

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

HAZEL CABANLIT, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

HOME DEPOT, INC.,

Defendant.

Case No.

CLASS ACTION COMPLAINT

DEMAND FOR A JURY TRIAL

Plaintiff Hazel Cabanlit, by and through her undersigned counsel, brings this class action complaint against Defendant Home Depot, Inc. (“Home Depot” or the “Defendant”), individually and on behalf of all others similarly situated, and alleges upon personal knowledge as to her own acts and experiences, and as to all other matters, upon information and belief, including the investigation conducted by Plaintiff’s counsel.

NATURE OF THE ACTION

1. This action seeks to address and remedy the unfair and deceptive business practices Home Depot has engaged in by placing false and misleading price advertisements on shelf signs and price displays (“Shelf Pricing”) throughout its stores in Illinois and nationwide.

2. Home Depot uses Shelf Pricing to advertise prices for merchandise to enable consumers to calculate pricing differences among brands, identify bargains, and to induce consumers to purchase the advertised merchandise. Consumers reasonably rely on Shelf Pricing

to make informed purchasing decisions and reasonably expect to pay the advertised Shelf Price when they reach the checkout.

3. However, Home Depot's Shelf Pricing frequently misrepresents the prices consumers are charged at the point of sale. As a result, consumers fall victim to a classic "bait and switch," and unknowingly overpay Home Depot a higher price for the falsely-advertised merchandise at checkout (the "Overcharged Goods").

4. The false and misleading Shelf Pricing affects various merchandise throughout Home Depot's stores, with Overcharged Goods costing consumers higher prices in a range of approximately 10-40%.

5. Home Depot is well aware that it is deceiving its consumers. In fact, Home Depot has been fined for this practice in the past and essentially has admitted to such practices including through stipulated judgments with multiple California District Attorneys. But the fines have not dissuaded Home Depot from continuing its unfair and deceptive practices. The fines (\$2 million in total) are diminutive for the multi-million-dollar retailer and dwarf the millions of dollars Home Depot profits each year from selling Overcharged Goods. So, because doing so is profitable, Home Depot paid the fines but has continued its misleading, unfair and deceptive pricing practices.

6. Home Depot's false, misleading, unfair and deceptive pricing practices violate the consumer protection statutes of Illinois and the other states in the Multi-State Classes, as well as the common laws of all states where Overcharged Goods are sold at Home Depot stores.

7. Plaintiff brings this action on behalf of a class of persons who purchased Overcharged Goods from Home Depot stores located in the United States within the applicable statute of limitations (the Classes are defined below), and seeks, *inter alia*, actual damages, refunds, statutory damages, injunctive relief, attorneys' fees, and the costs of this litigation.

JURISDICTION AND VENUE

8. The Court has original jurisdiction under 28 U.S.C. § 1332(d)(2) because the matter in controversy, exclusive of interests and costs, exceeds the sum or value of \$5,000,000 and is a class action in which there are in excess of 100 class members, and some of the members of the class are citizens of states different from Defendant.

9. This Court has personal jurisdiction over Defendant because Defendant conducts significant amounts of business in Illinois. Home Depot has 76 retail stores in Illinois.¹ Additionally, because Defendant marketed, promoted, distributed, and sold the Overcharged Goods to Plaintiff in Illinois, the claims arise out of or relate to Defendant's contacts with Illinois, subjecting Defendant to personal jurisdiction in Illinois.

10. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(a) and (b) because a substantial part of the events and omissions giving rise to Plaintiff's claims occurred in this judicial district.

11. Venue is also proper under 28 U.S.C. § 1391(c) because Defendant is a corporation that does business in and is subject to personal jurisdiction in this District.

PARTIES

12. Plaintiff Hazel Cabanlit ("Plaintiff") is a citizen of Illinois.

13. On February 10, 2025, Plaintiff purchased Overcharged Goods at a Home Depot store located in this judicial district, at 6211 N. Lincoln Avenue, Chicago, Illinois.

14. Home Depot is a multi-national corporation that operates chains of home improvement retail stores. Home Depot is incorporated in Delaware and its principal offices are

¹ See Home Depot's 2024 Annual Report filed on SEC Form 10-K (the "2024 10-K") at 24.

located in Atlanta, Georgia. Home Depot has 76 retail stores in Illinois, and sells the Overcharged Goods in Illinois, this judicial district, and throughout the United States.

FACTUAL ALLEGATIONS

A. Home Depot's Business Model

15. Home Depot's business model focuses on "offer[ing] [its] customers a wide assortment of building materials, home improvement products, lawn and garden products, décor products, and facilities MRO [(Maintenance, Repair, and Operations)] products, in stores and online."² "A typical Home Depot store stocks approximately 30,000 to 40,000 items during the year" including in merchandising departments such as "Appliances, Bath, Building Materials, Electrical, Flooring, Hardware, Indoor Garden, Kitchen & Blinds, Lighting, Lumber, Millwork, Outdoor Garden, Paint, Plumbing, Power, and Storage & Organization. . . ."³ According to Defendant, Home Depot "remain[s] focused on offering the right products at everyday values in our stores and online. . . .we continue to focus on enhanced merchandising information technology tools to help us: (1) enhance an interconnected shopping experience that remains tailored to our customers' shopping intent and location; (2) provide the best value in the market; and (3) optimize our product assortments. Our merchandising team leverages technology and works closely with our inventory and supply chain teams, as well as our suppliers, to manage our assortments, drive innovation, manage the cost environment, and adjust inventory levels to respond to fluctuations in demand."⁴

² 2024 10-K at 1.

