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Case #26CV491319  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SANTA CLARA**

PEEJAY REYES, individually and on behalf  
of all others similarly situated,

Plaintiff,

v.

GOOGLE LLC, a Delaware company,

Defendant.

Case No.: 26CV491319

CLASS ACTION COMPLAINT FOR:

1. Violations of the Unfair Competition Law, Cal. Bus. & Prof. Code §§17200, et seq.; and
2. Violations of the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, et seq.

JURY TRIAL DEMANDED

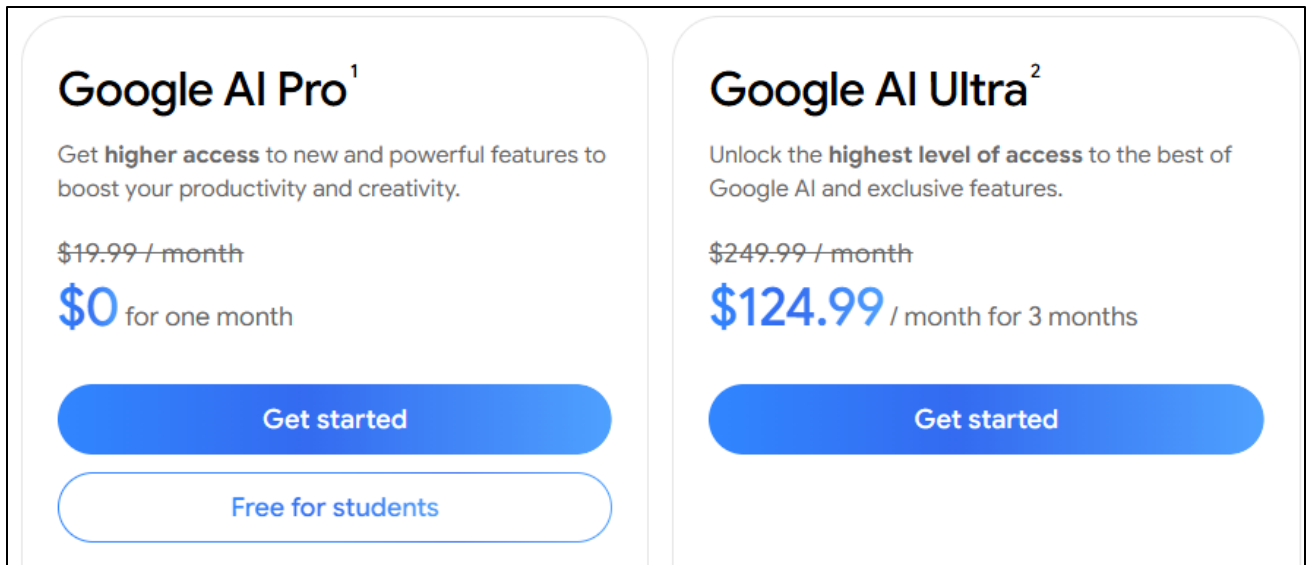
1 Plaintiff Peejay Reyes (“Plaintiff”) brings this action against Google LLC (referred to herein  
2 as “Defendant” and/or “Google”), individually and on behalf of all others similarly situated, and  
3 alleges upon personal knowledge as to Plaintiff’s acts and experiences, and, as to all other matters,  
4 upon information and belief, including investigation conducted by Plaintiff’s attorneys.

5 **NATURE OF THE ACTION**

6 1. Discounts benefit both sellers and their customers when they are legitimate discounts.  
7 However, advertising illusory or “fake” sales through false former pricing is deceptive and unlawful.

8 2. This consumer protection action seeks to remedy Defendant’s unlawful and deceptive  
9 business practices in connection with misleading introductory sale promotions of Defendant’s  
10 Artificial Intelligence (“AI”) Google AI Pro and Google AI Ultra products advertised on  
11 Defendant’s website, <https://gemini.google/us/subscriptions>, as limited-time or discounted  
12 introductory offers that, in reality, are perpetual.<sup>1</sup>

13 3. Defendant advertises its “Gemini” AI subscription products—**Google AI Pro** and  
14 **Google AI Ultra**—using strikethrough “regular” prices intended to convey that consumers are  
15 receiving genuine price reductions. *See also Exhibit 1*, attached hereto.



