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

8 RUSTLE LAICH, *on behalf of*
9 *himself and all others similarly*
situated,

10 Plaintiff,

11 vs.

12 COVE SURF COMPANY, INC.
13 d/b/a COVE USA,

14 Defendant.

Case No. 8:26-cv-00789

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 Plaintiff Rustle Laich (“Plaintiff”), individually and on behalf of all others
2 similarly situated, brings this class action lawsuit against Cove Surf Company, Inc.,
3 d/b/a Cove USA (“Cove” or “Defendant”) and alleges, upon personal knowledge as
4 to his own actions and his counsel’s investigation and upon information and good
5 faith belief as to all other matters, as follows:

6 **I. INTRODUCTION**

7 1. Cove markets apparel (the “Products”) through the Cove brand and on
8 the website www.shopcoveusa.com (the “Website”). It engages in fake sales.

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

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

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

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

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

28

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

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

12 9. Fake sales violate these laws.

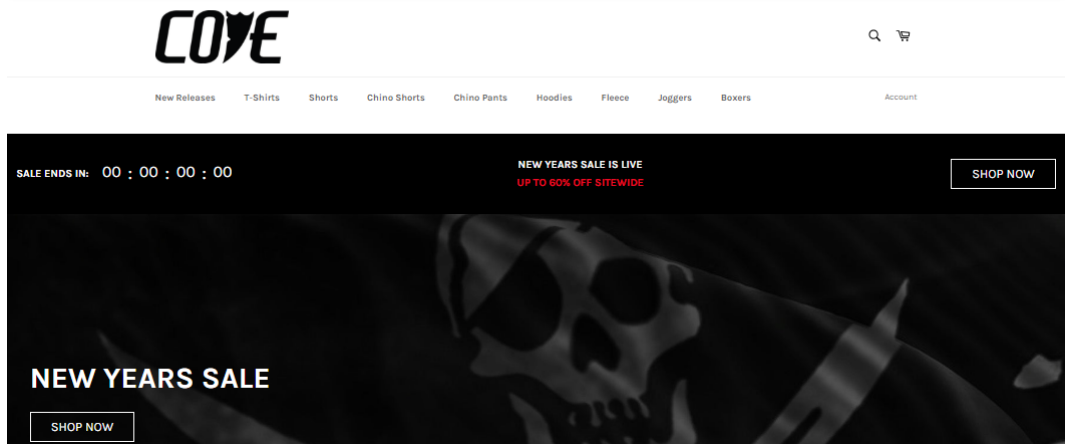
13 10. Fake sales also violate California’s prohibition on unlawful, unfair, and
14 deceptive business practices. *See* Cal. Bus. & Prof. Code § 17200.

15 11. In violation of these laws and California’s prohibition on unlawful,
16 unfair, and deceptive business practices, Cove engages in fake sales in its marketing
17 of the Products.

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

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1/28/2026 Capture – Advertising a New Years Sale with up to 60% off sitewide and representing that the sale would end on that date.



3/1/2026 Capture – Advertising a New Years Sale with up to 60% off sitewide and representing that the sale would end on that date.

1 13. Far from being time-limited, however, Defendant’s discounts are
2 routinely available.

3 14. As a result, everything about Defendant’s price and purported discount
4 advertising is fake.

5 15. The regular prices Defendant advertises are not actually Defendant’s
6 regular prices, because Defendant’s Products are consistently available for less than
7 that. The purported discounts Defendant advertises are not the true discounts the
8 customer is receiving and are often not discounts at all. Nor are the purported
9 discounts time-limited—quite the opposite, they are consistently available.

10 16. As described in greater detail below, Plaintiff purchased Products from
11 Defendant through the Website. At the time of each purchase, Defendant was actively
12 advertising a sale, representing that the Products Plaintiff purchased were available
13 at a substantial discount from their purported regular prices as advertised by
14 Defendant on the Website.

15 17. Relying on Defendant’s representations, Plaintiff believed that the
16 Products he purchased had a genuine “regular” price and market value equal to that
17 price, that he was receiving a substantial and meaningful discount from that price,
18 and that the opportunity to purchase at the discounted price was available only for a
19 limited time. These reasonable beliefs—each of which was induced by Defendant’s
20 advertising—were the direct cause of Plaintiff’s decision to purchase from Defendant
21 at the time and price he did.

22 18. However, Defendant’s representations were false. The advertised
23 reference prices were not Defendant’s true regular prices, the purported discounts
24 were illusory, and the sales were not time-limited—the discounted prices were
25 simply the prices at which Defendant routinely sold the Products. Had Defendant
26 been truthful, Plaintiff and other consumers would not have purchased the Products,
27 or would have paid less for them.

28

1 19. Plaintiff brings this case on behalf of himself and the other customers
2 who purchased Defendant's Products.

3 **II. PARTIES**

4 20. Plaintiff is and was at all relevant times, an individual and resident of
5 Los Angeles in Los Angeles County, California. Mr. Laich intends to remain in
6 California and makes his permanent home there.

7 21. Cove is a corporation organized under the laws of California located at
8 25956 Commercentre Dr. Lake Forest, CA 92630.

9 **III. JURISDICTION AND VENUE**

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

16 23. This Court has personal jurisdiction over Defendant because it conducts
17 business in this judicial district and a substantial part of the events or omissions
18 giving rise to Plaintiff's claims occurred in the judicial district.

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

25 **IV. FACTUAL ALLEGATIONS**

26 **A. DEFENDANT'S FAKE PRICES AND FAKE DISCOUNTS**

27 25. Defendant manufactures, distributes, markets, and sells the Products.
28

1 26. Defendant creates the false impression that its Products’ regular prices
2 are higher than they truly are.

3 27. On its website and in advertisements, Defendant consistently promotes
4 its Products as being offered at steep discounts from advertised “regular” prices.
5 These discounts offer “X%” off of the regular prices Defendant advertises. These
6 discounts are typically substantial discounts, such as “50%” off or “40%” off.

7 28. Even though in truth these discounts run in perpetuity, Defendant claims
8 they are only valid for a limited time.

