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5 *Counsel for Plaintiffs & Proposed Classes*

6 **UNITED STATES DISTRICT COURT**
7 **CENTRAL DISTRICT OF CALIFORNIA**

8 LESLIE COOPER and KATRINA
PEOPLES, on behalf of themselves
9 and all others similarly situated,

10 Plaintiffs,

11 vs.

12 HUME HEALTH CORP.,

13 Defendant.
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Case No.

CLASS ACTION COMPLAINT

1. VIOLATION OF CALIFORNIA’S FALSE ADVERTISING LAW, BUS. & PROF. CODE § 17500 *et. seq.*
2. VIOLATION OF CALIFORNIA’S CONSUMER LEGAL REMEDIES ACT, CIV. CODE § 1750 *et. seq.*
3. VIOLATION OF CALIFORNIA’S 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 Plaintiffs Leslie Cooper and Katrina Peoples (“Plaintiffs”), individually and
2 on behalf of all others similarly situated, bring this class action lawsuit against Hume
3 Health Corp. (“Hume” or “Defendant”) and allege, upon personal knowledge as to
4 their own actions and their counsel’s investigation and upon information and good
5 faith belief as to all other matters, as follows:

6 **I. INTRODUCTION**

7 1. Advertised “sale” prices are important to consumers. Consumers are
8 more likely to make purchases if they think that they are getting a discount. Further,
9 if consumers think a discounted price will not last, they are likely to buy immediately,
10 rather than 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 one with fake regular prices, fake discounts, and fake expirations—is deceptive and
13 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 statements falsely
17 claiming that a 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 untrue and misleading
23 fake discounts, it also specifically prohibits this particular type of fake discount—
24 where the advertised former price is not the prevailing price during the specified
25 timeframe.

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. Defendant Hume sells and markets fitness products (the “Products”)
14 through the Hume brand and on the website, www.humehealth.com (the “Website”).

15 11. Defendant lists purported regular prices and advertises purported
16 limited-time discounts from those regular prices. These include discounts offering
17 “X% off” and “X% off sitewide” that are purportedly time-limited. These discounts
18 are made available by using a discount code, such as “BF50” or are automatically
19 applied to the Products sitewide. Defendant also advertises that its Products have
20 a lower discount price as compared to a higher, regular price shown in grey
21 and/or strikethrough font. Examples are shown below:

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23 *[Remainder of page intentionally blank]*
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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 Defendant's regular prices, because Defendant's Products are consistently available for less than that. The purported discounts Defendant advertises are not the true

1 discounts the customer is receiving and are often not discounts at all. Nor are the
2 purported discounts time-limited—quite the opposite, they are consistently available.

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

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

18 15. Plaintiffs bring this case on behalf of themselves and the other
19 customers who purchased Defendant’s Products.

20 **II. PARTIES**

21 16. Plaintiff Leslie Cooper is and was at all relevant times, an individual and
22 resident of Barstow in San Bernadino County, California. Ms. Cooper intends to
23 remain in California and makes her permanent home there.

24 17. Plaintiff Katrina Peoples is and was at all relevant times, an individual
25 and resident of Westminster in Orange County, California. Ms. Peoples intends to
26 remain in California and makes her permanent home there.

27 18. Hume is a corporation organized under the laws of Delaware located at
28 1007 North Orange Street, Wilmington, DE 19801.

1 **III. JURISDICTION AND VENUE**

2 19. 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 20. 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 21. 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 Plaintiffs. Venue is also proper under 28 U.S.C. §
15 1391(b)(2) because a substantial part of Defendant’s conduct giving rise to the claims
16 occurred in this District, including Defendant’s sales to Plaintiffs.

17 **IV. FACTUAL ALLEGATIONS**

18 **A. DEFENDANTS FAKE PRICES AND FAKE DISCOUNTS**

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

20 23. Defendant creates the false impression that its Products’ regular prices
21 are higher than they truly are.

22 24. 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 25. Even though in truth these discounts run in perpetuity, Defendant claims
27 they are only valid for a limited time.

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

6 HumeHealth Pod

7 **NEW TARIFF**

8 **NOTICE**

9

10 This isn't the kind of news we like to share. But tariffs have
11 forced our hand. Instead of raising prices, we're slashing
12 prices by up to 50% this holiday season.
13 Use code: XMAS50

14 Use your Hume Health Pod to know your metabolic age,
15 muscle mass, bone density, and visceral fat (the dangerous
16 kind), all with 98% DEXA-grade accuracy.

17 Join 1.2 million people who already ditched their lying scale.
18 And sorry for the big discount.

19 HSA/FSA Eligible



BodyPod

**1.2M People Trust This
Body Analyzer**

Clinically-Proven Insights



| | |
|---------------------|---|
| Body Fat Percentage | 12.42 66% |
| Losing Fat | Change from 8.2% to 12.5% |
| Muscle Mass | 6.25 66% |
| Gaining Muscle | Change from 68.9-kg (152%) to 44.0-kg (97%) |
| Weight | 74.2 66% |
| Optimal | Step at 79.8 kg |

Only \$183
was \$349

Use Code:
NEW20
Shop Now

HSA/FSA eligible



**FEEL 6 YEARS YOUNGER
— FROM THE INSIDE OUT.**

HUME BAND SLOWS AGING AND EXTENDS YOUR HEALTH-SPAN.

