations prohibit false
25 or misleading “former price comparisons,” for example, making up “an artificial,
26 inflated price ... for the purpose of enabling the subsequent offer of a large reduction”
27 off that price. 16 C.F.R. § 233.1. They also prohibit false or misleading “retail price
28 comparisons” and “comparable value comparisons,” for example ones that falsely

1 suggest that the seller is “offer[ing] goods at prices lower than those being charged
2 by others for the same merchandise” when this is not true. 16 C.F.R. § 233.1.

3 58. Finally, California’s unfair competition law bans unlawful, unfair, and
4 deceptive business practices. *See* Cal. Bus. & Prof. Code § 17200.

5 59. Here, as described in detail above, Defendant makes false and
6 misleading statements about its prices. Defendant advertises “regular” prices that are
7 not its true “regular” prices, or its former prices, and were not the prevailing market
8 price in the three months immediately preceding the advertisement. In addition,
9 Defendant advertised goods or services with the intent not to sell them as advertised,
10 for example, by advertising goods that had certain former prices and/or market values
11 without the intent to sell goods that had those former prices and/or market values.
12 Defendant made false or misleading statements of fact concerning the reasons for,
13 existence of, and amounts of price reductions, including the existence of steep
14 discounts, and the amounts of price reductions resulting from those discounts.
15 Defendant engaged in unlawful, unfair, and deceptive business practices.

16 **D. DEFENDANT’S ADVERTISEMENTS HARM CONSUMERS.**

17 60. Based on Defendant’s advertisements, reasonable consumers would
18 expect that the listed regular prices are the “regular” prices at which Defendant
19 usually sells its Products; that these are the former prices that Defendant sold its
20 Products for before the time-limited discount was introduced.

21 61. Reasonable consumers would also expect that, if they purchase during
22 the sale, they will receive an item whose regular price and/or market value is the
23 advertised regular price and that they will receive the advertised discount from the
24 regular purchase price.

25 62. In addition, consumers are more likely to buy the product if they believe
26 that the product is on sale and that they are getting a product with a higher regular
27 price and/or market value at a substantial discount.
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1 63. Consumers that are presented with discounts are substantially more
2 likely to make the purchase. “Nearly two-thirds of consumers surveyed admitted that
3 a promotion or a coupon often closes the deal, if they are wavering or are undecided
4 on making a purchase.”³ And, “two-thirds of consumers have made a purchase they
5 weren’t originally planning to make solely based on finding a coupon or discount,”
6 while “80% [of consumers] said they feel encouraged to make a first-time purchase
7 with a brand that is new to them if they found an offer or discount.”⁴

8 64. Similarly, when consumers believe that an offer is expiring soon, the
9 sense of urgency makes them more likely to buy a product.⁵

10 65. Thus, Defendant’s advertisements harm consumers by inducing them to
11 make purchases based on false information. In addition, by this same mechanism,
12 Defendant’s advertisements artificially increase consumer demand for Defendant’s
13 Products. This puts upward pressure on the prices that Defendant can charge for its
14 Products. As a result, Defendant can charge a price premium for its Products that it
15 would not be able to charge absent the misrepresentations described above. So, due
16 to Defendant’s misrepresentations, Plaintiff and the class paid more for the Products
17 they bought than they otherwise would have.

18 **E. PLAINTIFF WAS MISLEAD BY DEFENDANT’S**
19 **MISREPRESENTATIONS**

20 66. On January 3, 2025, Plaintiff purchased the Long Pod from Defendant’s
21 Website for \$299. He made this purchase while living in Yucaipa, California.

22 _____
23 ³ E.g., Khalid Saleh, *How Discounts Affect Online Consumer Buying Behavior*,
24 <https://www.invespcro.com/blog/how-discounts-affect-online-consumer-buying-behavior/>, archived at <https://perma.cc/G9P5-AWL5>

25 ⁴ E.g., *RetailMeNot Survey: Deals and Promotional Offers Drive Incremental*
26 *Purchases Online, Especially Among Millennial Buyers*,
27 <https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html>, archived at <https://perma.cc/34N6-N8SZ>

28 ⁵ E.g., Marcus Taylor, *How to Effectively Create Urgency in Sales*,
<https://cxl.com/blog/creating-urgency/>, archived at <https://perma.cc/XL2D-ABPE>

1 Defendant's Website represented the Long Pod had a regular price of \$399, and that
2 Plaintiff was receiving a discount of \$100.