³ *Id.* at 3.

⁴ *Id.*

16. Home Depot reports all geographic operating segments (U.S., Canada, and Mexico) in one reporting segment, which it calls the “Primary segment.”⁵ Within the Primary segment, Home Depot individually reports the results of its three major product lines: Building Materials, Décor, and Hardlines.⁶

17. For its fiscal years,⁷ Home Depot reported U.S. net sales of: \$144,840 million for 2022; \$140,083 million for 2023; and \$147,007 million for 2024.⁸

18. The overwhelming majority of Home Depot’s sales come from consumers purchasing merchandise at Home Depot brick and mortar store locations. For fiscal year 2024, in-store sales represented approximately 85% of Home Depot’s total sales.⁹

B. Home Depot Deceived Plaintiff and Class Members with its False, Misleading, Unfair and Deceptive Pricing Practices Resulting in Actual Damage to Plaintiff and Class Members

19. Home Depot uses Shelf Pricing to advertise prices, price changes and bargains inside its stores, which are designed to, and do, induce consumers in Illinois and throughout the United States, including Plaintiff and Class members, into selecting the advertised goods from

⁵ *Id.* at 51.

⁶ *Id.* at 52.

⁷ Home Depot’s 2025 fiscal year ran from January 29, 2024 to February 1, 2025.

⁸ *See* 2024 10-K at 53. These figures represent total net sales from products and services. Home Depot does not break out U.S. net sales by products and services. However, Home Depot’s overall net sales for its Primary segment (which does break out net sales by products and services) shows that the majority of Home Depot’s net sales come from the sale of products. *See e.g.*, 2024 10-K at 53 (reporting Primary segment product net sales of \$153,674 million, compared to services net sales of \$5,840 million).

⁹ *Id.* at 30.

among similar products located nearby on the shelf and into believing that they will pay the price advertised.

20. However, after being enticed by the Shelf Pricing to purchase the advertised items, Plaintiff and Class members are charged higher prices for Overcharged Goods at checkout.

21. For example, on February 10, 2025, Plaintiff purchased Overcharged Goods at Home Depot's store located at 6211 N. Lincoln Avenue Chicago, Illinois. As shown below, Plaintiff was charged higher prices for certain merchandise at checkout than the advertised Shelf Pricing:

a. **Scissors:** Home Depot's Shelf Pricing advertised that a five-pack of scissors would cost \$5.97. Plaintiff was charged and paid \$8.47 at checkout (highlighting added for easy reference):

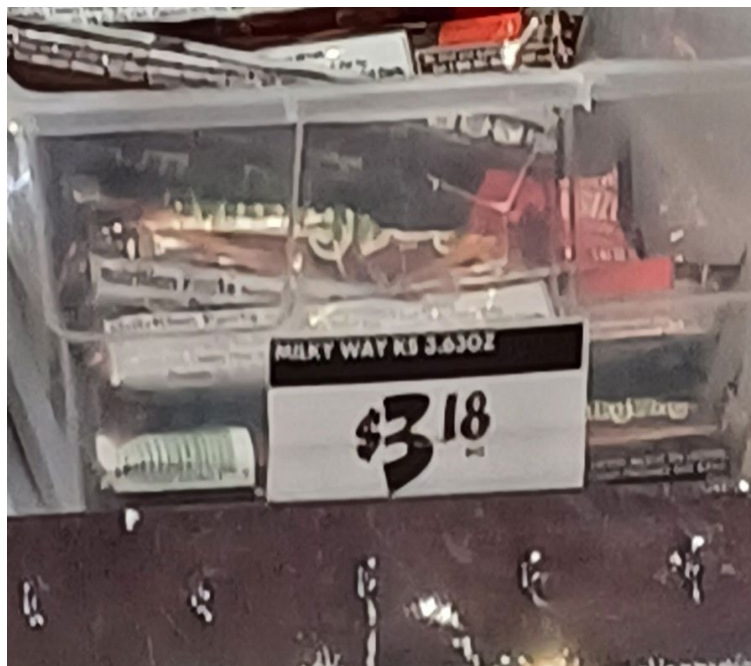


6211 N LINCOLN AVENUE
CHICAGO, IL 60659 (773)588-5828

8598 00062 84178 02/10/25 09:14 AM
SALE CASHIER ENILARA

817939007341 METHOD <A>	3.882
METHOD DISH GEL SEA MINERALS 18OZ	
817939012406 MTHD LSS DSH <A>	3.882
METHOD DISH LIMESEASALT 18OZ	
820909997351 UTILITY KNIF <A>	2.972
HDX RETRACTABLE ZINC UTILITY KNIFE	
883652862123 SNAP KNIFE <A>	2.972
ANVIL 18MM & 9MM SNAP OFF KNIFE SET	
820909907138 300 LUMENS A <A>	15.972
DEFIANT 3-PACK 300 LUMEN FLASHLIGHTS	
820909908418 5PCS SCISSOR <A>	8.472
ANVIL 5-PIECE SCISSORS SET	
040000004011 CANDY <A>	3.48Y
MILKY WAY KS 3.63OZ	
810020414417 EASYWRING RI <A>	18.972
EASYWRING RINSE CLEAN DEEP CLEAN 8IN	
042186660883 STUOSENSOR <A>	17.972
ZIRCON STUOSENSOR 4D35	
817939000311 MTHD GEL HW <A>	3.882
METHOD HS GEL LAVENDER 12OZ	
	SUBTOTAL 82.54
TAX Z =	10.2500% 8.10
TAX Y =	2.2500% 0.08
	TOTAL \$90.72
XXXXXXXXXXXX2255 DEBIT	
	USDS 90.72

b. **Milky Way Candy Bar:** Home Depot's Shelf Pricing advertised that the candy would cost \$3.18. Plaintiff was charged and paid \$3.48 at checkout (highlighting added for easy reference):