**CYBER MONDAY UP TO
50% OFF**



USE CODE:
BLACK50

Hume
BAND

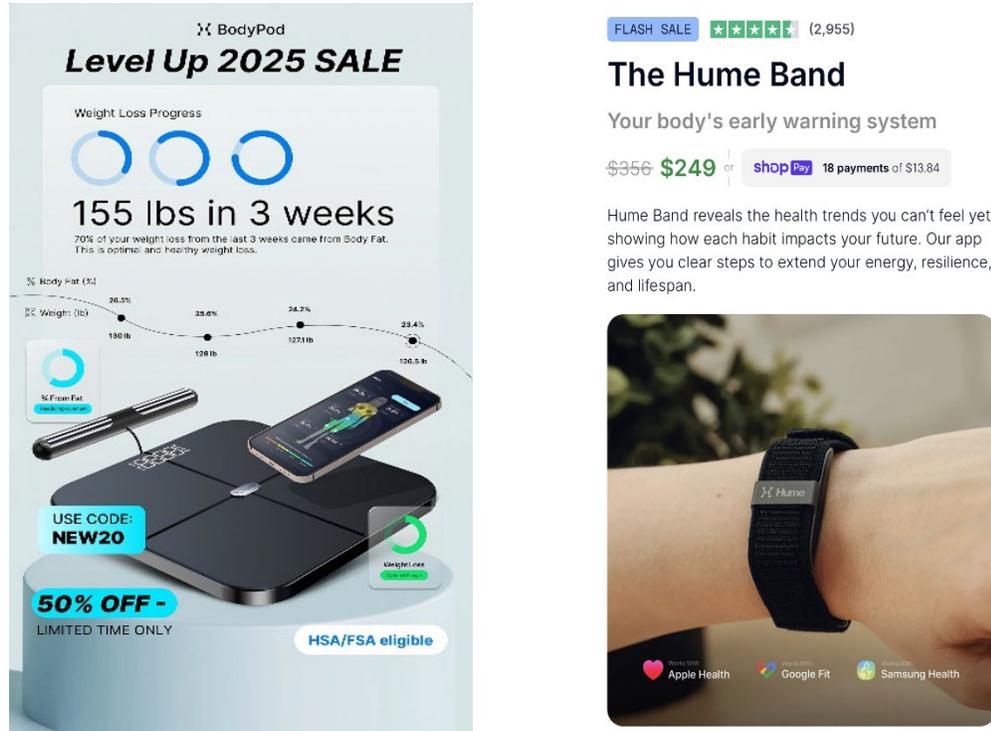
**DEAL
OF THE
YEAR**



HumeHealth

GET UP TO
50% OFF

1 27. 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 represents that its sales are “Limited Time Only” or are “Flash
 4 Sales.” To reasonable consumers, this means that after the specified date,
 5 Defendant’s Products will no longer be on sale and will retail at their purported
 6 regular price.



19 28. However, immediately after each purportedly time-limited sale ends,
 20 Defendant generates another similar discount.

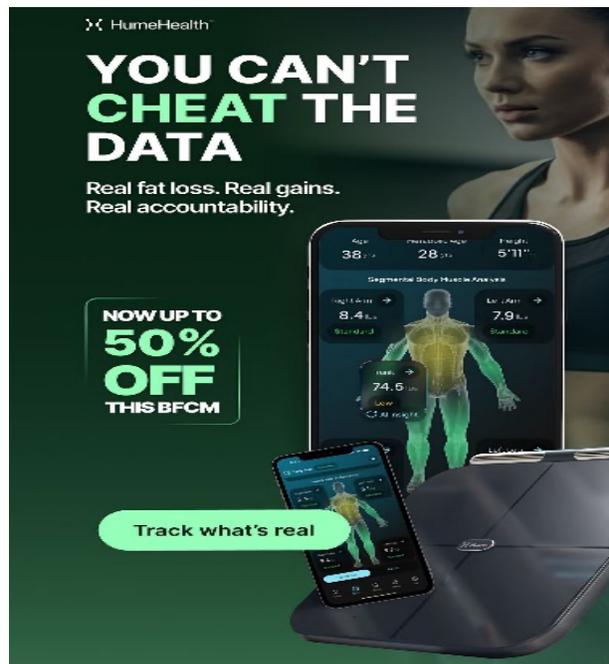
21 29. For example, on January 12, 2026, Defendant advertised a purportedly
 22 time-limited sale that “Ends 20.Jan.2026.”

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Captured January 12, 2026

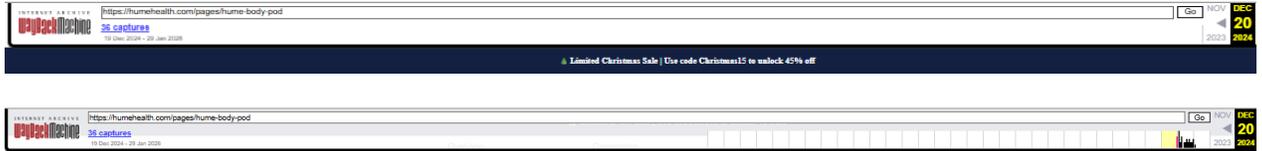
30. However, on the day after the time-limited sale was supposed to have ended, Defendant advertised the exact same sale.



Captured January 21, 2026

31. To confirm that Defendant consistently offers discounts off of purported regular prices, Plaintiff's counsel performed an investigation of Defendant's

1 advertising practices using the Internet Archive’s Wayback Machine (available at
2 www.archive.org).¹ Defendant’s sales are persistent.



Voted "Best Body Monitor For Health Tracking 2024"



★★★★★ (4.8/5.0) 8,954 Reviews

The Body Pod

5949.00 \$229.00

✓ HSA | FSA Accepted

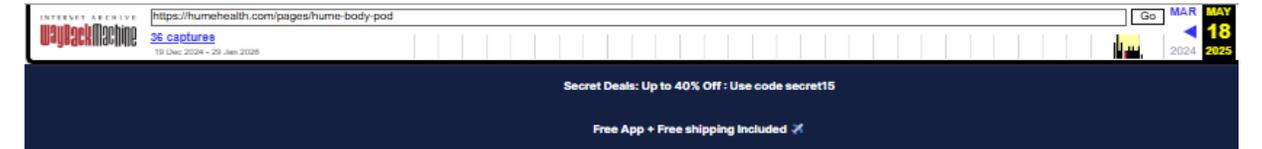
80% of people fail to maintain their health goals. Hume Body Analyzer are a simple and effective solution to stay motivated and keep track of your health.