3 67. On February 25, 2025, Plaintiff purchased a Sauna Pod from
4 Defendant's Website for \$697. He made this purchase while living in Yucaipa,
5 California. Defendant's Website represented the Sauna Pod had a regular price of
6 \$999, and that Plaintiff was receiving a discount of \$302.

7 68. Plaintiff read and relied on Defendant's representations on the Website,
8 specifically that the Products were being offered at a discount for a limited time and
9 had the "regular" prices listed above. Based on Defendant's representations described
10 and shown above, Plaintiff reasonably understood that the Products he purchased
11 regularly (and before the promotion Defendant was advertising) retailed at the
12 published "regular" price, that this "regular" price was the market value of the
13 Products that they were buying, that he was receiving the advertised discount as
14 compared to the regular price, and that advertised discount was only available for a
15 limited time (during the limited time promotion). He would not have made the
16 purchases if they had known that the Products were not discounted as advertised, and
17 that they were not receiving the advertised discount.

18 69. Plaintiff faces an imminent threat of future harm. Plaintiff would
19 purchase Products from Defendant again in the future if he could feel sure that
20 Defendant's "regular" prices accurately reflected Defendant's former prices and the
21 market value of the Products, and that its discounts were truthful. But without an
22 injunction, Plaintiff has no realistic way to know which—if any—of Defendant's
23 "regular" prices, discounts, and sales are not false or deceptive. Accordingly, Plaintiff
24 is unable to rely on Defendant's advertising in the future, and so cannot purchase
25 Products they would like to purchase.

26 **F. DEFENDANT BREACHED ITS CONTRACT.**

27 70. When Plaintiff purchased and paid for the Products he bought as
28 described above, he accepted offers that Defendant made, and thus, a contract was

1 formed at the time that he made a purchase. The offer was to provide Products having
2 a particular listed regular price and market value, and to provide that Product at the
3 discounted price advertised on the website.

4 71. Defendant's Website lists the market value of the items that Defendant
5 promised to provide (which are shown above). Defendant agreed to provide a
6 discount equal to the difference between the regular prices listed by Defendant, and
7 the prices paid by Plaintiff (also shown above). For example, Defendant offered to
8 provide (among other things) the Sauna Pod with a market value of \$999, for a
9 discounted price of \$697 plus tax; and to provide a discount of \$302.

10 72. The regular price and market value of the items Plaintiff would receive,
11 and the amount of the discount he would be provided off of the regular price of those
12 items, were specific and material terms of the contract.

13 73. Plaintiff performed his obligations under the contracts by paying for the
14 items he purchased.

15 74. Defendant breached its contracts by failing to provide Plaintiff with
16 Products that have a regular price and market value equal to the regular price
17 displayed, and by failing to provide the discount it promised.

18 **G. THERE IS NO ADEQUATE REMEDY AT LAW.**

19 75. Plaintiff seeks damages and, in the alternative, restitution. Plaintiff is
20 permitted to seek equitable remedies in the alternative because he has no adequate
21 remedy at law.

22 76. A legal remedy is not adequate if it is not as certain as an equitable
23 remedy. The elements of Plaintiff's equitable claims are different and do not require
24 the same showings as Plaintiff's legal claims.

25 77. For example, Plaintiff's FAL claim under Section 17501 (an equitable
26 claim) is predicated on a specific statutory provision, which prohibits advertising
27 merchandise using a former price if that price was not the prevailing market price
28 within the past three months. Cal. Bus. & Prof. Code § 17501.