9 29. Defendant promotes these discounts extensively. They are regularly
10 posted in social media advertisements, in search engine advertisements, in prominent
11 website banners, on Product listing pages displayed alongside Product images, on
12 individual Product pages, and during checkout. Representative screenshots are
13 provided on the following pages:



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25 *Captured 3/1/2026 - 24HR Flash Sale*
26 *-\$69 Strikethrough; \$29 "Sale"*

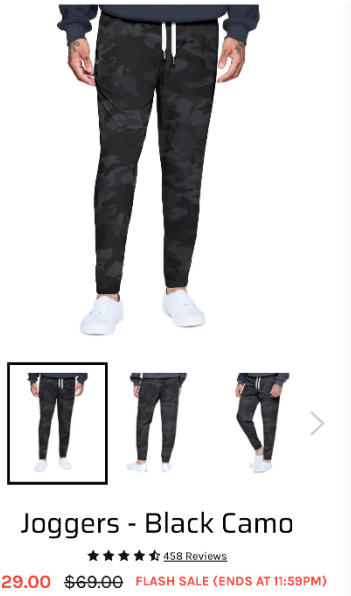


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28 *Captured 3/2/2026 - 24HR Flash Sale*
-\$69 Strikethrough; \$29 "Sale"

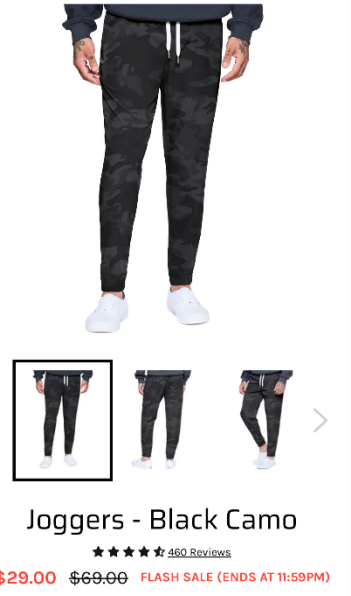


Captured 3/3/2026 - 24HR Flash Sale
-\$69 Strikethrough; \$29 "Sale"

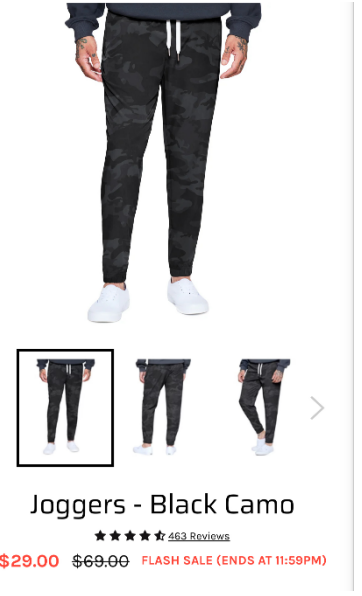
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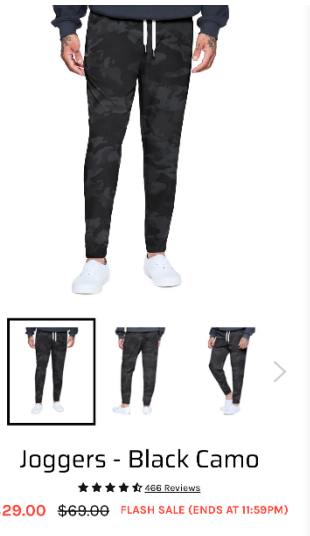
Captured 3/3/2026 - Product page for joggers, representing \$69 strikethrough price, \$29 "sale" price and that this flash sale would end at 11:59 pm



Captured 3/4/2026 - Product page for joggers, representing \$69 strikethrough price, \$29 "sale" price and that this flash sale would end at 11:59 pm



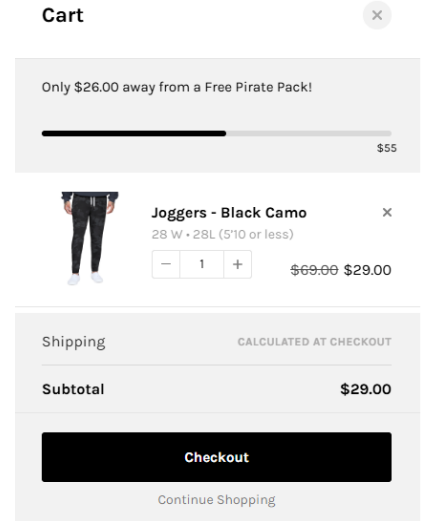
Captured 3/7/2026 - Product page for joggers, representing \$69 strikethrough price, \$29 "sale" price and that this flash sale would end at 11:59 pm



Captured 3/9/2026 - Product page for joggers, representing \$69 strikethrough price, \$29 "sale" price and that this flash sale would end at 11:59 pm



Captured 3/23/2026 - Product page for joggers, representing \$69 strikethrough price, \$29 "sale" price and that this flash sale would end at 11:59 pm



Captured 3/23/2026 - Cart page with joggers, representing \$69 strikethrough price, \$29 "sale" price

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1 30. Defendant represents that these discounts are available for a limited time
2 only, creating a false sense of urgency designed to pressure consumers into
3 immediate purchases. In reality, the purported sales are perpetual—the discounted
4 prices never expire and are simply the prices at which Defendant routinely sells its
5 Products. For example, as depicted above, Defendant ran an advertisement on Meta
6 on March 1, 2026 representing that a “LIMITED 24HR FLASH SALE” of the
7 joggers for \$29 was ongoing.

8 31. To reasonable consumers, this means that after March 1, 2026,
9 Defendant’s joggers would no longer be on sale and would retail at their purported
10 regular price of \$69.

11 32. However, as depicted above, Defendant continued to advertise the same
12 “LIMITED 24HR FLASH SALE” for at least the next 48 hours.

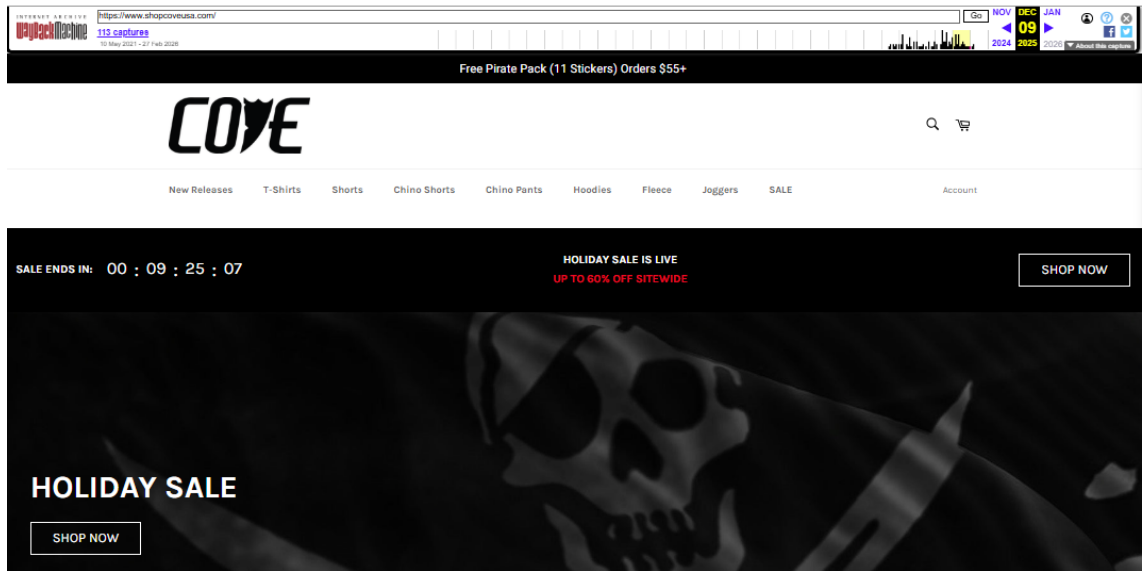
13 33. Moreover, the joggers have consistently been on “sale” for \$29 since
14 (and before) March 1, 2026. And, as evidenced by the screenshots above, Defendant
15 continues to represent that the price will be raised at midnight every night as of the
16 date of this filing—nearly four weeks later.