60-Day Return Policy

Free Worldwide Shipping

Choose Warranty Protection:

| | |
|---------------------|----------------------|
| 1 Year Included | 10 Years \$34.95 |
|---------------------|----------------------|



★★★★★ (4.8/5.0) 8,954 Reviews

The Body Pod

5949.00 \$229.00

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80% of people fail to maintain their health goals. Hume Body Analyzer are a simple and effective solution to stay motivated and keep track of your health.

60-Day Return Policy

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Choose Warranty Protection:

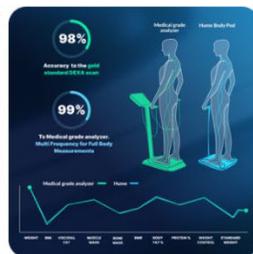
| | |
|---------------------|----------------------|
| 1 Year Included | 10 Years \$34.95 |
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ADD TO CART - 1 +

or 4 payments of \$57.25 with shop

Be included in the next available batch on **January 11th**
Selling out fast.

Next Batch Ships:



¹ The Internet Archive, available at archive.org, is a library that archives web pages. <https://archive.org/about/>

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https://humehealth.com/pages/hume-body-pod

Hume Health

HSA/FSA eligible

★★★★★ (4.8/5.0) 48,252 Reviews

The Body Pod

\$229 ~~\$352~~ or [shop](#) **10x** Make 18 payments of \$13.

80% of people fail to maintain their health goals. Hume Body Analyzer are a simple and effective solution to stay motivated and keep track of your health.

30-Day Return Policy | **Free Worldwide Shipping**

Choose Warranty Protection:

1 Year Included
 10 Years \$35

ADD TO CART - 1 +

Delivery within 3-5 business days

Our 7x sold-out and 2x award-winning Body Pod

Your gateway to complete body insight right from the comfort of home. Say goodbye to guesswork and hello to targeted results as can finally see the relationship between nutrition, activity, and your body's well-being.

- Reach health and weight goals 12x faster.
- No more weight plateau. Understand which areas to work on.
- Stay motivated with real-time feedback.
- Easily track your progress and see how far you've come.

Voted Best Body Monitor for Health Tracking 2024

INTERNET ARCHIVE | https://humehealth.com/pages/hume-body-pod | Go | AUG 19 2024

waybackmachine | ss captures | 19 Aug 2024 - 29 Jun 2025

Hume Health

HSA/FSA eligible

★★★★★ (4.8/5.0) 48,252 Reviews

The Body Pod

\$229 ~~\$352~~ or [shop](#) **10x** Make 18 payments of \$13.

80% of people fail to maintain their health goals. Hume Body Analyzer are simple and effective solution to stay motivated and keep track of your he

30-Day Return Policy | **Free Worldwide Shipping**

Choose Warranty Protection:

1 Year Included
 10 Years \$35

Limited time Summer Sales : Up to 40% off with code SUMMER40

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Voted "Best Body Monitor For Health Tracking 2024"

The Body Pod \$252 \$229

★★★★★ (4.8/5.0) 8,884 Reviews

✓ HSA | FSA Accepted

80% of people fail to maintain their health goals. Humo Body Analyzer are a simple and effective solution to stay motivated and keep track of your health.

30-Day Return Policy Free Worldwide Shipping

Choose Warranty Protection:

| | |
|-----------------|---------------|
| 1 Year Included | 10 Years \$35 |
|-----------------|---------------|

ADD TO CART - 1 +

or 4 payments of \$57 with [shopify](#)

Be included in the next available batch on **March 8th** Selling out fast.

Next Batch Ships:

| | |
|------------|-----------|
| March 1st | 100% Full |
| March 8th | 70% Full |
| March 22nd | 0% Full |

See it in action

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

33. Said differently, reasonable consumers reasonably believe that, prior to the supposedly time-limited sale, consumers had to pay the regular price to get the item and did not have the opportunity to get a discount from that regular price

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

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

36. In truth, however, Defendant persistently offers discounts off of the purportedly “regular” prices it advertises.

1 37. As a result, everything about Defendant’s price and purported discount
2 advertising is false.

3 38. The regular prices Defendant advertises are not actually Defendant’s
4 regular or former prices, or the prevailing prices for the Products Defendant sells,
5 and do not represent the true market value for the Products.

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

8 40. The purported discounts Defendant advertises are not the actual
9 discount the customer is receiving, and are often not a discount at all.

10 41. Further, the purported discounts are not limited in time or expiring
11 soon—quite the opposite, they are consistently available.

12 **B. DEFENDANT’S REGULAR PRICES WERE NOT THE**
13 **PREVAILING PRICES**

14 42. As explained above, Defendant primarily sells its Products through its
15 Website. Some Products are also available through a small number of third-party
16 websites and retailers, including Amazon.

17 43. Similar to the prices offered on Defendant's Website, Defendant's
18 Products are available from third-party websites and retailers for prices below
19 Defendant’s listed regular prices. For example, as discussed above, from at least
20 January 12 to January 21, 2025, Defendant advertised that the Hume Health Body
21 Pod with a listed regular price of \$349 for a supposed 50% discounted price of
22 approximately \$174.50.

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44. At the same time, the Hume Body Pod was offered on Amazon for \$183:

Brand: Hume Health 3.0 ★★★★★ (214)
 Hume Health - The Body Pod - Home Body Analyzer and Free
 Bluetooth App - 45+ Key Health Metrics - Accurate Personalized
 Data - Body Composition Scale - Smart Scale for Body Weight -
 HSA & FSA Eligible

4K+ bought in past month



Color: **Black**

-20% \$**183**⁰⁰ (\$183.00 / count) [Price history](#)

List Price: ~~\$229.00~~

Captured January 12, 2026

45. Similarly, as of January 12, 2025, Amazon's price history feature indicated that (i) the 90-day median price of the Hume Health Body Pod was \$202, and (ii) the Hume Health Body Pod had not been offered for the purported listed regular price of \$349 in the preceding 90 days:

Over the past 90 days (the longest period available), the price of the Hume Health Body Pod has ranged from \$49.00 to \$299.00. The current price is \$183.00, which is \$19 lower than the 90-day median of \$202.00. The price has shown significant fluctuation, with notable lows during sale periods and the highest peak in late October 2025.