1 78. Plaintiff may be able to prove these more straightforward factual
2 elements, and thus prevail under the FAL, while not being able to prove one or more
3 elements of his legal claims.

4 79. As a second example, to obtain damages under the CLRA, a plaintiff
5 must show that they complied with the CLRA's notice requirement for damages. No
6 such requirements exist to obtain restitution. Because a plaintiff must make this
7 additional showing to obtain damages, rather than restitution, the legal remedies are
8 more uncertain.

9 **V. CLASS ALLEGATIONS**

10 80. Plaintiff brings this proposed class action lawsuit pursuant to Federal
11 Rule of Civil Procedure 23(b)(2) and Rule 23(b)(3) on behalf of himself and a Class
12 (the "Class") and a California subclass (the "California Subclass"; together with the
13 Class, the "Classes") of all others similarly situated, defined as follows:

- 14 a. **Nationwide Class**: All persons who, within the applicable statute
15 of limitations period, purchased one or more Products advertised
16 at a discount on Defendant's Website.
- 17 b. **California Subclass**: All persons who, while in the state of
18 California and within the applicable statute of limitations period,
19 purchased one or more Products advertised at a discount on
20 Defendant's Website.

21 81. Excluded from the Classes are: (i) any Judge or Magistrate presiding
22 over this action and members of their families; (ii) Defendant, Defendant's
23 subsidiaries, parents, successors, predecessors, and any entity in which Defendant or
24 its parents have a controlling interest and its officers and directors; (iii) persons who
25 properly execute and file a timely request for exclusion from the Class; (iv) persons
26 whose claims in this matter have been finally adjudicated on the merits or otherwise
27 released; (v) Plaintiff's counsel and Defendant's counsel; and (vi) the legal
28 representatives, successors, and assigns of any such excluded persons.

1 82. **Numerosity**: The exact number of members of the Classes is unknown
2 and not available to Plaintiff at this time, but individual joinder is impracticable. On
3 information and belief, Defendant has many thousands of users who fall into the
4 definition of the Classes. Members of the Classes can be identified through
5 Defendant's records.

6 83. **Commonality and Predominance**: There are questions of law and fact
7 common to the claims of Plaintiff and the alleged Classes, and those questions
8 predominate over any questions that may affect individual members of the Classes.
9 Common questions for the members of the Classes include, but are not necessarily
10 limited to the following:

- 11 a. whether Defendant made false or misleading statements of fact in
12 its advertisements;
- 13 b. whether Defendant violated California's consumer protection
14 statutes;
- 15 c. whether Defendant committed a breach of contract;
- 16 d. whether Defendant committed a breach of an express or implied
17 warranty;
- 18 e. damages needed to reasonably compensate Plaintiff and the
19 proposed classes.

20 84. **Typicality**: Plaintiff's claims are typical of the proposed Classes. Like
21 the proposed Classes, Plaintiff purchased the Products advertised at a discount from
22 Defendant. There are no conflicts of interest between Plaintiff and the Classes.

23 85. **Adequate Representation**: Plaintiff will fairly and adequately
24 represent and protect the interests of the Classes and has retained counsel competent
25 and experienced in complex litigation and class actions. Plaintiff's claims are
26 representative of the claims of the other members of the Classes. That is, Plaintiff
27 and the members of the Classes sustained injuries and damages as a result of
28 Defendant's conduct. Plaintiff also has no interests antagonistic to those of the

1 Classes, and Defendant has no defenses unique to Plaintiff. Plaintiff and their counsel
2 are committed to vigorously prosecuting this action on behalf of the members of the
3 Classes and have the financial resources to do so. Neither Plaintiff nor their counsel
4 have any conflicts with or interests adverse to the Classes.

5 86. **Superiority**: Class proceedings are superior to all other available
6 methods for the fair and efficient adjudication of this controversy, as joinder of all
7 members of the Classes is impracticable. Individual litigation would not be preferable
8 to a class action because individual litigation would increase the delay and expense
9 to all parties due to the complex legal and factual controversies presented in this
10 Complaint as well as the risk of inconsistent adjudication. By contrast, a class action
11 presents far fewer management difficulties and provides the benefits of single
12 adjudication, economy of scale, and comprehensive supervision by a single court.
13 Through a class action, economies of time, effort, and expense will be fostered, and
14 uniformity of decisions will be ensured.