17 34. Similarly, Defendant advertises purported time-limited and/or seasonal
18 sales. However, immediately after each purportedly time-limited sale ends,
19 Defendant generates another similar discount.

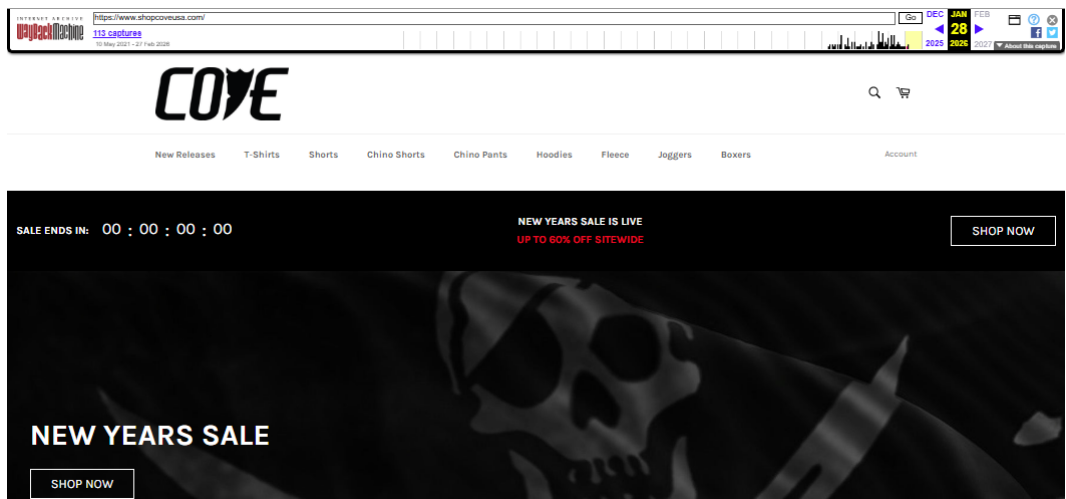
20 35. For example, in December of 2025, Defendant advertised a purportedly
21 time-limited “up to 60% off sitewide” seasonal “Holiday Sale.” An example image
22 is displayed below.

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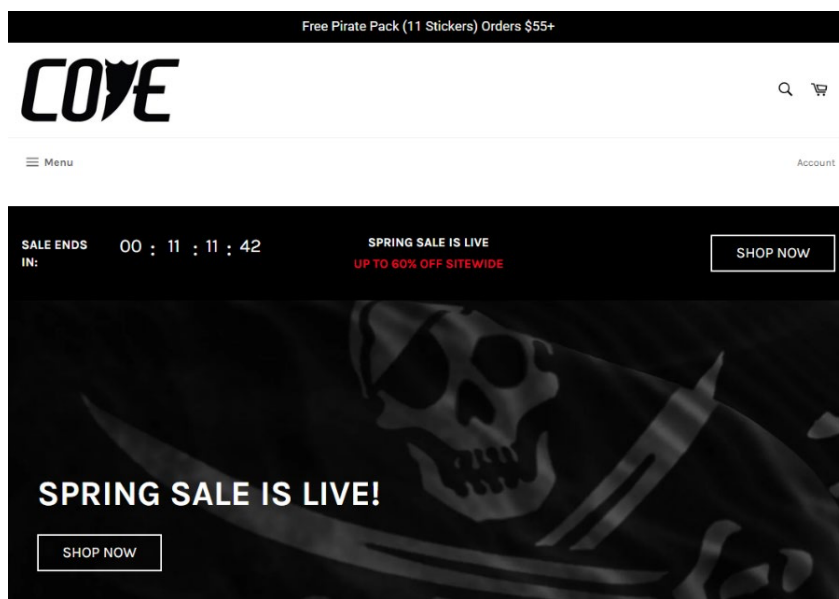


36. However, immediately after the purportedly time-limited seasonal “Holiday Sale” ended, in January 2026, Defendant advertised the exact “up to 60% off sitewide” discount as a “New Years Sale.” An example image is displayed below.

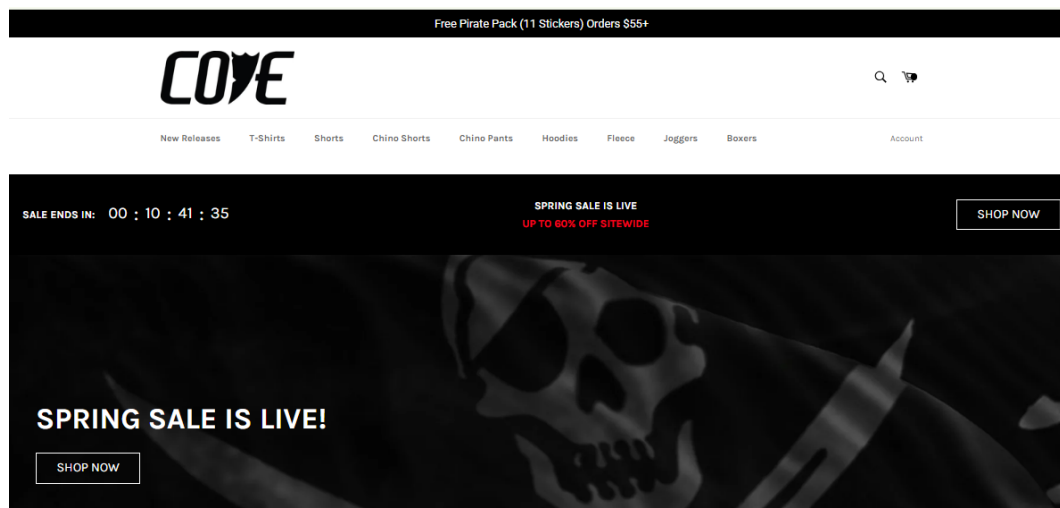


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1 37. Additionally, Cove uses fake countdown timers on its purportedly time-
2 limited seasonal sales. For example, on March 23, 2026, Cove advertised that its
3 purportedly time-limited “up to 60% off sitewide” seasonal “Spring Sale” would end
4 at midnight that night, by prominently displaying a timer counting down until
5 midnight on the Website’s landing page:

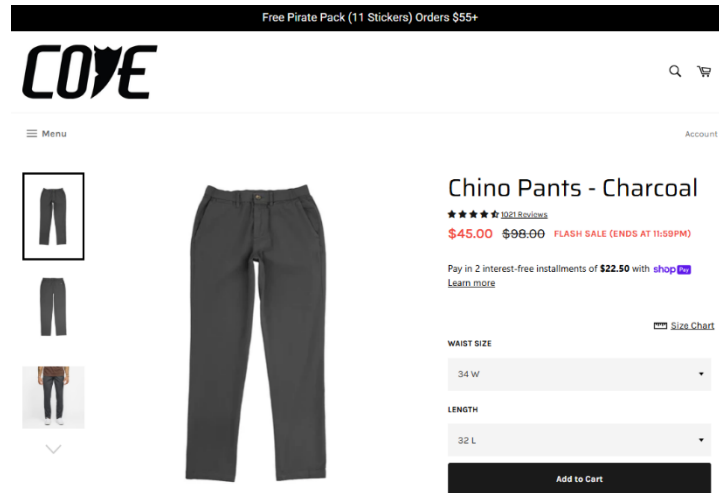


16 38. However, after midnight, the countdown clock was immediately reset.
17 And, on March 24, 2026, Cove advertised that its purportedly time-limited “up to
18 60% off sitewide” seasonal “Spring Sale” would end at midnight that night:

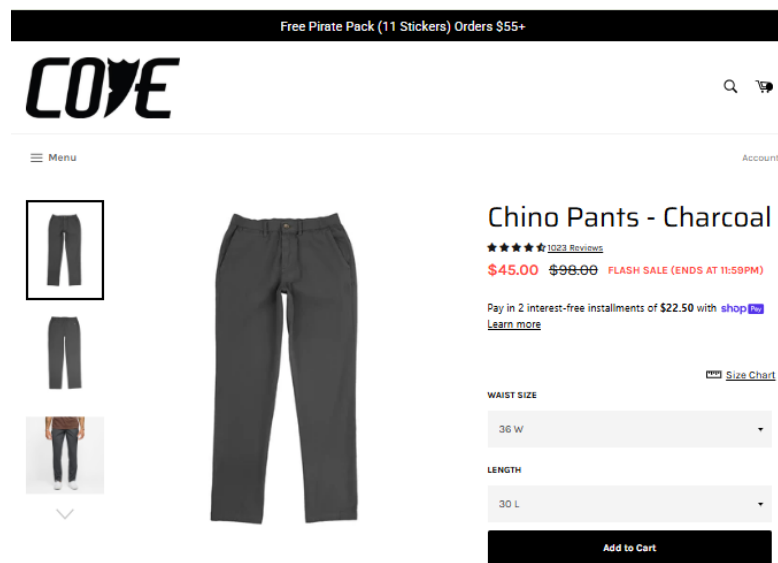


1 39. Compounding matters, on individual product pages, Cove consistently
2 represents that the “FLASH SALE (ENDS AT 11:59PM),” despite that the so-called
3 “flash sale” resets the next day.

4 40. For example, on March 23, 2026, Cove advertised that the 60%-off sale
5 on its Charcoal colored Chino Pants were on “FLASH SALE,” and that that sale
6 would “END[] AT 11:59PM:



15 41. However, after midnight, the same 60%-off sale continued to apply and
16 continued to represent that Cove’s Charcoal colored Chino Pants were on “FLASH
17 SALE,” and that that sale would “END[] AT 11:59PM:”



1 42. To confirm that Defendant has offered these fake sales consistently
2 during more than the past three months, Plaintiff’s counsel reviewed archived
3 snapshots of Defendant's website using the Internet Archive's Wayback Machine.¹
4 These archived snapshots confirmed that Defendant’s fake sales have been offered
5 consistently during more than the past three months.

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

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T-Shirts

(New) Drop Shoulder Tee - Black
★★★★★ 12452 reviews
Regular price \$35 Sale price \$25
[View](#)

(New) Drop Shoulder Tee - Pepper
★★★★★ 12452 reviews
Regular price \$35 Sale price \$25
[View](#)

10/15/25 - Tees \$35 Strikethrough Price; \$25 "Sale" Price



T-Shirts

(New) Heavyweight Tee - Jet Black
[View](#)

(New) Heavyweight Tee - Pepper

★★★★★ (New) Heavyweight Tee - Jet Black \$95 \$25

★★★★★ (New) Heavyweight Tee - Pepper \$95 \$25

2/26/26 - Tees \$35 Strikethrough Price; \$25 "Sale" Price



T-Shirts

(New) Heavyweight Tee - Jet Black (New) Heavyweight Tee - Pepper

★★★★★ 12558 Reviews (New) Heavyweight Tee - Jet Black \$95 \$25

★★★★★ 12559 Reviews (New) Heavyweight Tee - Pepper \$95 \$25

3/5/26 - Tees \$35 Strikethrough Price; \$25 "Sale" Price



T-Shirts



★★★★★ 12600 Reviews (New) Heavyweight Tee - Jet Black \$95 \$25



★★★★★ 12600 Reviews (New) Heavyweight Tee - Pepper \$95 \$25



★★★★★ 12600 Reviews (New) Heavyweight Tee - Sand \$95 \$25



★★★★★ 12600 Reviews (New) Heavyweight Tee - White \$95 \$25

3/23/26 - Tees \$35 Strikethrough Price; \$25 "Sale" Price



Hoodies

(New) Core Hoodie - Black
★★★★★ 5452 Reviews
Regular price \$98 Sale price \$55
[View](#)

(New) Core Hoodie - Cilantro
★★★★★ 5452 Reviews
Regular price \$98 Sale price \$55
[View](#)