6211 N LINCOLN AVENUE
CHICAGO, IL 60659 (773)588-5828

8598 00062 84178 02/10/25 09:14 AM
SALE CASHIER ENILARA

817939007341	METHOD <A>	3.882
	METHOD DISH GEL SEA MINERALS 18OZ	
817939012406	MTHD LSS DSH <A>	3.882
	METHOD DISH LIMESEASALT 18OZ	
820909997351	UTILITY KNIF <A>	2.972
	HDX RETRACTABLE ZINC UTILITY KNIFE	
883652862123	SNAP KNIFE <A>	2.972
	ANVIL 18MM & 9MM SNAP OFF KNIFE SET	
820909907138	300 LUMENS A <A>	15.972
	DEFIANT 3-PACK 300 LUMEN FLASHLIGHTS	
820909908418	5PCS SCISSOR <A>	8.472
	ANVIL 5-PIECE SCISSORS SET	
040000004011	CANDY <A>	3.48Y
	MILKY WAY KS 3.63OZ	
810020414417	EASYWRING RI <A>	18.972
	EASYWRING RINSE/CLEAN DEEP CLEAN 8IN	
042186660883	STUDSENSOR <A>	17.972
	ZIRCON STUDSENSOR #D35	
817939000311	MTHD GEL HW <A>	3.982
	METHOD HS GEL LAVENDER 12OZ	
	SUBTOTAL	82.54
TAX Z =	10.2500%	8.10
TAX Y =	2.2500%	0.08
	TOTAL	\$90.72
XXXXXXXXXXXX2255	DEBIT	
	USDS	90.72

22. Plaintiff considers Shelf Pricing in making her shopping decisions; and the Shelf Pricing in Home Depot on February 10, 2025, materially drove her shopping decisions that day.

23. Prior to purchasing these Overcharged Goods, Plaintiff read and relied upon Defendant's false and misleading Shelf Pricing that was prepared and approved by Home Depot. For each purchase, she understood that she was paying the price reflected on the Shelf Pricing and such pricing was being offered by Home Depot.

24. Plaintiff purchased Overcharged Goods based on Home Depot's Shelf Pricing and would not have purchased the Overcharged Goods but for the advertised Shelf Pricing.

25. Plaintiff suffered actual damages because she paid more for the Overcharged Goods than the value of the merchandise as reflected on the Shelf Pricing.

26. Defendant's bait-and-switch pricing scheme is a deceptive and unfair practice that injured Plaintiff and will injure Plaintiff in the future. Home Depot's Shelf Pricing does not disclose the total price for the items on the shelves but instead advertises lower prices to in-store shoppers that are ultimately increased at checkout. This is a classic example of a "bait-and-switch" pricing scheme.

27. Home Depot's false Shelf Pricing has led to injuries that consumers including Plaintiff cannot reasonably avoid, in the forms of paying higher prices at checkout and the imposition of unreasonable search costs.

28. Home Depot's use of inaccurate Shelf Pricing creates a situation that is oppressive. Plaintiff was forced by the circumstances and design of Home Depot's large store to unknowingly pay higher prices charged at the register. Plaintiff had no choice but to submit to the overcharges because of the extensive time and effort required for later researching and rectifying overcharges.

29. Plaintiff will continue shopping at Home Depot, creating a real threat of future injury if Home Depot's deceptive practice is not enjoined. The limited number of home improvement chains make future visits both necessary and likely.

C. The Federal Trade Commission Forbids Home Depot's Unfair and Deceptive Pricing Practices

30. The Federal Trade Commission (the "FTC") requires that any retailer who offers price comparisons "should make certain that the bargain offer is genuine and truthful. Doing so will serve their own interest as well as that of the general public." 16 C.F.R. § 233.5.

31. When a retailer offers an item for sale, then, the offer must be entirely genuine and truthful and not contain any deceptive or unfair aspect.

32. Home Depot, however, fails to comply with this FTC guideline. Instead, through its unfair and deceptive pricing practices, Home Depot deceives consumers into paying more for Overcharged Goods than the value represented on Home Depot's Shelf Pricing.

D. Home Depot Willfully Engages in Systemic and Pervasive Unfair and Deceptive Pricing Practices

33. Home Depot knows that it overcharges consumers through its unfair and deceptive pricing practices. For example, at least six state District Attorney's Offices in California have taken action against Home Depot for its unfair and deceptive pricing practices and its overcharging of consumers, specifically relating to disparities between the price of goods advertised on the shelf and what was charged at the register, resulting in millions of dollars in fines and settlements with public authorities.

34. Indeed, on August 26, 2024, Home Depot entered into a stipulated judgment with six California District Attorney's Offices, whereby Home Depot agreed to pay nearly \$2 million to settle a civil law enforcement complaint that alleged Home Depot engaged in false advertising

and unfair competition. According to the civil complaint filed by the California Attorneys General, “Home Depot unlawfully charged customers prices higher than Home Depot’s lowest advertised or posted price. This problem is often called a ‘scanner violation,’ which is when the price on the item, or on the item’s shelf tag, is not the same once the UPC code is scanned at the point-of-sale device or register.”¹⁰

35. Plaintiff’s counsel’s investigation identified Home Depot’s unfair and deceptive pricing practices throughout the United States, including stores located in New Jersey, demonstrating that the unfair and deceptive practices are not limited to Illinois and extend from coast-to-coast.