Captured January 12, 2026

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

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

8 48. Moreover, on information and belief, the Products are primarily sold
9 through Defendant’s branded Website.

10 49. Indeed, if consumers are searching for a Product, they will go to
11 Defendant’s Website. For example, if a consumer Googles “Hume Health Pod,” the
12 first several results will be related to the Website.

13 50. Accordingly, because the Products are most commonly sold on
14 Defendant’s website, they are most commonly sold for the discounted prices
15 routinely available on Defendant’s Website.

16 51. Moreover, as discussed above, the Products are regularly available on
17 Amazon—one of the world’s largest retailers of consumer goods—for far lower
18 prices than Defendant’s listed regular prices.

19 52. Thus, between sales on Defendant’s website and Amazon, the Products
20 routinely and predominantly sell for prices below Defendant’s purported regular
21 prices, and the listed regular prices are not the prevailing market rates.

22 **C. DEFENDANT’S ADVERTISEMENTS ARE UNFAIR,**
23 **DECEPTIVE, AND UNLAWFUL.**

24 53. Section 17500 of California’s False Advertising Law prohibits
25 businesses from making statements they know or should know to be untrue or
26 misleading. Cal. Bus. & Prof. Code § 17500. This includes statements falsely
27 suggesting that a product is on sale, when it is not.

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

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

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

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

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

1 **D. DEFENDANTS ADVERTISEMENTS HARM CONSUMERS.**

2 59. Based on Defendant’s advertisements, reasonable consumers would
3 expect that the listed regular prices are the “regular” prices at which Defendant
4 usually sells its Products; that these are the former prices that Defendant sold its
5 Products at before the time-limited discount was introduced.

6 60. Reasonable consumers would also expect that, if they purchase during
7 the sale, they will receive an item whose regular price and/or market value is the
8 advertised regular price and that they will receive the advertised discount from the
9 regular purchase price.

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

13 62. Consumers that are presented with discounts are substantially more
14 likely to make the purchase. “Nearly two-thirds of consumers surveyed admitted that
15 a promotion or a coupon often closes the deal, if they are wavering or are undecided
16 on making a purchase.”² And, “two-thirds of consumers have made a purchase they
17 weren’t originally planning to make solely based on finding a coupon or discount,”
18 while “80% [of consumers] said they feel encouraged to make a first-time purchase
19 with a brand that is new to them if they found an offer or discount.”³

20 63. Similarly, when consumers believe that an offer is expiring soon, the
21 sense of urgency makes them more likely to buy a product.⁴

22
23 ² 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 ³ 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 ⁴ E.g., Marcus Taylor, *How to Effectively Create Urgency in Sales*,
<https://cxl.com/blog/creating-urgency/>, archived at <https://perma.cc/XL2D-ABPE>

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2 64. Thus, Defendant’s advertisements harm consumers by inducing them to
3 make purchases based on false information. In addition, by this same mechanism,
4 Defendant’s advertisements artificially increase consumer demand for Defendant’s
5 Products. This puts upward pressure on the prices that Defendant can charge for its
6 Products. As a result, Defendant can charge a price premium for its Products that it
7 would not be able to charge absent the misrepresentations described above. So, due
8 to Defendant’s misrepresentations, Plaintiffs and the class paid more for the Products
9 they bought than they otherwise would have.

10 **E. PLAINTIFFS WERE MISLEAD BY DEFENDANT’S**
11 **MISREPRESENTATIONS**

12 65. On April 11, 2025, Plaintiff Leslie Cooper (“Cooper”) purchased a Body
13 Pod from Defendant’s website. She made this purchase while living in Barstow,
14 California. In the email order confirmation that Defendant sent to Cooper, Defendant
15 represented the Body Pod had a regular price of \$352.00, and that Cooper was
16 receiving a discount of \$169.00. Defendant represented that the Product had a certain
17 regular price and that Cooper was receiving a substantial discount for the items that
18 she purchased. Cooper’s email confirmation represented that Cooper’s total
19 discounted price was \$197.00 after tax.

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| Order summary | |
|---|------------------|
| <input type="checkbox"/> The Body Pod x 1 | \$352 |
| <input type="checkbox"/> 35% OFF (\$123) | \$229 |
| <hr/> | |
| Subtotal | \$229 |
| Order discount | -\$46 |
| <input type="checkbox"/> NEW20 (-\$46) | |
| Shipping | \$0 |
| Taxes | \$14 |
| <hr/> | |
| Total | \$197 USD |
| Total paid today | \$0 USD |
| | You saved \$169 |

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1 66. On July 5, 2025, Plaintiff Katrina Peoples (“Peoples”) purchased a Body
2 Pod from Defendant’s Website. Similar to the email order confirmation that
3 Defendant sent to Cooper, in the confirmation sent to Peoples, Defendant represented
4 that Peoples was receiving a discount of \$169.00. Defendant had represented that the
5 Product had a “regular” price of \$352.00 and that Cooper was receiving a substantial
6 discount for the item that she purchased. Cooper’s email confirmation represented
7 that Cooper’s total discounted price was \$200.15 after tax. On July 15, 2025, Peoples
8 purchased a Hume Band from Defendant’s Website. Similarly, in the confirmation
9 sent to Peoples, Defendant represented that Peoples was receiving a discount of
10 \$217.00. Defendant had represented that the Product had a “regular” price of \$356.00
11 and that Cooper was receiving a substantial discount for the item that she purchased.
12 Cooper’s email confirmation represented that Cooper’s total discounted price was
13 \$198.12 after tax. She made these purchases while living in Westminster, California.