10/15/25 - Hoodies \$98 Strikethrough Price; \$55 "Sale" Price



Hoodies



★★★★★ (New) Heavyweight Hoodie - Black \$98 \$55



★★★★★ (New) Heavyweight Hoodie - Cilantro \$98 \$55

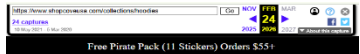


★★★★★ (New) Heavyweight Hoodie - Gray \$98 \$55



★★★★★ (New) Heavyweight Hoodie - Sand \$98 \$55

11/8/25 - Hoodies \$98 Strikethrough Price; \$34 "Sale" Price



Hoodies



★★★★★ (New) Weighted Hoodie - Black \$98 \$35



★★★★★ (New) Weighted Hoodie - Gray \$98 \$35



★★★★★ (New) Weighted Hoodie - Cilantro \$98 \$35



★★★★★ (New) Weighted Hoodie - Sand \$98 \$35

2/24/26 - Hoodies \$98 Strikethrough Price; \$35 "Sale" Price



Hoodies



★★★★★ 5588 Reviews (New) Weighted Hoodie - Black \$98 \$35



★★★★★ 5588 Reviews (New) Weighted Hoodie - Gray \$98 \$35



★★★★★ 5588 Reviews (New) Weighted Hoodie - Cilantro \$98 \$35



★★★★★ 5588 Reviews (New) Weighted Hoodie - Sand \$98 \$35

3/23/26 - Hoodies \$98 Strikethrough Price; \$34 "Sale" Price

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

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

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

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

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

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

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

20 50. Defendant’s Products are consistently available for less than the
21 purported regular prices, and customers did not have to pay the purported regular
22 prices amount to purchase those items.

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

25 52. Further, Defendant’s purported discounts are not limited in time or
26 expiring soon. Quite the opposite, they are consistently available.

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1 **B. DEFENDANT’S REGULAR PRICES WERE NOT THE**
2 **PREVAILING PRICES**

3 53. The Products are primarily sold through Defendant’s branded Website.

4 54. Indeed, if consumers are searching for a Product, they will go to
5 Defendant’s Website. For example, if a consumer Googles “Cove Surf Company,
6 Inc.,” the first several results will be related to the Website.

7 55. Accordingly, because the Products are most commonly sold on
8 Defendant’s website, they are most commonly sold for the discounted prices
9 routinely available on Defendant’s Website.

10 56. Thus, the Products routinely and predominantly sell for prices below
11 Defendant’s purported regular prices, and the listed regular prices are not the
12 prevailing market rates.

13 **C. DEFENDANT’S ADVERTISEMENTS ARE UNFAIR,**
14 **DECEPTIVE, AND UNLAWFUL.**

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

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

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

27 60. In addition, the Federal Trade Commission’s regulations prohibit false
28 or misleading “former price comparisons,” for example, making up “an artificial,

1 inflated price ... for the purpose of enabling the subsequent offer of a large reduction”
2 off that price. 16 C.F.R. § 233.1. They also prohibit false or misleading “retail price
3 comparisons” and “comparable value comparisons,” for example, ones that falsely
4 suggest that the seller is “offer[ing] goods at prices lower than those being charged
5 by others for the same merchandise” when this is not true. 16 C.F.R. § 233.1.

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

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

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

20 63. Based on Defendant's advertisements, reasonable consumers would
21 expect that the advertised regular prices reflect the prices at which Defendant
22 ordinarily and customarily sells its Products—that is, the former prices at which the
23 Products were sold before the introduction of the time-limited discount.

24 64. Reasonable consumers would further expect that, by purchasing during
25 the sale, they are obtaining a Product whose regular price and market value
26 correspond to the advertised reference price, and that they are receiving the
27 advertised discount from that price.
28

1 65. Moreover, consumers are more likely to purchase a Product when they
2 believe it is on sale and that they are obtaining an item of higher regular price and
3 market value at a substantial discount from what they would otherwise pay.

4 66. Consumers presented with discounted prices are substantially more
5 likely to complete a purchase. Research consistently shows that two out of three
6 shoppers actively seek discounts, special offers, or more competitively priced items
7 when making purchasing decisions.² And, “two-thirds of consumers have made a
8 purchase they weren’t originally planning to make solely based on finding a coupon
9 or discount,” while “80% [of consumers] said they feel encouraged to make a first-
10 time purchase with a brand that is new to them if they found an offer or discount.”³

11 67. The effect is compounded when consumers believe a discounted price
12 is available only for a limited time. Research has found that limited-time notices
13 create a sense of urgency and heighten the perceived desirability of a product, leading
14 to increased purchase intention.⁴ Limited-time discounts impose a deadline on a sale
15 or deal, forcing consumers to decide under time pressure, accelerating their purchase
16 decision-making, and increasing purchase likelihood.⁵ Indeed, when consumers are
17 exposed to time-sensitive offers, they tend to perceive those offers as more valuable
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19
20 ² *Consumer Behavior Trends: 40 Stats for Retail Success (2026)* available at
<https://www.intelligence-node.com/blog/consumer-behavior-buying-trends-2024/>

21 ³ *E.g., RetailMeNot Survey: Deals and Promotional Offers Drive Incremental*
22 *Purchases Online, Especially Among Millennial Buyers,*
23 <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>

24 ⁴ Broeder et al., *Limited-time scarcity and competitive arousal in E-commerce. The*
25 *International Review of Retail, Distribution and Consumer Research*, 32(5), 549–
567 (2022). available at <https://doi.org/10.1080/09593969.2022.2098360>

26 ⁵ Tiemessen et al., *The Time is Ticking: The Effect of Limited Time Discounts on*
27 *Consumers’ Buying Behavior and Experience (2023)* available at
28 <https://gunesacar.net/assets/CHI-EA-23-Time-is-Ticking-Deceptive-Countdown-Timers.pdf>

1 and credible—precisely the effect that fictitious expiration dates are designed to
2 manufacture.⁶

3 68. Defendant’s false advertising thus harms consumers in two related
4 ways. First, it induces consumers to make purchases they would not otherwise have
5 made, or would not have made when they did, by presenting fictitious discounts and
6 artificial urgency as genuine. Second, by artificially stimulating consumer demand
7 through these misrepresentations, Defendant is able to command a price premium for
8 its Products that the market would not otherwise support. The prices Plaintiff and the
9 class paid were therefore inflated by Defendant's misrepresentations—absent those
10 misrepresentations, Defendant could not have charged, and Plaintiff and the class
11 would not have paid, the prices they did.

12 **E. PLAINTIFF WAS MISLED BY DEFENDANT’S**
13 **MISREPRESENTATIONS.**

14 69. On February 26, 2026, Plaintiff purchased Chino Pants from
15 Defendant’s Website for \$45. He made this purchase while living in Los Angeles,
16 California. Defendant’s Website represented the Product had a regular price of \$98,
17 and that Plaintiff was receiving a discount of \$53.

18 70. At that time, Defendant was advertising a purportedly time-limited
19 sitewide seasonal sale such as those displayed above. Defendant also utilized fake
20 countdown timers and expiration dates such as those displayed above.