15 87. Plaintiff reserves the right to revise the foregoing “Class Allegations”
16 and “Class Definitions” based on facts learned through additional investigation and
17 in discovery.

18 **CAUSES OF ACTION**

19 **FIRST CAUSE OF ACTION**

20 **VIOLATIONS OF THE CALIFORNIA’S FALSE ADVERTISING LAW**

21 **Bus. & Prof. Code §§ 17500 & 17501, et seq.**

22 **(On Behalf of Plaintiff & the California Subclass)**

23 88. Plaintiff repeats and re-alleges all factual allegations contained in the
24 foregoing paragraphs as if fully set forth herein.

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

27 90. Defendant has violated Sections 17500 and 17501 of the Business and
28 Professions Code.

1 91. Defendant has violated, and continues to violate, Section 17500 of the
2 Business and Professions Code by disseminating untrue and misleading
3 advertisements to Plaintiff and subclass members.

4 92. As alleged more fully above, Defendant advertises former prices along
5 with discounts. Defendant does this, for example, by crossing out a higher price (e.g.,
6 \$1049) and displaying it next to a lower, discounted price. Reasonable consumers
7 would understand prices denoted as “regular” prices from which time-limited
8 discounts are calculated to denote “former” prices, i.e., the prices that Defendant
9 charged before the time-limited discount went into effect.

10 93. The prices advertised by Defendant are not Defendant’s “regular”
11 prices. In fact, those prices are never Defendant’s regular prices (i.e., the price you
12 usually have to pay to get the product in question), because there is always a heavily-
13 advertised promotion ongoing entitling consumers to a discount. Moreover, for the
14 same reasons, those prices were not the former prices of the Products. Accordingly,
15 Defendant’s statements about the former prices of its Products, and its statements
16 about its discounts from those former prices, were untrue and misleading. In addition,
17 Defendant’s statements that its discounts are “limited time” and only “valid” for a
18 certain time period are false and misleading too.

19 94. In addition, Defendant has violated, and continues to violate, Section
20 17501 of the Business and Professions Code by advertising former prices that were
21 not the prevailing market price within three months next immediately preceding the
22 advertising. As explained above, Defendant’s advertised “regular” prices, which
23 reasonable consumers would understand to denote former prices, were not the
24 prevailing market prices for the Products within three months preceding publication
25 of the advertisement. And Defendant’s former price advertisements do not state
26 clearly, exactly, and conspicuously when, if ever, the former prices prevailed.
27 Defendants advertisements do not indicate whether or when the purported former
28 prices were offered at all.

1 95. Defendant’s misrepresentations were intended to induce reliance, and
2 Plaintiff saw, read, and reasonably relied on the statements when purchasing
3 Products. Defendant’s misrepresentations were a substantial factor in Plaintiff’s
4 purchase decision.

5 96. In addition, subclass-wide reliance can be inferred because Defendant’s
6 misrepresentations were material, i.e., a reasonable consumer would consider them
7 important in deciding whether to buy the Products.

8 97. Defendant’s misrepresentations were a substantial factor and proximate
9 cause in causing damages and losses to Plaintiff and the subclass.

10 98. Plaintiff and the subclass were injured as a direct and proximate result
11 of Defendant’s conduct because (a) they would not have purchased Products if they
12 had known the truth, and/or (b) they overpaid for the Products because the Products
13 were sold at a price premium due to the misrepresentation.

14 **SECOND CAUSE OF ACTION**

15 **VIOLATION OF CONSUMER LEGAL REMEDIES ACT**
16 **Cal. Civ. Code § 1750, et seq.**
17 **(On Behalf of Plaintiff & the California Subclass)**

18 99. Plaintiff repeats and re-alleges all factual allegations contained in the
19 foregoing paragraphs as if fully set forth herein.