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25 4. In reality, Defendant’s Gemini subscription products are always offered with a free or  
26 discounted introductory period. Defendant thus markets these Products as if they are on sale, when  
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28 <sup>1</sup> The Google AI Pro and Google AI Ultra products are referred to collectively as the “Products.”

1 in fact they are perpetually discounted and never sold at the advertised reference price at the time  
2 of initial purchase.

3 5. California law prohibits former-price advertising unless the advertised “regular” price  
4 was the bona fide, prevailing market price within the relevant statutory period. The focus is on  
5 whether the former price was genuine—not whether consumers may eventually pay a higher price  
6 at some later time.

7 6. Defendant advertises Google AI Ultra with a strikethrough “regular” price of \$249.99  
8 per month, yet the Product has never been sold at that price when consumers initially subscribe,  
9 because it is always offered at a discounted rate (e.g., \$124.99 per month for multiple months).

10 7. Similarly, Defendant advertises Google AI Pro with a strikethrough “regular” price of  
11 \$19.99 per month, yet the Product has never been sold at that price at the point of purchase, because  
12 it is always offered with a free or discounted introductory period.

13 8. By presenting these subscriptions as discounted from purported regular prices that are  
14 not bona fide, Defendant falsely conveys to reasonable consumers that they are receiving a  
15 temporary price reduction or special deal, when no such genuine discount exists.

16 9. To the detriment of consumers, as explained by the Ninth Circuit, sellers like  
17 Defendant are “well aware of consumers’ susceptibility to a bargain, [and] therefore have an  
18 incentive to lie to their customers.” *Hinojos v. Kohl’s Corp.*, 718 F.3d 1098, 1101 (9th Cir. 2013).

19 10. Advertised “sale” prices are important to consumers as they are more likely to  
20 purchase an item if they think they are getting a good deal. Moreover, if consumers think a sale will  
21 end soon, they more are likely to buy now, rather than wait, comparison shop, and/or buy a different  
22 product.

23 11. False reference pricing occurs when a seller fabricates a false “original” price for a  
24 product and then offers that product at a substantially lower price under the guise of a sale. The  
25 resulting artificial price disparity misleads consumers into believing the product they are buying has  
26 a higher market value, and it induces them into purchasing the product. This practice artificially  
27 inflates the true market price for these products by raising consumers’ internal reference price and  
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1 in turn the value consumers ascribe to these products (i.e., demand). Consequently, false reference  
2 pricing schemes enable retailers, like Defendant, to sell products above their true market price and  
3 value—and consumers are left to pay the price.

4 12. Consumers that are presented with discounts are substantially more likely to make the  
5 purchase. For example, “two-thirds of consumers have made a purchase they weren’t originally  
6 planning to make solely based on finding a coupon or discount,” while “80% [of consumers] said  
7 they feel encouraged to make a first-time purchase with a brand that is new to them if they found an  
8 offer or discount.”<sup>2</sup>

9 13. As the Federal Trade Commission advises in its *Guides Against Deceptive Pricing*, it  
10 is deceptive to make up an “artificial, inflated price ... for the purpose of enabling the subsequent  
11 offer of a large reduction” of that price. 16 C.F.R. § 233.1. As a result, false sales violate California’s  
12 general prohibition on unfair and deceptive business practices. See Cal. Bus. Prof. Code § 17200.

13 14. Additionally, California law provides that “No price shall be advertised as a former  
14 price unless the alleged former price was the prevailing market price ... within three months next  
15 immediately preceding” the advertising. Cal. Bus. & Prof. Code § 17501.

16 15. Through its false and misleading pricing scheme, marketing, and advertising,  
17 Defendant violated, and continues to violate, California’s Unfair Competition Law (“UCL”), Cal.  
18 Bus. & Prof. Code §§ 17200, *et seq* and California Consumers Legal Remedies Act (“CLRA”), Cal.  
19 Civ. Code §§ 1750, *et seq*.

20 16. Plaintiff brings this action individually and on behalf of other similarly situated  
21 consumers who have purchased one or more products through its website and application that were  
22 deceptively represented as discounted from a false reference price. Plaintiff seeks to halt the  
23 dissemination of this deceptive pricing scheme and to obtain redress for those who have purchased  
24 products as a result of its sales offered at a false discount.

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27 <sup>2</sup> RetailMeNot Survey: *Deals and Promotional Offers Drive Incremental Purchases Online,*  
28 *Especially Among Millennial Buyers*, prnewswire.com (Apr. 25, 2018),  
<https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html>.