36. For example, on October 1, 2024, the Shelf Pricing at Home Depot located at 955 Bloomfield Ave., Clifton, New Jersey advertised that (1) Varathane One Step Stain + Spar would cost \$23.98, but the price charged at checkout was \$28.98; and (2) Brass Craft Multi Turn Angle Valve would cost \$9.20, but the price charged at checkout was \$9.47.

37. Similarly, on October 1, 2024, the Shelf Pricing at Home Depot located at 99 Route 17 North Lodi, New Jersey advertised that a ¾ Sharkbite 90-degree elbow would cost \$11.97, but the price at checkout was \$12.93.

¹⁰ See <https://awm.sbcounty.gov/home-depot-settles-lawsuit-alleging-overcharging-and-false-advertising/>

CLASS DEFINITIONS AND ALLEGATIONS

38. Pursuant to Rule 23(b)(2), (b)(3), and (c)(4) of the Federal Rules of Civil Procedure, Plaintiff brings this action on behalf of herself and the proposed Classes.¹¹ Plaintiff brings this action on behalf of herself and the proposed Nationwide Class:

All persons who purchased merchandise from a Home Depot store in the United States, within the applicable statute of limitations, until the date notice is disseminated, and paid higher prices for merchandise than the advertised shelf-prices (the “Nationwide Class”).

39. Pursuant to Federal Rules of Civil Procedure Rule 23(b)(2) and 23(b)(3), Plaintiff brings this action on behalf of herself and the proposed Illinois Class:

All persons who purchased merchandise from a Home Depot store in the State of Illinois, within the applicable statute of limitations, and paid higher prices for merchandise than the advertised shelf-prices (the “Illinois Class”).

40. Pursuant to Federal Rules of Civil Procedure Rule 23(b)(2) and 23(b)(3), Plaintiff brings this action on behalf of herself and the proposed Multi-State Consumer Protection Class:

All persons who purchased merchandise from a Home Depot store in the State of Illinois or any state with similar laws,¹² within the applicable statute of limitations,

¹¹ Unless otherwise specified, all references in this Complaint to “Classes” or the “Class” refer collectively to the Nationwide Class, the Illinois Class, the Multi-State Consumer Protection Class, and the Multi-State Uniform Deceptive Trade Practices Act (“UDTPA”) Class.

¹² While discovery may alter the following, Plaintiff asserts that the other states with similar consumer fraud laws under the fact of this case include but are not limited to: California (Cal. Civ. Code § 1770(a)(9)); Colorado (Colo. Rev. Stat. § 6-1-101, *et seq.*); Connecticut (Conn. Gen. Stat. § 42-110b, *et seq.*); Delaware (Del. Code tit. 6, §§ 2511, *et seq.*); District of Columbia (D.C. Code § 28-3901, *et seq.*); Florida (Fla. Stat. § 501.201, *et seq.*); Hawaii (Haw. Rev. Stat. § 481A-3, *et seq.*); Idaho (Idaho Code § 48-601, *et seq.*); Illinois (815 ICLS § 505/1, *et seq.*); Maryland (Md. Comm. Law Code Ann. § 13-301, *et seq.*); Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq.*); Michigan (Mich. Comp. Laws § 445.311, *et seq.*) (the notice requirement set forth in § 445.311, *et seq.* does not apply where, as here, the seller intentionally charges more for a consumer item than the price displayed for the item in pursuant to Mich. Comp. Laws § 445.319(4)); Minnesota (Minn. Stat. § 325F.67, *et seq.*); Missouri (Mo. Rev. Stat. § 407.010, *et seq.*); Nebraska (Neb. Rev.

until the date notice is disseminated, and paid higher prices for the merchandise than the advertised shelf-prices (the “Multi-State Class”).

41. Pursuant to Federal Rules of Civil Procedure Rule 23(b)(2) and 23(b)(3), Plaintiff brings this action on behalf of herself and the proposed Multi-State Uniform Deceptive Trade Practices Act (“UDTPA”) Class:

All persons who purchased merchandise from a Home Depot store in the State of Illinois or any state that has adopted similar UDTPA laws,¹³ within the applicable statute of limitations, until the date notice is disseminated, and paid higher prices for merchandise than the advertised shelf-prices (the “Multi-State UDTPA Class”).

42. Excluded from the Classes are: (i) the Defendant, and any entity in which any Defendant or its subsidiaries or affiliates have a controlling interest, and Defendant’s legal representatives, predecessors, successors and assigns; (ii) governmental entities; (iii) Defendant’s employees, officers, directors, agents, and representatives and their family members; (iv) all

Stat. § 59 1601, *et seq.*); Nevada (Nev. Rev. Stat. § 598.0915, *et seq.*); New Hampshire (N.H. Rev. Stat. § 358A:1, *et seq.*); New Jersey (N.J. Stat. Ann. § 56:8-1, *et seq.*); New Mexico (N.M. Stat. § 57-12-1, *et seq.*); New York (N.Y. Gen. Bus. Law § 349, *et seq.*); North Dakota (N.D. Cent. Code § 51-15-01, *et seq.*); Oklahoma (Okla. Stat. tit. 15, § 751, *et seq.*); Oregon (Or. Rev. Stat. § 646.605, *et seq.*); Pennsylvania (73 Pa. Stat. § 201-1 *et seq.*); Rhode Island (R.I. Gen. Laws § 6-13.1-1, *et seq.*); South Dakota (S.D. Code Law § 37-24-1, *et seq.*); Utah (Utah Code § 13-11-1, *et seq.*); Virginia (VA Code § 59.1-196, *et seq.*); Vermont (Vt. Stat. tit. 9, § 2451, *et seq.*); Washington (Wash. Rev. Code § 19.86.010, *et seq.*); West Virginia (W. Va. Code § 46A-6-101, *et seq.*).