20 100. Plaintiff brings this claim individually and on behalf of the members of
21 the California Subclass.

22 101. Plaintiff and the subclass have engaged in “transactions” with
23 Defendant as that term is defined by California Civil Code § 1761(e).

24 102. Plaintiff and the subclass are “consumers,” as the term is defined by
25 California Civil Code § 1761(d).

26 103. The conduct alleged in this Complaint constitutes unfair methods of
27 competition and unfair and deceptive acts and practices for the purpose of the CLRA,
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1 and the conduct was undertaken by Defendant in transactions intended to result in,
2 and which did result in, the sale of goods to consumers.

3 104. A defendant must show it had the consent of all parties to the
4 communication.

5 105. As alleged more fully above, Defendant made and disseminated untrue
6 and misleading statements of facts in its advertisements to subclass members.
7 Defendant did this by using fake regular prices, i.e., regular prices that are not the
8 prevailing prices, and by advertising fake discounts.

9 106. Defendant violated, and continues to violate, section 1770 of the
10 California Civil Code.

11 107. Defendant violated, and continues to violate, section 1770(a)(5) of the
12 California Civil Code by representing that Products offered for sale have
13 characteristics or benefits that they do not have. Defendant represents that the value
14 of its Products is greater than it actually is by advertising inflated regular prices and
15 fake discounts for Products.

16 108. Defendant violated, and continues to violate, section 1770(a)(9) of the
17 California Civil Code. Defendant violates this by advertising its Products as being
18 offered at a discount, when in fact Defendant does not intend to sell the Products at
19 a discount.

20 109. And Defendant violated, and continues to violate section 1770(a)(13) by
21 making false or misleading statements of fact concerning reasons for, existence of,
22 or amounts of, price reductions on its website, including by (1) misrepresenting the
23 regular price of Products on its website, (2) advertising discounts and savings that
24 are exaggerated or nonexistent, (3) misrepresenting that the discounts and savings
25 are unusually large, when in fact they are regularly available (4) misrepresenting the
26 reason for the sale (e.g., "Christmas Sale," when in fact the sale is ongoing and not
27 limited to Christmas).

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1 110. Defendants representations were likely to deceive, and did deceive,
2 Plaintiff and reasonable consumers. Defendant knew, or should have known through
3 the exercise of reasonable care, that these statements were inaccurate and misleading.

4 111. In addition, subclass-wide reliance can be inferred because Defendant's
5 misrepresentations were material, i.e., a reasonable consumer would consider them
6 important in deciding whether to buy the Products.

7 112. Defendant's misrepresentations were a substantial factor and proximate
8 cause in causing damages and losses to Plaintiff and the subclass.

9 113. Plaintiff and the subclass were injured as a direct and proximate result
10 of Defendant's conduct because (a) they would not have purchased Products if they
11 had known the discounts and/or regular prices were not real, (b) they overpaid for the
12 Products because the Products were sold at a price premium due to the
13 misrepresentation, and/or (c) they received products with market values lower than
14 the promised market values.

15 114. Accordingly, pursuant to California Civil Code § 1780(a)(2), Plaintiff,
16 on behalf of himself and all other members of the subclass, seeks injunctive relief.

17 115. CLRA § 1782 NOTICE. On February 23, 2026, a CLRA demand letter
18 was sent to Defendant's registered agent via certified mail (return receipt requested),
19 that provided notice of Defendant's violations of the CLRA and demanded that
20 Defendant correct the unlawful, unfair, false and/or deceptive practices alleged here.
21 Defendant does not have a California headquarters. If Defendant does not fully
22 correct the problem for Plaintiff and for each member of the California Subclass
23 within 30 days of receipt, Plaintiff and the California Subclass will seek all monetary
24 relief allowed under the CLRA.

25 116. A CLRA venue declaration is attached.

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THIRD CAUSE OF ACTION

VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION LAW
Cal. Bus. & Prof. Code § 17200, et seq.
(On Behalf of Plaintiff & the California Subclass)

117. Plaintiff repeats and re-alleges all factual allegations contained in the foregoing paragraphs as if fully set forth herein.