14 67. Plaintiffs read and relied on Defendant’s representations on the Website
15 and email confirmations, specifically that the Products were being offered at a
16 discount for a limited time and had the “regular” prices listed above. Based on
17 Defendant’s representations described and shown above, Plaintiffs reasonably
18 understood that the Products they purchased regularly (and before the promotion
19 Defendant was advertising) retailed at the published “regular” price, that this
20 “regular” price was the market value of the Products that they were buying, that she
21 was receiving the advertised discount as compared to the regular price, and that
22 advertised discount was only available for a limited time (during the limited time
23 promotion). They would not have made the purchases if they had known that the
24 Products were not discounted as advertised, and that they were not receiving the
25 advertised discount.

26 68. Plaintiffs face an imminent threat of future harm. Plaintiffs would
27 purchase Products from Defendant again in the future if they could feel sure that
28 Defendant’s “regular” prices accurately reflected Defendant’s former prices and the

1 market value of the Products, and that its discounts were truthful. But without an
2 injunction, Plaintiffs have no realistic way to know which—if any—of Defendant’s
3 “regular” prices, discounts, and sales are not false or deceptive. Accordingly,
4 Plaintiffs are unable to rely on Defendant’s advertising in the future, and so cannot
5 purchase Products they would like to purchase.

6 **F. DEFENDANT BREACHED ITS CONTRACT.**

7 69. When Plaintiffs purchased and paid for the Products she bought as
8 described above, she accepted offers that Defendant made, and thus, a contract was
9 formed at the time that she made a purchase. The offer was to provide Products
10 having a particular listed regular price and market value, and to provide that Product
11 at the discounted price advertised on the website.

12 70. Defendant’s website and email confirmations list the market value of
13 the items that Defendant promised to provide (which are shown above). Defendant
14 agreed to provide a discount equal to the difference between the regular prices listed
15 by Defendant, and the prices paid by Plaintiffs (also shown above). For example,
16 Defendant offered to provide (among other things) the Body Pod with a market value
17 of \$352, for a discounted price of \$183 plus tax; and to provide a discount of \$169.

18 71. The regular price and market value of the items Plaintiffs would receive,
19 and the amount of the discount she would be provided off of the regular price of those
20 items, were specific and material terms of the contract.

21 72. Plaintiffs performed their obligations under the contracts by paying for
22 the items they purchased.

23 73. Defendant breached its contracts by failing to provide Plaintiffs with
24 Products that have a regular price and market value equal to the regular price
25 displayed, and by failing to provide the discount it promised.

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

2 74. Plaintiffs seek damages and, in the alternative, restitution. Plaintiffs are
3 permitted to seek equitable remedies in the alternative because he has no adequate
4 remedy at law.

5 75. A legal remedy is not adequate if it is not as certain as an equitable
6 remedy. The elements of Plaintiffs’ equitable claims are different and do not require
7 the same showings as Plaintiffs’ legal claims.

8 76. For example, Plaintiffs’ FAL claim under Section 17501 (an equitable
9 claim) is predicated on a specific statutory provision, which prohibits advertising
10 merchandise using a former price if that price was not the prevailing market price
11 within the past three months. Cal. Bus. & Prof. Code § 17501.

12 77. Plaintiffs may be able to prove these more straightforward factual
13 elements, and thus prevail under the FAL, while not being able to prove one or more
14 elements of their legal claims.

15 78. As a second example, to obtain damages under the CLRA, a plaintiff
16 must show that they complied with the CLRA’s notice requirement for damages. No
17 such requirements exist to obtain restitution. Because a plaintiff must make this
18 additional showing to obtain damages, rather than restitution, the legal remedies are
19 more uncertain.

20 **V. CLASS ALLEGATIONS**

21 79. Plaintiffs bring this proposed class action lawsuit pursuant to Federal
22 Rule of Civil Procedure 23(b)(2) and Rule 23(b)(3) on behalf of themselves and a
23 Class (the “Class”) and a California subclass (the “California Subclass”; together
24 with the Class, the “Classes”) of all others similarly situated, defined as follows:

25 a. **Nationwide Class:** All persons who, within the applicable statute
26 of limitations period, purchased one or more Products advertised
27 at a discount on Defendant’s Website.

28

1 b. **California Subclass**: All persons who, while in the state of
2 California and within the applicable statute of limitations period,
3 purchased one or more Products advertised at a discount on
4 Defendant’s Website.

5 80. Excluded from the Classes are: (i) any Judge or Magistrate presiding
6 over this action and members of their families; (ii) Defendant, Defendant’s
7 subsidiaries, parents, successors, predecessors, and any entity in which Defendant or
8 its parents have a controlling interest and its officers and directors; (iii) persons who
9 properly execute and file a timely request for exclusion from the Class; (iv) persons
10 whose claims in this matter have been finally adjudicated on the merits or otherwise
11 released; (v) Plaintiffs’ counsel and Defendant’s counsel; and (vi) the legal
12 representatives, successors, and assigns of any such excluded persons.

13 81. **Numerosity**: The exact number of members of the Classes is unknown
14 and not available to Plaintiffs at this time, but individual joinder is impracticable. On
15 information and belief, Defendant has many thousands of users who fall into the
16 definition of the Classes. Members of the Classes can be identified through
17 Defendant’s records.

18 82. **Commonality and Predominance**: There are questions of law and fact
19 common to the claims of Plaintiffs and the alleged Classes, and those questions
20 predominate over any questions that may affect individual members of the Classes.
21 Common questions for the members of the Classes include, but are not necessarily
22 limited to the following:

- 23 a. whether Defendant made false or misleading statements of fact in
24 its advertisements;
- 25 b. whether Defendant violated California’s consumer protection
26 statutes;
- 27 c. whether Defendant committed a breach of contract;
- 28

1 d. whether Defendant committed a breach of an express or implied
2 warranty;

3 e. damages needed to reasonably compensate Plaintiffs and the
4 proposed class.