¹³ While discovery may alter the following, Plaintiff asserts that the other states with similar UDTPA statutes under the facts of this case include but are not limited to: Colorado (Colo. Rev. Stat. § 6-1-105, *et seq.*); Delaware (Del. Code tit. 6, § 2531, *et seq.*); District of Columbia (D.C. Code § 28-3901, *et seq.*); Georgia (Ga. Code § 10-1-372, *et seq.*); Hawaii (Haw. Rev. Stat. § 481A, *et seq.*); Idaho (Idaho Code § 48-601, *et seq.*); Illinois (815 ICLS § 510/1, *et seq.*); Maine (10 M.R.S.A. § 1210, *et seq.*); Maryland (Md. Comm. Law Code Ann. § 13-301, *et seq.*); Minnesota (Minn. Stat. § 325D.43, *et seq.*); Mississippi (MS Code § 75-24-1, *et seq.*); Nebraska (Neb. Rev. Stat. § 87-301, *et seq.*); New Hampshire (Nev. Rev. Stat. § 598.0901, *et seq.*); New Mexico (N.M. Stat. § 57-12-1, *et seq.*); Oklahoma (Okla. Stat. Ann. tit. 15 § 751, *et seq.*); and Wyoming (Wyo. Stat. Ann. §40-12-101, *et seq.*).

persons who make a timely election to be excluded from the Classes; and (v) the Judge and staff to whom this case is assigned, and any member of the Judge's immediate family.

43. **Numerosity – Federal Rule of Civil Procedure 23(a)(1):** The members of the proposed Classes are so numerous that the individual joinder of all absent Class members is impracticable. While the exact number of Class members is unknown to Plaintiff at this time and is in the exclusive control of Defendant, it is ascertainable by appropriate discovery. Plaintiff is informed and reasonably believes that Class members include hundreds of thousands of people or more, who are geographically diverse so that joinder of all Class members is impracticable.

44. **Commonality and Predominance – Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3):** This action involves common questions of law or fact, which predominate over any questions affecting individual Class members, including: (i) whether Home Depot's pricing practices are false, deceptive, misleading, unfair and/or unlawful; (ii) whether Home Depot's pricing practices with respect to Shelf Pricing and Overcharge Goods are false, deceptive, misleading, unfair and/or unlawful; (iii) whether Home Depot's conduct violates the Illinois Consumer Fraud Act and Deceptive Business Practices Act; (iv) whether Home Depot's violation is willful or grossly negligent; (v) whether Home Depot should be enjoined from continuing to charge consumers higher prices for merchandise than is advertised on its Shelf Pricing, or required to implement systemic controls to ensure the same; (vi) whether Plaintiff and the Class members sustained actual damages; and (vii) whether Home Depot has unjustly enriched itself by deceptively overcharging customers for Overcharged Goods.

45. **Typicality – Federal Rule of Civil Procedure 23(a)(3):** Plaintiff's claims are typical of the other Class members' claims because, among other things, all Class members were injured through the substantially uniform misconduct of Defendant. Plaintiff is advancing the same

claims and legal theories on behalf of herself and all other Class members, and there are no defenses that are unique to Plaintiff. The claims of Plaintiff and those of the other Class members arise from the same operative facts and are based on the same legal theories.

46. **Adequacy of Representation – Federal Rule of Civil Procedure 23(a)(4):** Plaintiff is an adequate representative of the Classes because her interests do not conflict with the interests of the other Class members she seeks to represent; she has retained counsel competent and experienced in complex class action litigation and Plaintiff will prosecute this action vigorously. The Class members' interests will be fairly and adequately protected by Plaintiff and her counsel.

47. **Superiority – Federal Rule of Civil Procedure 23(b)(3):** A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this matter as a class action. The damages, harm, or other financial detriment suffered individually by Plaintiff and Class members are relatively small compared to the burden and expense that would be required to litigate their claims on an individual basis against Defendant, making it impracticable for Class members to individually seek redress for Defendant's wrongful conduct. Even if Class members could afford individual litigation, the court system could not. Individualized litigation would create the potential for inconsistent or contradictory judgments and increase the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court.

48. Further, Defendant has acted or refused to act on grounds generally applicable to each of the Classes and, accordingly, final injunctive or corresponding declaratory relief with

regard to members of the Classes as a whole is appropriate under Rule 23(b)(2) of the Federal Rules of Civil Procedure.

49. Likewise, particular issues under Rule 23(c)(4) are appropriate for certification because such claims present only particular, common issues, the resolution of which would advance the disposition of this matter and the parties' interests therein.

CAUSES OF ACTION

**COUNT I
VIOLATION OF THE ILLINOIS
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
(On Behalf of Plaintiff and the Illinois Class)**

50. Plaintiff re-alleges and incorporates by reference herein all of the allegations contained in paragraphs 1-49 as if fully set forth herein.

51. Plaintiff brings this action individually and on behalf of the Illinois Class.

52. In Illinois, the Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. 505/1, *et seq.* (the "ICFA") prohibits "unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the 'Uniform Deceptive Trade Practices Act'" In turn, the Uniform Deceptive Trade Practices Act, 815 Ill. Comp. Stat. 510/2(a) provides in pertinent part that a "person engages in a deceptive trade practice when, in the course of his or her business, vocation, or occupation," the person does any of the following: "(9) advertises goods or services with intent not to sell them as advertised; . . . (11) makes false or misleading statements of fact concerning the reasons for, existence of, or amounts

of price reductions; [or] (12) engages in any other conduct which similarly creates a likelihood of confusion or misunderstanding.”