1 **JURISDICTION AND VENUE**

2 17. This Court has jurisdiction pursuant to Article VI, Section 10 of the California  
3 Constitution and California Code of Civil Procedure § 410.10.

4 18. This Court has personal jurisdiction over Defendant because Defendant conducts and  
5 transacts business in the State of California, contracts to supply goods within the State of California,  
6 and supplies goods and services within the State of California. Defendant’s principal place of  
7 business is in California and subject to jurisdiction in this State.

8 19. Venue is proper in this county pursuant to Cal. Civ Code. § 1780(c) because  
9 Defendant is domiciled in this county and is also doing business in this county as the Products are  
10 offered for sale in this county.

11 **PARTIES**

12 20. Plaintiff is an individual consumer who, at all times relevant to this action, was a  
13 citizen of and resided in California.

14 21. Defendant’s principal place of business is Mountain View, California. Defendant was  
15 formed in Delaware.

16 22. Defendant markets, advertises and distributes the Products throughout the United  
17 States, including in California. Defendant marketed and sold its Products during the proposed class  
18 period. The planning and execution of the advertising, marketing, pricing, and/or business  
19 operations concerning the Products at issue were carried out by Defendant.

20 **FACTUAL ALLEGATIONS**

21 **A. Google’s False Reference Pricing**

22 23. Defendant engages in a false and misleading reference price scheme in the marketing  
23 and selling of its Google AI Pro and Google AI Ultra products offered on its website and application.  
24 Defendant advertises the Google AI Pro and Google AI Ultra products for sale by listing them with  
25 a fictitious regular price and a corresponding sale price. The regular price communicates “the  
26 product’s worth and the prestige that ownership of the product conveys.” *Hinojos*, 718 F.3d at 1106  
27 (citing Dhruv Grewal & Larry D. Compeau, *Comparative Price Advertising: Informative or*  
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1 *Deceptive?*, 11 J. PUB. POL'Y & MKTG. 52, 55 (Spring 1992) (“By creating an impression of savings,  
2 the presence of a higher reference price enhances subjects’ perceived value and willingness to buy  
3 the product.”). “Misinformation about a product’s ‘normal’ price is . . . significant to many  
4 consumers in the same way as a false product label would be.” *Hinojos*, 718 F.3d at 1106.

5 24. Defendant advertises a seemingly regular price (the false reference price) with a  
6 “strikethrough,” which tells customers that Defendant previously offered the Google AI Pro and  
7 Google AI Ultra products at the strikethrough price for first time buyers. However, the Google AI  
8 Pro and Google AI Ultra products are never sold at the strikethrough price to new users because the  
9 Products are perpetually on sale.

10 25. For example, on May 22, 2025, the Google AI Pro product was listed as having a  
11 strikethrough price of \$19.99 per month and on sale for \$0 for one month, and the Google AI Ultra  
12 product was listed as having a strikethrough price of \$249.99 per month and on sale for \$124.99 per  
13 month for three months.

14 26. On November 1, 2025, the Google AI Pro product was listed as having a strikethrough  
15 price of \$19.99 per month and on sale for \$0 for one month, and the Google AI Ultra product was  
16 listed as having a strikethrough price of \$249.99 per month and on sale for \$124.99 per month for  
17 three months.

18 27. On November 5, 2025, the Google AI Pro product was listed as having a strikethrough  
19 price of \$19.99 per month and on sale for \$0 for one month, and the Google AI Ultra product was  
20 listed as having a strikethrough price of \$249.99 per month and on sale for \$124.99 per month for  
21 three months.

22 28. On December 11, 2025, the Google AI Pro product was listed as having a  
23 strikethrough price of \$19.99 per month and on sale for \$0 for one month, and the Google AI Ultra  
24 product was listed as having a strikethrough price of \$249.99 per month and on sale for \$124.99 per  
25 month for three months.

26 29. On December 18, 2025, the Google AI Pro product was listed as having a  
27 strikethrough price of \$19.99 per month and on sale for \$0 for one month, and the Google AI Ultra  
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1 product was listed as having a strikethrough price of \$249.99 per month and on sale for \$124.99 per  
2 month for three months.

3 30. In sum, the advertised discounts were fictitious because the reference prices did not  
4 represent a bona fide price at which Defendant previously sold or offered to sell the products, on a  
5 regular basis, for a commercially reasonable period of time, as required by the Federal Trade  
6 Commission (“FTC”).