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

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

120. Defendant engaged in unlawful conduct by violating the CLRA and FAL, as alleged above and incorporated here. In addition, Defendant engaged in unlawful conduct by violating the FTCA. The FTCA prohibits “unfair or deceptive acts or practices in or affecting commerce” and prohibits the dissemination of false advertisements. 15 U.S.C. § 45(a)(1), 15 U.S.C. § 52(a). As the FTC’s regulations make clear, Defendant’s false pricing schemes violate the FTCA. 16 C.F.R. § 233.1, § 233.2.

121. As alleged in detail above, Defendant’s representations that its Products were on sale, that the sale was limited in time, that the Products had a specific regular price, and that the customers were receiving discounts were false, misleading, and “deceptive.”

122. Defendant’s representations were misleading to Plaintiff and other reasonable consumers.

123. Plaintiff relied upon Defendant’s misleading representations and omissions, as detailed above.

124. As alleged in detail above, Defendant committed “unfair” acts by falsely advertising that its Products were on sale, that the sale was limited in time, that the

1 Products had a specific regular price, and that the customers were receiving
2 discounts.

3 125. Defendant violated established public policy by violating the CLRA, the
4 FAL, and the FTCA, as alleged above and incorporated here. The unfairness of this
5 practice is tethered to a legislatively declared policy (that of the CLRA, the FAL, and
6 the FTCA).

7 126. The harm to Plaintiff and the subclass greatly outweighs the public
8 utility of Defendant's conduct. There is no public utility to misrepresenting the price
9 of a consumer product. This injury was not outweighed by any countervailing
10 benefits to consumers or competition. Misleading consumer products only injure
11 healthy competition and harm consumers.

12 127. Plaintiff and the subclass could not have reasonably avoided this injury.
13 As alleged above, Defendant's representations were deceptive to reasonable
14 consumers like Plaintiff.

15 128. Defendant's conduct, as alleged above, was immoral, unethical,
16 oppressive, unscrupulous, and substantially injurious to consumers.

17 129. For all prongs, Defendant's representations were intended to induce
18 reliance, and Plaintiff saw, read, and reasonably relied on them when purchasing
19 Products. Defendant's representations were a substantial factor in Plaintiff's
20 purchase decision.

21 130. In addition, subclass-wide reliance can be inferred because Defendant's
22 representations were material, i.e., a reasonable consumer would consider them
23 important in deciding whether to buy Products.

24 131. Defendant's representations were a substantial factor and proximate
25 cause in causing damages and losses to Plaintiff and the subclass members.

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

1 they had known that they were not discounted, and/or (b) they overpaid for the
2 Products because the Products were sold at the regular price and not at a discount.

3 **FOURTH CAUSE OF ACTION**

4 **BREACH OF CONTRACT**
5 **(On Behalf of Plaintiff & the Nationwide Class)**

6 133. Plaintiff repeats and re-alleges all factual allegations contained in the
7 foregoing paragraphs as if fully set forth herein.

8 134. Plaintiff brings this claim individually and on behalf of the members of
9 the Nationwide Class against Defendant. In the alternative, Plaintiff brings this cause
10 of action on behalf of himself and the California Subclass.

11 135. Plaintiff and class members entered into contracts with Defendant when
12 they placed orders to purchase Products on Defendant's Website.

13 136. The contracts provided that Plaintiff and class members would pay
14 Defendant for the Products purchased.

15 137. The contracts further required that Defendant provides Plaintiff and
16 class members with Products that have a market value equal to the regular prices
17 displayed on the website. They also required that Defendant provide Plaintiff and
18 class members with a discount equal to the difference between the price paid, and the
19 regular prices advertised. These were specific and material terms of the contract.

20 138. The specific discounts were a specific and material term of each
21 contract.

22 139. Plaintiff and class members paid Defendant for the Products they
23 purchased, and satisfied all other conditions of their contracts.