53. The ICFA was enacted to protect the consuming public and legitimate business enterprises from those who engage in unfair or deceptive acts or practices in the conduct of any trade or commerce.

54. Plaintiff is a “consumer” as defined by 815 Ill. Comp. Stat. 505/1(e).

55. The subject transaction for Overcharged Goods is “trade” or “commerce” as defined by 815 Ill. Comp. Stat. 505/1(f).

56. Defendant violated the ICFA by, within its Illinois stores, engaging in the unfair and deceptive pricing practices described herein and proscribed by ICFA, 815 Ill. Comp. Stat. 505/2 and, by incorporation therein, 815 Ill. Comp. Stat. 510/2.

57. Defendant’s actions constitute deceptive acts or practices within the meaning of the ICFA because, as alleged herein, Defendant advertised and marketed the Overcharged Goods at Shelf Prices, with the intent that consumers rely on such Shelf Prices, that were lower than the prices Defendant then charged consumers (like Plaintiff and Class members) at checkout for such items.

58. Defendant’s actions also constitute an unfair practice in violation of the ICFA because they offend established public policy and cause substantial injuries to consumers.

59. Defendant’s actions constitute an unfair practice because they are immoral, unethical, oppressive, and unscrupulous because they impose a lack of meaningful choice and an unreasonable burden on consumers. Consumers (like Plaintiff and Class members) spend time and effort shopping for items that they intend to purchase at the advertised Shelf Prices. Defendant’s false shelf pricing practices force consumers to unknowingly submit to higher prices charged at

checkout. Consumers have no choice but to submit to the overcharges. The alternative—to spend more time keeping track of Shelf Prices and attempting to rectify overcharges—creates an unreasonable, oppressive and burdensome situation. As a result, Defendant’s unfair and deceptive pricing practices cause substantial injury to consumers by causing small harms to large numbers of consumers.

60. By misleading Plaintiff and Class members into believing that they were purchasing merchandise for the prices represented on the Shelf Pricing, Defendant induced them to select such goods based on the advertised Shelf Pricing and then to purchase these Overcharged Goods at higher prices for the benefit of Defendant.

61. Plaintiff and Class members reasonably relied on and were misled by Defendant’s unfair and deceptive pricing practices to their detriment by purchasing the Overcharged Goods at prices higher than were advertised through the Shelf Pricing.

62. As a direct and proximate result of Defendant’s conduct, Plaintiff and Class members suffered actual damages in that they paid Defendant more for Overcharged Goods than the value represented in Defendant’s Shelf Pricing.

63. Plaintiff and Class members have been and will continue to be deceived or misled by Defendant’s false, misleading, unfair and deceptive pricing practices.

64. Defendant knew and calculated that its practices would mislead consumers, continuing such deceptive practices despite knowledge of the deception and the harm it caused and causes. Such conduct thus is willful and in wanton disregard of Plaintiff’s and Class members’ rights.

65. Plaintiff intends to continue shopping at Defendant's stores in the future and will likely be harmed by Defendant's false, misleading, unfair and deceptive pricing practices unless such practices are enjoined.

66. Plaintiff and Class members require injunctive relief because they will incur future overcharges caused by Defendant's false, misleading, unfair, and deceptive pricing practices because it is unreasonable for Plaintiff and Class members to expend the time and effort necessary to memorize or record the Shelf Pricing for every item they purchase, and compare those prices to the prices reflected on the receipts given to them after their purchases, or to re-enter or return to the store to audit their receipts.

67. Without injunctive relief, Plaintiff and Class members will continue to be overcharged without their knowledge because Defendant's false, misleading, unfair, and deceptive pricing practices apply to assorted merchandise at various times and reasonable consumers rely on Shelf Pricing.

68. As a result of the Defendant's violations of the ICFA, Plaintiff and Class members are entitled to recover compensatory damages, restitution, punitive and special damages including but not limited to treble damages, reasonable attorneys' fees and costs, injunctive and declaratory relief, and all remedies permitted pursuant to the relevant law.

69. Plaintiff reserves the right to allege other violations of ICFA as discovery unfolds, as Defendant's conduct is ongoing.

COUNT II
VIOLATION OF THE ILLINOIS
UNIFORM DECEPTIVE TRADE PRACTICES ACT
(On Behalf of Plaintiff and the Illinois Class)

70. Plaintiff re-alleges and incorporates by reference herein all of the allegations contained in paragraphs 1-69 as if fully set forth herein.

71. Plaintiff brings this action individually and on behalf of the Illinois Class.

72. The Illinois Uniform Deceptive Trade Practices Act (“Ill. UDTPA”), 815 Ill. Comp. Stat. 510/2, *et seq.*, prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact.”

73. 815 ILCS 510/2 provides in pertinent part that a “person engages in a deceptive trade practice when, in the course of his or her business, vocation, or occupation,” the person does any of the following: “(9) advertises goods or services with intent not to sell them as advertised; . . . (11) makes false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions; [or] (12) engages in any other conduct which similarly creates a likelihood of confusion or misunderstanding.”

74. Defendant engaged in unfair and deceptive acts in violation of 815 Ill. Comp. Stat. 510/2 when, as set forth above, it advertised Shelf Pricing with the intent not to sell such goods at the prices advertised; advertised Shelf Pricing with false or misleading purported price reductions; and continued these practices despite knowledge that they create a likelihood of confusion or misunderstanding.