21 71. Plaintiff read and relied on Defendant's representations on the Website,
22 including that the Product was being offered at a discount from its advertised regular
23 prices and that the promotional pricing was available for a limited time only. Based
24 on those representations, Plaintiff reasonably understood that the advertised regular
25 prices reflected the prices at which the Product were ordinarily and customarily sold
26 prior to the promotion, that those regular prices represented the true market value of

27 ⁶ Suvarna et al., *The Effect of Limited-Time Discounts On Consumer Urgency and*
28 *Purchase Behavior* (2025) available at
<https://eprajournals.com/pdf/fm/jpanel/upload/2025/June/202506-01-022750>

1 the Product, that he was receiving a genuine discount from those prices, and that the
2 discounted pricing would expire at the conclusion of the limited-time promotion.
3 Plaintiff would not have purchased the Product—or would not have paid the prices
4 he paid—had he known that the Product was not genuinely discounted, that the
5 advertised regular prices were fictitious, and that the purported discount was illusory.

6 72. Plaintiff faces an imminent threat of future harm. Plaintiff would
7 purchase Products from Defendant again if he could be confident that Defendant's
8 advertised regular prices accurately reflected its genuine former prices and the true
9 market value of its Products, and that its advertised discounts and promotions were
10 truthful. However, absent injunctive relief, Plaintiff has no reliable means of
11 determining which, if any, of Defendant's advertised regular prices, discounts, and
12 promotions are accurate rather than false or deceptive. As a result, Plaintiff cannot
13 rely on Defendant's advertising in the future and is therefore unable to purchase
14 Products from Defendant that he would otherwise wish to buy.

15 **F. DEFENDANT BREACHED ITS CONTRACT.**

16 73. When Plaintiff purchased a Product as described herein, he accepted an
17 offer made by Defendant, forming a binding contract at the moment of purchase. The
18 terms of that offer included a representation that the Product had the listed regular
19 price and corresponding market value advertised on the Website, and a promise to
20 provide that Product at the discounted price advertised at the time of purchase.

21 74. By advertising specific regular prices and corresponding discounted
22 prices, Defendant represented that the value of the Product it was providing was equal
23 to the advertised regular price, and agreed to provide Plaintiff that Product at a
24 discount equal to the difference between the advertised regular price and the price
25 Plaintiff actually paid.

26 75. For example, Defendant offered to provide the Chino Pants with a
27 market value of \$98, for a discounted price of \$45 plus tax; and to provide a discount
28 of \$53.

1 76. The regular price and market value of the items Plaintiff would receive,
2 and the amount of the discount he would be provided off of the regular price of those
3 items, were specific and material terms of the contract.

4 77. Plaintiff performed his obligations under the contracts by paying for the
5 items he purchased.

6 78. Defendant breached its contracts by failing to provide Plaintiff with a
7 Product that has a regular price and market value equal to the regular price displayed,
8 and by failing to provide the discount it promised.

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

10 79. Plaintiff seeks damages and, in the alternative, restitution. Plaintiff is
11 permitted to seek equitable remedies in the alternative because he has no adequate
12 remedy at law.

13 80. A legal remedy is not adequate if it is not as certain as an equitable
14 remedy. The elements of Plaintiff's equitable claims are different and do not require
15 the same showings as Plaintiff's legal claims.

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

20 82. Plaintiff may be able to prove these more straightforward factual
21 elements, and thus prevail under the FAL, while not being able to prove one or more
22 elements of his legal claims.

23 83. As a second example, to obtain damages under the CLRA, a plaintiff
24 must show that they complied with the CLRA's notice requirement for damages. No
25 such requirements exist to obtain restitution. Because a plaintiff must make this
26 additional showing to obtain damages, rather than restitution, the legal remedies are
27 more uncertain.

28

1 **V. CLASS ALLEGATIONS.**

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

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

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

13 85. Excluded from the Classes are: (i) any Judge or Magistrate presiding
14 over this action and members of their families; (ii) Defendant, Defendant’s
15 subsidiaries, parents, successors, predecessors, and any entity in which Defendant or
16 its parents have a controlling interest and its officers and directors; (iii) persons who
17 properly execute and file a timely request for exclusion from the Class; (iv) persons
18 whose claims in this matter have been finally adjudicated on the merits or otherwise
19 released; (v) Plaintiff’s counsel and Defendant’s counsel; and (vi) the legal
20 representatives, successors, and assigns of any such excluded persons.

21 86. **Numerosity**: The exact number of members of the Classes is unknown
22 and not available to Plaintiff at this time, but individual joinder is impracticable. On
23 information and belief, Defendant has many thousands of users who fall into the
24 definition of the Classes. Members of the Classes can be identified through
25 Defendant’s records.

26 87. **Commonality and Predominance**: There are questions of law and fact
27 common to the claims of Plaintiff and the alleged Classes, and those questions
28 predominate over any questions that may affect individual members of the Classes.

1 Common questions for the members of the Classes include, but are not necessarily
2 limited to the following:

- 3 a. whether Defendant made false or misleading statements of fact in
4 its advertisements;
- 5 b. whether Defendant violated California's consumer protection
6 statutes;
- 7 c. whether Defendant committed a breach of contract;
- 8 d. whether Defendant committed a breach of an express or implied
9 warranty;
- 10 e. damages needed to reasonably compensate Plaintiff and the
11 proposed classes.

12 88. **Typicality**: Plaintiff's claims are typical of the proposed Classes. Like
13 the proposed Classes, Plaintiff purchased the Products advertised at a discount from
14 Defendant. There are no conflicts of interest between Plaintiff and the Classes.

15 89. **Adequate Representation**: Plaintiff will fairly and adequately
16 represent and protect the interests of the Classes and has retained counsel competent
17 and experienced in complex litigation and class actions. Plaintiff's claims are
18 representative of the claims of the other members of the Classes. That is, Plaintiff
19 and the members of the Classes sustained injuries and damages as a result of
20 Defendant's conduct. Plaintiff also has no interests antagonistic to those of the
21 Classes, and Defendant has no defenses unique to Plaintiff. Plaintiff and his counsel
22 are committed to vigorously prosecuting this action on behalf of the members of the
23 Classes and have the financial resources to do so. Neither Plaintiff nor his counsel
24 have any conflicts with or interests adverse to the Classes.

25 90. **Superiority**: Class proceedings are superior to all other available
26 methods for the fair and efficient adjudication of this controversy, as joinder of all
27 members of the Classes is impracticable. Individual litigation would not be preferable
28 to a class action because individual litigation would increase the delay and expense

1 to all parties due to the complex legal and factual controversies presented in this
2 Complaint as well as the risk of inconsistent adjudication. By contrast, a class action
3 presents far fewer management difficulties and provides the benefits of single
4 adjudication, economy of scale, and comprehensive supervision by a single court.
5 Through a class action, economies of time, effort, and expense will be fostered, and
6 uniformity of decisions will be ensured.