24 140. Defendant breached its contracts with Plaintiff and class members by
25 failing to provide Products that had a "regular" price, former price, and/or prevailing
26 market value equal to the regular price displayed on its website, and by failing to
27 provide the promised discount. Defendant did not provide the discount that it had
28 promised.

1 141. As a direct and proximate result of Defendant’s breaches, Plaintiff and
2 class members were deprived of the benefit of their bargained-for exchange, and have
3 suffered damages in an amount to be established at trial.

4 **FIFTH CAUSE OF ACTION**
5 **BREACH OF EXPRESS WARRANTY**
6 **(On Behalf of Plaintiff & the California Subclass)**

7 142. Plaintiff repeats and re-alleges all factual allegations contained in the
8 foregoing paragraphs as if fully set forth herein.

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

11 144. Defendant, as the manufacturer, marketer, distributor, supplier, and/or
12 seller of the Products, issued material, written warranties by advertising that the
13 Products had a prevailing market value equal to the regular price displayed on
14 Defendant’s website. This was an affirmation of fact about the Products (i.e., a
15 representation about the market value) and a promise relating to the goods.

16 145. This warranty was part of the basis of the bargain and Plaintiff and
17 members of the subclass relied on this warranty. In fact, the Product’s stated market
18 value was not the prevailing market value. Thus, the warranty was breached.

19 146. Plaintiff provided Defendant with notice of this breach of warranty, by
20 mailing a notice letter to Defendant’s headquarters, on February 23, 2026.

21 147. Plaintiff and the subclass were injured as a direct and proximate result
22 of Defendant’s breach, and this breach was a substantial factor in causing harm,
23 because (a) they would not have purchased Products if they had known that the
24 warranty was false, or (b) they overpaid for the Products because the Products were
25 sold at a price premium due to the warranty.

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SIXTH CAUSE OF ACTION

BREACH OF IMPLIED WARRANTY
(On behalf of Plaintiff & the California Subclass)

148. Plaintiff and the California Subclass members incorporate the foregoing allegations as if fully set forth herein.

149. Plaintiff brings this cause of action on behalf of himself and members of the California Subclass.

150. As described in greater detail above, Defendant impliedly warranted that the Products had a market value equal to the regular price displayed on Defendant’s website.

151. This warranty was part of the basis of the bargain and Plaintiff and members of the subclass relied on this warranty.

152. In fact, the Products did not have a market value equal to the regular price displayed. Thus, the warranty was breached. Plaintiff provided Defendant with notice of this breach of warranty, by mailing a notice letter to Defendant’s headquarters, on February 23, 2026.

153. Plaintiff and the subclass were injured as a direct and proximate result of Defendant’s breach, and this breach was a substantial factor in causing harm, because (a) they would not have purchased Products if they had known the truth, or (b) they overpaid for the Products because the Products were sold at a price premium due to the warranty.

SEVENTH CAUSE OF ACTION

QUASI CONTRACT/UNJUST ENRICHMENT
(On behalf of Plaintiff & the Nationwide Class)

154. Plaintiff and the California Subclass members incorporate the foregoing allegations as if fully set forth herein.

155. Plaintiff brings this cause of action on behalf of himself and the Nationwide Class. In the alternative, Plaintiff brings this claim on behalf of himself and the California Subclass.

1 156. As alleged in detail above, Defendant's false and misleading advertising
2 caused Plaintiff and the class to purchase Products and to pay a price premium for
3 these Products.

4 157. In this way, Defendant received a direct and unjust benefit, at Plaintiff's
5 expense.

6 158. Plaintiff and the class seek restitution.

7 **EIGHTH CAUSE OF ACTION**

8 **NEGLIGENT MISREPRESENTATION**
9 **(On behalf of Plaintiff & the California Subclass)**

10 159. Plaintiff and the California Subclass members incorporate the foregoing
11 allegations as if fully set forth herein.

12 160. Plaintiff brings this cause of action on behalf of himself and the
13 California Subclass.