75. Defendant's deceptive acts occurred in a course of conduct involving trade and commerce in Illinois and throughout the United States.

76. Defendant's deceptive acts proximately caused actual injury Plaintiff and the Class members at the point of purchase.

77. Plaintiff and Class members would not have purchased the Overcharged Goods but for Defendant's false and misleading pricing practices and Shelf Pricing. Defendant intended Plaintiff and all Class members to rely on the false and misleading Shelf Pricing when purchasing the Overcharged Goods.

78. Defendant knew that its unfair and deceptive pricing practices were causing Plaintiff and Class members to pay more for Overcharged Goods than the value represented in the Shelf Pricing, and its behavior thus was willful.

79. Defendant's unfair and deceptive pricing practices are company-wide, pervasive, and continuous. Because Defendant continues to allow its stores across the United States to charge more for Overcharged Goods than what is advertised on the deceptive Shelf Pricing, and elects not to implement institutional systemic controls to prevent such practices even after being fined for such practices by local agencies, Plaintiff and Class members are likely to be misled and overcharged in the future.

80. Plaintiff intends to continue shopping at Defendant's stores in the future and will likely be harmed by Defendant's false, misleading, unfair and deceptive pricing practices.

81. Plaintiff and Class members require injunctive relief because they will incur future overcharges caused by Defendant's false, misleading, unfair, and deceptive pricing practices because it is unreasonable for Plaintiff and Class members to expend the time and effort necessary to memorize or record the Shelf Pricing for every item they purchase, and compare those prices to

the prices reflected on the receipts given to them after their purchases, or to re-enter or return to the store to audit their receipts.

82. Without injunctive relief, Plaintiff and Class members will continue to be overcharged without their knowledge because Defendant's false, misleading, unfair, and deceptive pricing practices apply to assorted merchandise at various times and reasonable consumers rely on Shelf Pricing.

83. As a result of the Defendant's violations of the Ill. UDTPA, Plaintiff and Class members are entitled to injunctive relief, attorneys' fees and costs, and other relief as deemed appropriate or permitted pursuant to the relevant law.

COUNT III
VIOLATIONS OF STATE CONSUMER PROTECTION STATUTES
(On Behalf of Plaintiff and the Multi-State Consumer Class)

84. Plaintiff re-alleges and incorporates by reference herein all of the allegations contained in paragraphs 1-83 as if fully set forth herein.

85. Plaintiff and Class members have been injured as a result of Defendant's violations of the state consumer protection statutes listed above in paragraph 40 and footnote 12, which also provide a basis for redress to Plaintiff and Class members based on Defendant's fraudulent, deceptive, unfair and unconscionable acts, practices and conduct.

86. Defendant's conduct as alleged herein violates the consumer protection, unfair trade practices and deceptive acts laws of each of the jurisdictions encompassing the Multi-State Consumer Class.

87. Defendant violated the Multi-State Consumer Class's states' unfair and deceptive acts and practices laws by advertising lower Shelf Prices but charging Class members higher prices at checkout for Overcharged Goods.

88. Defendant's misrepresentations were material to Plaintiff's and Class members' decision to purchase the Overcharged Goods.

89. Plaintiff intends to continue shopping at Defendant's stores in the future and will likely be harmed by Defendant's false, misleading, unfair and deceptive pricing practices.

90. Plaintiff and Class members require injunctive relief because they will incur future overcharges caused by Defendant's false, misleading, unfair, and deceptive pricing practices because it is unreasonable for Plaintiff and Class members to expend the time and effort necessary to memorize or record the Shelf Pricing for every item they purchase, and compare those prices to the prices reflected on the receipts given to them after their purchases, or to re-enter or return to the store to audit their receipts.

91. Without injunctive relief, Plaintiff and Class members will continue to be overcharged without their knowledge because Defendant's false, misleading, unfair, and deceptive pricing practices apply to assorted merchandise at various times and reasonable consumers rely on Shelf Pricing.

92. Defendant made its untrue and/or misleading statements and representations willfully, wantonly, and /or with reckless disregard for the truth and for the rights of consumers.

93. As a result of Defendant's violations of the aforementioned states' unfair and deceptive practices laws, Plaintiff and Class members paid higher prices for Overcharged Goods.

94. As a result of Defendant's violations, Defendant has been unjustly enriched.

95. Pursuant to the aforementioned states' unfair and deceptive practices laws, Plaintiff and Class members are entitled to recover compensatory damages, statutory damages, restitution, punitive and special damages including but not limited to treble damages, reasonable attorneys'

fees and costs, injunctive or declaratory relief, and all remedies permitted pursuant to the relevant laws.

COUNT IV
VIOLATION OF THE UNIFORM DECEPTIVE TRADE PRACTICES ACT
(On Behalf of Plaintiff and the Multi-State Consumer Class)

96. Plaintiff re-alleges and incorporates by reference herein all of the allegations contained in paragraphs 1-95 as if fully set forth herein.

97. Plaintiff brings this action individually and on behalf of the Multi-State UDTPA Class.

98. Plaintiff and Class members have been injured as a result of Defendant's violations of the UDTPA adopted by the states listed above in paragraph 41 and footnote 13.

99. The UDTPA provides in pertinent part that a "person engages in a deceptive trade practice when, in the course of his or her business, vocation, or occupation," the person does any of the following: "advertises goods or services with intent not to sell them as advertised; "makes false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions;" [or] "engages in any other conduct which similarly creates a likelihood of confusion or misunderstanding."