7 91. Plaintiff reserves the right to revise the foregoing “Class Allegations”
8 and “Class Definitions” based on facts learned through additional investigation and
9 in discovery.

10 **CAUSES OF ACTION**

11 **FIRST CAUSE OF ACTION**

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

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

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

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

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

19 94. Defendant has violated Sections 17500 and 17501 of the Business and
20 Professions Code.

21 95. Defendant has violated, and continues to violate, Section 17500 of the
22 Business and Professions Code by disseminating untrue and misleading
23 advertisements to Plaintiff and subclass members.

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

1 97. The prices advertised by Defendant are not Defendant's "regular"
2 prices. In fact, those prices are never Defendant's regular prices (i.e., the price you
3 usually have to pay to get the product in question), because there is always a heavily-
4 advertised promotion ongoing entitling consumers to a discount. Moreover, for the
5 same reasons, those prices were not the former prices of the Products. Accordingly,
6 Defendant's statements about the former prices of its Products, and its statements
7 about its discounts from those former prices, were untrue and misleading. In addition,
8 Defendant's statements that its discounts are "limited time" and only "valid" for a
9 certain time period are false and misleading too.

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

20 99. Defendant's misrepresentations were intended to induce reliance, and
21 Plaintiff saw, read, and reasonably relied on the statements when purchasing
22 Products. Defendant's misrepresentations were a substantial factor in Plaintiff's
23 purchase decision.

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

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

1 102. Plaintiff 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 truth, and/or (b) they overpaid for the Products because the Products
4 were sold at a price premium due to the misrepresentation.

5 **SECOND CAUSE OF ACTION**

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

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

11 104. Plaintiff brings this claim individually and on behalf of the members of
12 the California Subclass.

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

15 106. Plaintiff and the subclass are “consumers,” as the term is defined by
16 California Civil Code § 1761(d).

17 107. The conduct alleged in this Complaint constitutes unfair methods of
18 competition and unfair and deceptive acts and practices for the purpose of the CLRA,
19 and the conduct was undertaken by Defendant in transactions intended to result in,
20 and which did result in, the sale of goods to consumers.

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

25 109. Defendant violated, and continues to violate, section 1770 of the
26 California Civil Code.

27 110. Defendant violated, and continues to violate, section 1770(a)(5) of the
28 California Civil Code by representing that Products offered for sale have

1 characteristics or benefits that they do not have. Defendant represents that the value
2 of its Products is greater than it actually is by advertising inflated regular prices and
3 fake discounts for Products.

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

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

16 113. Defendant’s representations were likely to deceive, and did deceive,
17 Plaintiff and reasonable consumers. Defendant knew, or should have known through
18 the exercise of reasonable care, that these statements were inaccurate and misleading.

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

22 115. Defendant’s misrepresentations were a substantial factor and proximate
23 cause in causing damages and losses to Plaintiff and the subclass.

24 116. Plaintiff and the subclass were injured as a direct and proximate result
25 of Defendant’s conduct because (a) they would not have purchased Products if they
26 had known the discounts and/or regular prices were not real, (b) they overpaid for the
27 Products because the Products were sold at a price premium due to the
28

1 misrepresentation, and/or (c) they received products with market values lower than
2 the promised market values.

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

5 118. CLRA § 1782 NOTICE. On March 31, 2026, a CLRA demand letter
6 was sent to Defendant’s registered agent via certified mail (return receipt requested),
7 that provided notice of Defendant’s violations of the CLRA and demanded that
8 Defendant correct the unlawful, unfair, false and/or deceptive practices alleged here.
9 If Defendant does not fully correct the problem for Plaintiff and for each member of
10 the California Subclass within 30 days of receipt, Plaintiff and the California
11 Subclass will seek all monetary relief allowed under the CLRA.

12 119. A CLRA venue declaration is attached.

13 **THIRD CAUSE OF ACTION**

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

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

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

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

24 123. Defendant engaged in unlawful conduct by violating the CLRA and
25 FAL, as alleged above and incorporated here. In addition, Defendant engaged in
26 unlawful conduct by violating the FTC Act. The FTC Act prohibits “unfair or
27 deceptive acts or practices in or affecting commerce” and prohibits the dissemination
28 of false advertisements. 15 U.S.C. § 45(a)(1), 15 U.S.C. § 52(a). As the FTC’s

1 regulations make clear, Defendant’s false pricing schemes violate the FTC Act. 16
2 C.F.R. § 233.1, § 233.2.

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

7 125. Defendant’s representations were misleading to Plaintiff and other
8 reasonable consumers.

9 126. Plaintiff relied upon Defendant’s misleading representations and
10 omissions, as detailed above.

11 127. As alleged in detail above, Defendant committed “unfair” acts by falsely
12 advertising that its Products were on sale, that the sale was limited in time, that the
13 Products had a specific regular price, and that the customers were receiving
14 discounts.

15 128. Defendant violated established public policy by violating the CLRA, the
16 FAL, and the FTC Act, as alleged above and incorporated here. The unfairness of
17 this practice is tethered to a legislatively declared policy (that of the CLRA, the FAL,
18 and the FTC Act).

19 129. The harm to Plaintiff and the subclass greatly outweighs the public
20 utility of Defendant’s conduct. There is no public utility to misrepresenting the price
21 of a consumer product. This injury was not outweighed by any countervailing
22 benefits to consumers or competition. Misleading consumer products only injure
23 healthy competition and harm consumers.

24 130. Plaintiff and the subclass could not have reasonably avoided this injury.
25 As alleged above, Defendant’s representations were deceptive to reasonable
26 consumers like Plaintiff.

27 131. Defendant’s conduct, as alleged above, was immoral, unethical,
28 oppressive, unscrupulous, and substantially injurious to consumers.

1 132. For all prongs, Defendant’s representations were intended to induce
2 reliance, and Plaintiff saw, read, and reasonably relied on them when purchasing
3 Products. Defendant’s representations were a substantial factor in Plaintiff’s
4 purchase decision.

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

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

10 135. Plaintiff and the subclass were injured as a direct and proximate result
11 of Defendant’s conduct because (a) they would not have purchased the Products if
12 they had known that they were not discounted, and/or (b) they overpaid for the
13 Products because the Products were sold at the regular price and not at a discount.

14 **FOURTH CAUSE OF ACTION**

15 **BREACH OF CONTRACT**
16 **(On Behalf of Plaintiff & the Nationwide Class)**

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

19 137. Plaintiff brings this claim individually and on behalf of the members of
20 the Nationwide Class against Defendant. In the alternative, Plaintiff brings this cause
21 of action on behalf of himself and the California Subclass.