5 83. **Typicality:** Plaintiffs' claims are typical of the proposed Classes. Like
6 the proposed Classes, Plaintiffs purchased the Products advertised at a discount from
7 Defendant. There are no conflicts of interest between Plaintiffs and the Classes.

8 84. **Adequate Representation:** Plaintiffs will fairly and adequately
9 represent and protect the interests of the Classes and has retained counsel competent
10 and experienced in complex litigation and class actions. Plaintiffs' claims are
11 representative of the claims of the other members of the Classes. That is, Plaintiffs
12 and the members of the Classes sustained injuries and damages as a result of
13 Defendant's conduct. Plaintiffs also have no interests antagonistic to those of the
14 Classes, and Defendant has no defenses unique to Plaintiffs. Plaintiffs and their
15 counsel are committed to vigorously prosecuting this action on behalf of the members
16 of the Classes and have the financial resources to do so. Neither Plaintiffs nor their
17 counsel have any conflicts with or interests adverse to the Classes.

18 85. **Superiority:** Class proceedings are superior to all other available
19 methods for the fair and efficient adjudication of this controversy, as joinder of all
20 members of the Classes is impracticable. Individual litigation would not be preferable
21 to a class action because individual litigation would increase the delay and expense
22 to all parties due to the complex legal and factual controversies presented in this
23 Complaint as well as the risk of inconsistent adjudication. By contrast, a class action
24 presents far fewer management difficulties and provides the benefits of single
25 adjudication, economy of scale, and comprehensive supervision by a single court.
26 Through a class action, economies of time, effort, and expense will be fostered, and
27 uniformity of decisions will be ensured.

28

1 86. Plaintiffs reserves the right to revise the foregoing “Class Allegations”
2 and “Class Definitions” based on facts learned through additional investigation and
3 in discovery.

4 **CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**

6 **VIOLATIONS OF THE CALIFORNIA’S FALSE ADVERTISING LAW**
7 **Bus. & Prof. Code §§ 17500 & 17501, et seq.**
8 ***(On Behalf of Plaintiffs & the California Subclass)***

9 87. Plaintiffs repeat and re-alleges all factual allegations contained in the
10 foregoing paragraphs as if fully set forth herein.

11 88. Plaintiffs bring this claim individually and on behalf of the members of
12 the California Subclass against Defendant.

13 89. Defendant has violated Sections 17500 and 17501 of the Business and
14 Professions Code.

15 90. Defendant has violated, and continues to violate, Section 17500 of the
16 Business and Professions Code by disseminating untrue and misleading
17 advertisements to Plaintiffs and subclass members.

18 91. As alleged more fully above, Defendant advertises former prices along
19 with discounts. Defendant does this, for example, by crossing out a higher price (e.g.,
20 \$1049) and displaying it next to a lower, discounted price. Reasonable consumers
21 would understand prices denoted as “regular” prices from which time-limited
22 discounts are calculated to denote “former” prices, i.e., the prices that Defendant
23 charged before the time-limited discount went into effect.

24 92. The prices advertised by Defendant are not Defendant’s “regular”
25 prices. In fact, those prices are never Defendant’s regular prices (i.e., the price you
26 usually have to pay to get the product in question), because there is always a heavily-
27 advertised promotion ongoing entitling consumers to a discount. Moreover, for the
28 same reasons, those prices were not the former prices of the Products. Accordingly,
Defendant’s statements about the former prices of its Products, and its statements

1 about its discounts from those former prices, were untrue and misleading. In addition,
2 Defendant's statements that its discounts are "limited time" and only "valid" for a
3 certain time period are false and misleading too.

4 93. In addition, Defendant has violated, and continues to violate, Section
5 17501 of the Business and Professions Code by advertising former prices that were
6 not the prevailing market price within three months next immediately preceding the
7 advertising. As explained above, Defendant's advertised "regular" prices, which
8 reasonable consumers would understand to denote former prices, were not the
9 prevailing market prices for the Products within three months preceding publication
10 of the advertisement. And Defendant's former price advertisements do not state
11 clearly, exactly, and conspicuously when, if ever, the former prices prevailed.
12 Defendants advertisements do not indicate whether or when the purported former
13 prices were offered at all.

14 94. Defendant's misrepresentations were intended to induce reliance, and
15 Plaintiffs saw, read, and reasonably relied on the statements when purchasing
16 Products. Defendant's misrepresentations were a substantial factor in Plaintiffs'
17 purchase decision.

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

21 96. Defendant's misrepresentations were a substantial factor and proximate
22 cause in causing damages and losses to Plaintiffs and the subclass.

23 97. Plaintiffs and the subclass were injured as a direct and proximate result
24 of Defendant's conduct because (a) they would not have purchased Products if they
25 had known the truth, and/or (b) they overpaid for the Products because the Products
26 were sold at a price premium due to the misrepresentation.

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1 **SECOND CAUSE OF ACTION**

2 **VIOLATION OF CONSUMER LEGAL REMEDIES ACT**
3 **Cal. Civ. Code § 1750, et seq.**
4 **(On Behalf of Plaintiffs & the California Subclass)**

5 98. Plaintiffs repeat and re-allege all factual allegations contained in the
6 foregoing paragraphs as if fully set forth herein.

7 99. Plaintiffs bring this claim individually and on behalf of the members of
8 the California Subclass.

9 100. Plaintiffs and the subclass have engaged in “transactions” with
10 Defendant as that term is defined by California Civil Code § 1761(e).

11 101. Plaintiffs and the subclass are “consumers,” as the term is defined by
12 California Civil Code § 1761(d).

13 102. The conduct alleged in this Complaint constitutes unfair methods of
14 competition and unfair and deceptive acts and practices for the purpose of the CLRA,
15 and the conduct was undertaken by Defendant in transactions intended to result in,
16 and which did result in, the sale of goods to consumers.