100. Defendant engaged in unfair and deceptive acts in violation of the UDTPA when, as set forth above, it advertised Shelf Pricing with the intent not to sell such goods at the prices advertised; advertised Shelf Pricing with false or misleading purported price reductions; and continued these practices despite knowledge that they create a likelihood of confusion or misunderstanding.

101. Defendant's deceptive acts occurred in a course of conduct involving trade and commerce in Illinois and throughout the United States.

102. Defendant's deceptive acts proximately caused actual injury Plaintiff and the Class members at the point of purchase.

103. Plaintiff and Class members would not have purchased the Overcharged Goods but for Defendant's false and misleading pricing practices and Shelf Pricing. Defendant intended Plaintiff and all Class members to rely on the false and misleading Shelf Pricing when purchasing the Overcharged Goods.

104. Defendant knew that its unfair and deceptive pricing practices were causing Plaintiff and Class members to pay more for Overcharged Goods than the value represented in the Shelf Pricing, and its behavior thus was willful.

105. Defendant's unfair and deceptive pricing practices are company-wide, pervasive, and continuous. Because Defendant continues to allow its stores across the United States to charge more for Overcharged Goods than what is advertised on the deceptive Shelf Pricing, and elects not to implement institutional systemic controls to prevent such practices even after being fined for such practices by local agencies, Plaintiff and Class members are likely to be misled and overcharged in the future.

106. Plaintiff intends to continue shopping at Defendant's stores in the future and will likely be harmed by Defendant's false, misleading, unfair and deceptive pricing practices.

107. Plaintiff and Class members require injunctive relief because they will incur future overcharges caused by Defendant's false, misleading, unfair, and deceptive pricing practices because it is unreasonable for Plaintiff and Class members to expend the time and effort necessary to memorize or record the Shelf Pricing for every item they purchase, and compare those prices to the prices reflected on the receipts given to them after their purchases, or to re-enter or return to the store to audit their receipts.

108. Without injunctive relief, Plaintiff and Class members will continue to be overcharged without their knowledge because Defendant's false, misleading, unfair, and deceptive pricing practices apply to assorted merchandise at various times and reasonable consumers rely on Shelf Pricing.

109. As a result of the Defendant's violations of the UDTPA, Plaintiff and Class members are entitled to injunctive relief, attorneys' fees and costs, and other relief as deemed appropriate or permitted pursuant to the relevant law.

COUNT V
UNJUST ENRICHMENT
(On Behalf of Plaintiff and the Nationwide Class)

110. Plaintiff re-alleges and incorporates by reference herein all of the allegations contained in paragraphs 1-109 as if fully set forth herein.

111. To the extent of any overlap of claims, Plaintiff's Unjust Enrichment cause of action herein is pled in the alternative to Counts I, II, III and IV above.

112. Plaintiff brings this action individually and on behalf of the Nationwide Class.

113. Plaintiff and Class members conferred a monetary benefit on Defendant by paying higher prices for Overcharged Goods than Defendant's advertised Shelf Pricing.

114. Defendant knew that Plaintiff and Class members conferred a benefit on Defendant and accepted or retained that benefit. Through its false, misleading, unfair and deceptive pricing practices, Defendant unjustly received and retained benefits at the expense of Plaintiff and Class members, specifically the difference in price between what was charged and what should have been charged, and the failure to provide the Overcharged Goods based on its representations.

115. By and through Defendant's false, misleading, unfair and deceptive pricing practices, Defendant has received, had use of, and accrued interest on these funds wrongfully obtained from Plaintiff and Class members.

116. Defendant should not be permitted to retain the money belonging to Plaintiff and Class members, because Defendant failed to provide the Overcharged Goods at the advertised price, and Defendant has not provided compensation to Plaintiff and Class members.

117. Plaintiff and Class members have suffered pecuniary harm as a direct and proximate result of Defendant's conduct.

118. If Plaintiff and Class members knew that Defendant was going to charge higher prices for Overcharged Goods, they would not have purchased Overcharged Goods from Defendant.

119. Plaintiff and Class members have no adequate remedy at law.

120. Plaintiff and Class members are entitled to restitution of, disgorgement of, and/or the imposition of a construct trust upon all profits, benefits, and other compensation obtained by Defendant, and for such other relief that this Court deems proper, as a result of their unfair, misleading, and inequitable conduct.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of other members of the proposed Classes, respectfully requests that the Court enter judgment in Plaintiff's favor and against Defendant as follows:

A. Declaring that this action is a proper class action, certifying the Classes as requested herein, designating Plaintiff as Class Representative and appointing the undersigned counsel as Class Counsel.

B. Ordering injunctive relief as permitted by law or equity, including enjoining Defendant from continuing the unlawful, unfair and deceptive business practices as set forth herein, and requiring it to implement systemic controls to prevent the same from continuing to occur;

C. Ordering restitution and disgorgement of all profits and unjust enrichment that Defendant obtained from Plaintiff and the Class members as a result of Defendant's unlawful, unfair and deceptive business practices;

D. Awarding actual damages, compensatory damages, statutory damages, and punitive damages in an amount to be determined at trial;

E. Ordering Defendant to pay attorneys' fees and litigation costs to Plaintiff and the other members of the Classes;

F. Ordering Defendant to pay both pre- and post-judgment interest on any amounts awarded; and

G. Ordering such other relief as may be just and proper.

JURY DEMAND

121. Plaintiff demands a trial by jury of all claims in this Complaint so triable.

Dated: February 27, 2026

Respectfully submitted,
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*Application for *Pro Hac Vice* forthcoming