22 138. Plaintiff and class members entered into contracts with Defendant when
23 they placed orders to purchase Products on Defendant’s Website.

24 139. The contracts provided that Plaintiff and class members would pay
25 Defendant for the Products purchased.

26 140. The contracts further required that Defendant provides Plaintiff and
27 class members with Products that have a market value equal to the regular prices
28 displayed on the website. They also required that Defendant provide Plaintiff and

1 class members with a discount equal to the difference between the price paid, and the
2 regular prices advertised. These were specific and material terms of the contract.

3 141. The specific discounts were a specific and material term of each
4 contract.

5 142. Plaintiff and class members paid Defendant for the Products they
6 purchased, and satisfied all other conditions of their contracts.

7 143. Defendant breached its contracts with Plaintiff and class members by
8 failing to provide Products that had a “regular” price, former price, and/or prevailing
9 market value equal to the regular price displayed on its website, and by failing to
10 provide the promised discount. Defendant did not provide the discount that it had
11 promised.

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

15 **FIFTH CAUSE OF ACTION**

16 **BREACH OF EXPRESS WARRANTY**

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

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

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

22 147. Defendant, as the manufacturer, marketer, distributor, supplier, and/or
23 seller of the Products, issued material, written warranties by advertising that the
24 Products had a prevailing market value equal to the regular price displayed on
25 Defendant’s website. This was an affirmation of fact about the Products (i.e., a
26 representation about the market value) and a promise relating to the goods.
27
28

1 148. This warranty was part of the basis of the bargain and Plaintiff and
2 members of the subclass relied on this warranty. In fact, the Product's stated market
3 value was not the prevailing market value. Thus, the warranty was breached.

4 149. Plaintiff provided Defendant with notice of this breach of warranty, by
5 mailing a notice letter to Defendant on March 31, 2026.

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

11 **SIXTH CAUSE OF ACTION**

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

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

16 152. Plaintiff brings this cause of action on behalf of himself and members
17 of the California Subclass.

18 153. As described in greater detail above, Defendant impliedly warranted that
19 the Products had a market value equal to the regular price displayed on Defendant's
20 website.

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

23 155. In fact, the Products did not have a market value equal to the regular
24 price displayed. Thus, the warranty was breached. Plaintiff provided Defendant with
25 notice of this breach of warranty, by mailing a notice letter to Defendant, on March
26 31, 2026.

27 156. Plaintiff and the subclass were injured as a direct and proximate result
28 of Defendant's breach, and this breach was a substantial factor in causing harm,

1 because (a) they would not have purchased Products if they had known the truth, or
2 (b) they overpaid for the Products because the Products were sold at a price premium
3 due to the warranty.

4 **SEVENTH CAUSE OF ACTION**

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

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

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

12 159. As alleged in detail above, Defendant's false and misleading advertising
13 caused Plaintiff and the class to purchase Products and to pay a price premium for
14 these Products.

15 160. In this way, Defendant received a direct and unjust benefit, at Plaintiff's
16 expense.

17 161. Plaintiff and the class seek restitution.

18 **EIGHTH CAUSE OF ACTION**

19 **NEGLIGENT MISREPRESENTATION**
20 ***(On behalf of Plaintiff & the California Subclass)***

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

23 163. Plaintiff brings this cause of action on behalf of himself and the
24 California Subclass.

25 164. As alleged more fully above, Defendant made false representations and
26 material omissions of fact to Plaintiff and subclass members concerning the existence
27 and/or nature of the discounts and savings advertised.

28 165. These representations were false.

1 166. When Defendant made these misrepresentations, it knew or should have
2 known that they were false. Defendant had no reasonable grounds for believing that
3 these representations were true when made.

4 167. Defendant intended that Plaintiff and subclass members rely on these
5 representations and Plaintiff and subclass members read and reasonably relied on
6 them.

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

10 169. Defendant's misrepresentations were a substantial factor and proximate
11 cause in causing damages and losses to Plaintiff and subclass members.

12 170. Plaintiff and subclass members were injured as a direct and proximate
13 result of Defendant's conduct because (a) they would not have purchased Products if
14 they had known that the representations were false, and/or (b) they overpaid for the
15 Products because the Products were sold at a price premium due to the
16 misrepresentation.

17 **NINTH CAUSE OF ACTION**

18 **INTENTIONAL MISREPRESENTATION**
19 **(On behalf of Plaintiff & the California Subclass)**

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

22 172. Plaintiff brings this cause of action on behalf of himself and the
23 California Subclass.

24 173. As alleged more fully above, Defendant made false representations and
25 material omissions of fact to Plaintiff and subclass members concerning the existence
26 and/or nature of the discounts and savings advertised.

27 174. These representations were false.
28

1 175. When Defendant made these misrepresentations, it knew or should have
2 known that they were false. Defendant had no reasonable grounds for believing that
3 these representations were true when made.

4 176. Defendant intended that Plaintiff and subclass members rely on these
5 representations and Plaintiff and subclass members read and reasonably relied on
6 them.

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

10 178. Defendant's misrepresentations were a substantial factor and proximate
11 cause in causing damages and losses to Plaintiff and subclass members.

12 179. Plaintiff and subclass members were injured as a direct and proximate
13 result of Defendant's conduct because (a) they would not have purchased Products if
14 they had known that the representations were false, and/or (b) they overpaid for the
15 Products because the Products were sold at a price premium due to the
16 misrepresentation.

17 **PRAYER FOR RELIEF**

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

- 21 a. For an order certifying the Classes and naming Plaintiff as the
22 representatives of the putative Classes and Plaintiff's attorneys as
23 Class Counsel to represent the putative Class members;
- 24 b. For an order declaring that the Defendant's conduct violates the
25 statutes and laws referenced herein;
- 26 c. For an order finding in favor of Plaintiff and the Classes on all
27 counts asserted herein;
- 28

- 1 d. For damages, treble damages, and punitive damages where
- 2 applicable in an amount to be determined by the Court and/or
- 3 jury;
- 4 e. For prejudgment interest on all amounts awarded;
- 5 f. For injunctive relief, restitution, and disgorgement, as pleaded or
- 6 as the Court may deem proper;
- 7 g. For an order awarding Plaintiff and the putative Classes their
- 8 reasonable attorneys’ fees and expenses and cost of suit; and
- 9 h. Any additional relief that the Court deems reasonable and just.

JURY TRIAL DEMANDED

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

Dated: April 1, 2026

Respectfully submitted,

/s/ Victor J. Sandoval
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** Pro Hac Vice forthcoming*

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