17 103. A defendant must show it had the consent of all parties to the
18 communication.

19 104. At all relevant times, Defendant aided, agreed with, and conspired with
20 third parties to track and intercept Plaintiffs’ and the California Class members’
21 internet communications exchanged with Defendant while accessing Defendant’s
22 website. Defendant assisted these interceptions without the requisite consent from
23 Plaintiffs and the California Class members.

24 105. As alleged more fully above, Defendant made and disseminated untrue
25 and misleading statements of facts in its advertisements to subclass members.
26 Defendant did this by using fake regular prices, i.e., regular prices that are not the
27 prevailing prices, and by advertising fake discounts.
28

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

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

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

12 109. And Defendant violated, and continues to violate section 1770(a)(13) by
13 making false or misleading statements of fact concerning reasons for, existence of,
14 or amounts of, price reductions on its website, including by (1) misrepresenting the
15 regular price of Products on its website, (2) advertising discounts and savings that
16 are exaggerated or nonexistent, (3) misrepresenting that the discounts and savings
17 are unusually large, when in fact they are regularly available (4) misrepresenting the
18 reason for the sale (e.g., “Christmas Sale,” when in fact the sale is ongoing and not
19 limited to Christmas).

20 110. Defendants representations were likely to deceive, and did deceive,
21 Plaintiffs and reasonable consumers. Defendant knew, or should have known through
22 the exercise of reasonable care, that these statements were inaccurate and misleading.

23 111. 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.

26 112. Defendant’s misrepresentations were a substantial factor and proximate
27 cause in causing damages and losses to Plaintiffs and the subclass.
28

1 113. Plaintiffs and the subclass were injured as a direct and proximate result
2 of Defendant's conduct because (a) they would not have purchased Products if they
3 had known the discounts and/or regular prices were not real, (b) they overpaid for the
4 Products because the Products were sold at a price premium due to the
5 misrepresentation, and/or (c) they received products with market values lower than
6 the promised market values.

7 114. Accordingly, pursuant to California Civil Code § 1780(a)(2), Plaintiffs,
8 on behalf of themselves and all other members of the subclass, seeks injunctive relief.

9 115. CLRA § 1782 NOTICE. On February 13, 2026, a CLRA demand letter
10 was sent to Defendant's registered agent via certified mail (return receipt requested),
11 that provided notice of Defendant's violations of the CLRA and demanded that
12 Defendant correct the unlawful, unfair, false and/or deceptive practices alleged here.
13 Defendant does not have a California headquarters. If Defendant does not fully
14 correct the problem for Plaintiffs and for each member of the California Subclass
15 within 30 days of receipt, Plaintiffs and the California Subclass will seek all monetary
16 relief allowed under the CLRA.

17 116. CLRA venue declarations are attached.

18 **THIRD CAUSE OF ACTION**

19 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**
20 **Cal. Bus. & Prof. Code § 17200, et seq.**
21 **(On Behalf of Plaintiffs & the California Subclass)**

22 117. Plaintiffs repeat and re-allege all factual allegations contained in the
23 foregoing paragraphs as if fully set forth herein.

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

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

1 120. Defendant engaged in unlawful conduct by violating the CLRA and
2 FAL, as alleged above and incorporated here. In addition, Defendant engaged in
3 unlawful conduct by violating the FTCA. The FTCA prohibits “unfair or deceptive
4 acts or practices in or affecting commerce” and prohibits the dissemination of false
5 advertisements. 15 U.S.C. § 45(a)(1), 15 U.S.C. § 52(a). As the FTC’s regulations
6 make clear, Defendant’s false pricing schemes violate the FTCA. 16 C.F.R. § 233.1,
7 § 233.2.

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

12 122. Defendant’s representations were misleading to Plaintiffs and other
13 reasonable consumers.

14 123. Plaintiffs relied upon Defendant’s misleading representations and
15 omissions, as detailed above.

16 124. As alleged in detail above, Defendant committed “unfair” acts by falsely
17 advertising that its Products were on sale, that the sale was limited in time, that the
18 Products had a specific regular price, and that the customers were receiving
19 discounts.

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

24 126. The harm to Plaintiffs and the subclass greatly outweighs the public
25 utility of Defendant’s conduct. There is no public utility to misrepresenting the price
26 of a consumer product. This injury was not outweighed by any countervailing
27 benefits to consumers or competition. Misleading consumer products only injure
28 healthy competition and harm consumers.

1 127. Plaintiffs and the subclass could not have reasonably avoided this injury.
2 As alleged above, Defendant's representations were deceptive to reasonable
3 consumers like Plaintiffs.

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

6 129. For all prongs, Defendant's representations were intended to induce
7 reliance, and Plaintiffs saw, read, and reasonably relied on them when purchasing
8 Products. Defendant's representations were a substantial factor in Plaintiffs'
9 purchase decision.

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

13 131. Defendant's representations were a substantial factor and proximate
14 cause in causing damages and losses to Plaintiffs and the subclass members.

15 132. Plaintiffs and the subclass were injured as a direct and proximate result
16 of Defendant's conduct because (a) they would not have purchased the Products if
17 they had known that they were not discounted, and/or (b) they overpaid for the
18 Products because the Products were sold at the regular price and not at a discount.

19 **FOURTH CAUSE OF ACTION**

20 **BREACH OF CONTRACT**

21 **(On Behalf of Plaintiffs & the Nationwide Class)**

22 133. Plaintiffs repeat and re-allege all factual allegations contained in the
23 foregoing paragraphs as if fully set forth herein.

24 134. Plaintiffs bring this claim individually and on behalf of the members of
25 the Nationwide Class against Defendant. In the alternative, Plaintiffs brings this
26 cause of action on behalf of themselves and the California Subclass.

27 135. Plaintiffs and class members entered into contracts with Defendant
28 when they placed orders to purchase Products on Defendant's website.