14 161. As alleged more fully above, Defendant made false representations and
15 material omissions of fact to Plaintiff and subclass members concerning the existence
16 and/or nature of the discounts and savings advertised.

17 162. These representations were false.

18 163. When Defendant made these misrepresentations, it knew or should have
19 known that they were false. Defendant had no reasonable grounds for believing that
20 these representations were true when made.

21 164. Defendant intended that Plaintiff and subclass members rely on these
22 representations and Plaintiff and subclass members read and reasonably relied on
23 them.

24 165. In addition, subclass-wide reliance can be inferred because Defendant's
25 misrepresentations were material, i.e., a reasonable consumer would consider them
26 important in deciding whether to buy the Products.

27 166. Defendant's misrepresentations were a substantial factor and proximate
28 cause in causing damages and losses to Plaintiff and subclass members.

1 167. Plaintiff and subclass members were injured as a direct and proximate
2 result of Defendant's conduct because (a) they would not have purchased Products if
3 they had known that the representations were false, and/or (b) they overpaid for the
4 Products because the Products were sold at a price premium due to the
5 misrepresentation.

6 **NINTH CAUSE OF ACTION**

7 **INTENTIONAL MISREPRESENTATION**
8 **(On behalf of Plaintiff & the California Subclass)**

9 168. Plaintiff and the California Subclass members incorporate the foregoing
10 allegations as if fully set forth herein.

11 169. Plaintiff brings this cause of action on behalf of himself and the
12 California Subclass.

13 170. As alleged more fully above, Defendant made false representations and
14 material omissions of fact to Plaintiff and subclass members concerning the existence
15 and/or nature of the discounts and savings advertised.

16 171. These representations were false.

17 172. When Defendant made these misrepresentations, it knew or should have
18 known that they were false. Defendant had no reasonable grounds for believing that
19 these representations were true when made.

20 173. Defendant intended that Plaintiff and subclass members rely on these
21 representations and Plaintiff and subclass members read and reasonably relied on
22 them.

23 174. In addition, subclass-wide reliance can be inferred because Defendant's
24 misrepresentations were material, i.e., a reasonable consumer would consider them
25 important in deciding whether to buy the Products.

26 175. Defendant's misrepresentations were a substantial factor and proximate
27 cause in causing damages and losses to Plaintiff and subclass members.
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1 176. Plaintiff and subclass members were injured as a direct and proximate
2 result of Defendant's conduct because (a) they would not have purchased Products if
3 they had known that the representations were false, and/or (b) they overpaid for the
4 Products because the Products were sold at a price premium due to the
5 misrepresentation.

6 **PRAYER FOR RELIEF**

7
8 WHEREFORE, Plaintiff, individually and on behalf of all others similarly
9 situated, respectfully requests that this Court enter judgment against Defendant and
10 in favor of Plaintiff and the Classes, and grant the following relief:

- 11 a. For an order certifying the Classes and naming Plaintiff as the
12 representatives of the putative Classes and Plaintiff's attorneys as
13 Class Counsel to represent the putative Class members;
- 14 b. For an order declaring that the Defendant's conduct violates the
15 statutes and laws referenced herein;
- 16 c. For an order finding in favor of Plaintiff and the Classes on all
17 counts asserted herein;
- 18 d. For damages, treble damages, and punitive damages where
19 applicable in an amount to be determined by the Court and/or
20 jury;
- 21 e. For prejudgment interest on all amounts awarded;
- 22 f. For injunctive relief, restitution, and disgorgement, as pleaded or
23 as the Court may deem proper;
- 24 g. For an order awarding Plaintiff and the putative Classes their
25 reasonable attorneys' fees and expenses and cost of suit; and
- 26 h. Any additional relief that the Court deems reasonable and just.

27 **JURY TRIAL DEMANDED**

28 Plaintiff demands a trial by jury for all issues so triable.

1 Dated: February 23, 2026

Respectfully submitted,

2
3 /s/ Victor J. Sandoval
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4 **ALMEIDA LAW GROUP LLC**
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