1 136. The contracts provided that Plaintiffs and class members would pay
2 Defendant for the Products purchased.

3 137. The contracts further required that Defendant provides Plaintiffs and
4 class members with Products that have a market value equal to the regular prices
5 displayed on the website. They also required that Defendant provide Plaintiffs and
6 class members with a discount equal to the difference between the price paid, and the
7 regular prices advertised. These were specific and material terms of the contract.

8 138. The specific discounts were a specific and material term of each
9 contract.

10 139. Plaintiffs and class members paid Defendant for the Products they
11 purchased, and satisfied all other conditions of their contracts.

12 140. Defendant breached its contracts with Plaintiffs and class members by
13 failing to provide Products that had a “regular” price, former price, and/or prevailing
14 market value equal to the regular price displayed on its website, and by failing to
15 provide the promised discount. Defendant did not provide the discount that it had
16 promised.

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

20 **FIFTH CAUSE OF ACTION**

21 **BREACH OF EXPRESS WARRANTY**

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

23 142. Plaintiffs repeat and re-allege all factual allegations contained in the
24 foregoing paragraphs as if fully set forth herein.

25 143. Plaintiffs bring this claim individually and on behalf of the members of
26 the California Class against Defendant.
27
28

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

6 145. This warranty was part of the basis of the bargain and Plaintiffs and
7 members of the subclass relied on this warranty.

8 146. In fact, the Product's stated market value was not the prevailing market
9 value. Thus, the warranty was breached. Plaintiffs provided Defendant with notice of
10 this breach of warranty, by mailing a notice letter to Defendant's headquarters, on
11 February 13, 2026.

12 147. Plaintiffs and the subclass were injured as a direct and proximate result
13 of Defendant's breach, and this breach was a substantial factor in causing harm,
14 because (a) they would not have purchased Products if they had known that the
15 warranty was false, or (b) they overpaid for the Products because the Products were
16 sold at a price premium due to the warranty.

17 **SIXTH CAUSE OF ACTION**

18 **BREACH OF IMPLIED WARRANTY** 19 **(On behalf of Plaintiffs & the California Subclass)**

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

22 149. Plaintiffs bring this cause of action on behalf of themselves and
23 members of the California Subclass.

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

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

1 152. In fact, the Products did not have a market value equal to the regular
2 price displayed. Thus, the warranty was breached.

3 Plaintiffs provided Defendant with notice of this breach of warranty, by mailing a
4 notice letter to Defendant's headquarters, on February 13, 2026.

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

10 **SEVENTH CAUSE OF ACTION**

11 **QUASI CONTRACT/UNJUST ENRICHMENT**
12 ***(On behalf of Plaintiffs & the Nationwide Class)***

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

15 155. Plaintiffs bring this cause of action on behalf of themselves and the
16 Nationwide Class. In the alternative, Plaintiffs brings this claim on behalf of
17 themselves and the California Subclass.

18 156. As alleged in detail above, Defendant's false and misleading advertising
19 caused Plaintiffs and the class to purchase Products and to pay a price premium for
20 these Products.

21 157. In this way, Defendant received a direct and unjust benefit, at Plaintiffs'
22 expense.

23 158. Plaintiffs and the class seek restitution.

24 **EIGHTH CAUSE OF ACTION**

25 **NEGLIGENT MISREPRESENTATION**
26 ***(On behalf of Plaintiffs & the California Subclass)***

27 159. Plaintiffs and the California Subclass members incorporate the
28 foregoing allegations as if fully set forth herein.

1 160. Plaintiffs bring this cause of action on behalf of themselves and the
2 California Subclass.

3 161. As alleged more fully above, Defendant made false representations and
4 material omissions of fact to Plaintiffs and subclass members concerning the
5 existence and/or nature of the discounts and savings advertised.

6 162. These representations were false.

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

10 164. Defendant intended that Plaintiffs and subclass members rely on these
11 representations and Plaintiffs and subclass members read and reasonably relied on
12 them.

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

16 166. Defendant's misrepresentations were a substantial factor and proximate
17 cause in causing damages and losses to Plaintiffs and subclass members.

18 167. Plaintiffs and subclass members were injured as a direct and proximate
19 result of Defendant's conduct because (a) they would not have purchased Products if
20 they had known that the representations were false, and/or (b) they overpaid for the
21 Products because the Products were sold at a price premium due to the
22 misrepresentation.

23 **NINTH CAUSE OF ACTION**

24 **INTENTIONAL MISREPRESENTATION**
25 ***(On behalf of Plaintiffs & the California Subclass)***

26 168. Plaintiffs and the California Subclass members incorporate the
27 foregoing allegations as if fully set forth herein.
28

1 169. Plaintiffs bring this cause of action on behalf of themselves and the
2 California Subclass.

3 170. As alleged more fully above, Defendant made false representations and
4 material omissions of fact to Plaintiffs and subclass members concerning the
5 existence and/or nature of the discounts and savings advertised.

6 171. These representations were false.

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

10 173. Defendant intended that Plaintiffs and subclass members rely on these
11 representations and Plaintiffs and subclass members read and reasonably relied on
12 them.

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

16 175. Defendant's misrepresentations were a substantial factor and proximate
17 cause in causing damages and losses to Plaintiffs and subclass members.

18 176. Plaintiffs and subclass members were injured as a direct and proximate
19 result of Defendant's conduct because (a) they would not have purchased Products if
20 they had known that the representations were false, and/or (b) they overpaid for the
21 Products because the Products were sold at a price premium due to the
22 misrepresentation.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiffs, individually and on behalf of all others similarly
25 situated, respectfully requests that this Court enter judgment against Defendant and
26 in favor of Plaintiffs and the Classes, and grant the following relief:
27
28

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

17 **JURY TRIAL DEMANDED**

18 Plaintiffs demand a trial by jury for all issues so triable.

19 Respectfully submitted,

20
21 Dated: February 16, 2026

/s/ Victor J. Sandoval
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