7 31. In addition, the represented advertised reference prices were not the prevailing market  
8 retail price within the three months (90 days) immediately preceding the publication of the  
9 advertised former reference price, as required by California law.

10 **B. Google’s Competitors Do Not Use Deceptive Pricing**

11 32. Google’s competitors do not use a deceptive pricing scheme.

12 33. Microsoft’s Chat GPT uses straight forward non-deceptive pricing:

13 ChatGPT

14 **Pricing**

15 See pricing for our individual, business, and enterprise plans.

18 <b>Free</b> Intelligence for everyday tasks  19 <b>\$0</b> / month 20 <a href="#">Get Free ↗</a>	21 <b>Plus</b> More access to advanced intelligence  22 <b>\$20</b> / month 23 <a href="#">Get Plus ↗</a>	24 <b>Pro</b> Full access to the best of ChatGPT  25 <b>\$200</b> / month 26 <a href="#">Get Pro ↗</a>
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27 34. Perplexity does not use false reference pricing:  
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perplexity **pro**

Perplexity Pro unlocks more ways to learn and get work done. Upgrade your productivity and learning with unlimited Research, unlimited file uploads, exclusive Pro Perks and more.

Plan	Price	Features	Action
Pro	\$20.00 / month	Upgrade productivity and learning with additional access.	Get Pro
Max	\$200.00 / month	Unlock Perplexity's full capabilities with early access to new products.	Get Max

35. X' SuperGrok AI products do not use deceptive former pricing:

**SuperGrok**

Introducing Grok 4.1  
The most powerful AI model

Individual Business

Plan	Price	Action
SuperGrok	\$30.00 USD/month	Upgrade to SuperGrok
SuperGrok Heavy	\$300.00 USD/month	Upgrade to Heavy

1           **C. Plaintiff’s Purchase**

2           36. On June 20, 2025, Plaintiff purchased the Google AI Ultra product for \$124.99 per  
3 month for the first three months. At the time of purchase, Defendant advertised the Product with a  
4 struck-through “regular” price of \$249.99 per month.

5           37. By displaying a struck-through regular price next to a lower purchase price, Defendant  
6 represented to consumers that the Google AI Ultra subscription was being offered at a discount from  
7 a bona fide regular price.

8           38. After observing the struck-through regular price of \$249.99 per month and the  
9 corresponding purchase price of \$124.99 per month, Plaintiff reasonably believed that he was  
10 receiving a significant, limited-time discount on the Product. Plaintiff further believed that the  
11 discounted price would not last and that he was receiving a substantial bargain.

12           39. Relying on these representations and motivated by the perceived discount and urgency  
13 created by Defendant’s pricing representations, Plaintiff completed checkout and purchased the  
14 Google AI Ultra product.

15           40. Plaintiff reasonably relied on Defendant’s artificially inflated reference price and false  
16 discount in deciding to purchase the product. Plaintiff would not have purchased the subscription at  
17 that time, or at that price, absent Defendant’s misrepresentations regarding the existence and  
18 magnitude of the purported discount.

19           41. Plaintiff would like to continue purchasing Defendant’s Gemini Products in the future  
20 but cannot do so with confidence because Defendant’s pricing practices make it impossible for  
21 consumers to determine whether advertised discounts are genuine.

22           42. Plaintiff’s counsel’s investigation indicates that, for at least the 90-day period  
23 surrounding Plaintiff’s purchase, the Google AI Ultra subscription was continuously advertised with  
24 a struck-through reference price and a corresponding discounted price, despite not being sold at the  
25 advertised regular price during that period, in violation of California law.

1 **CLASS ACTION ALLEGATIONS**

2 43. Plaintiff brings this action as a class action on behalf of the following Classes:

3 **Nationwide Class**

4 All persons in the United States who, during the applicable statute of limitations period,  
5 purchased Defendant’s Google AI Pro or Google AI Ultra subscription for personal use  
6 at a discounted price from a strikethrough or advertised reference price on Defendant’s  
7 website or application.

7 **California Sub-Class**

8 All persons in California who, during the applicable statute of limitations period,  
9 purchased Defendant’s Google AI Pro or Google AI Ultra subscription for personal use  
10 at a discounted price from a strikethrough or advertised reference price on Defendant’s  
11 website or application.

12 44. Collectively referred to as the “Class” herein. Excluded from the Class are: (i)  
13 Defendant and its officers, directors, and employees; (ii) any person who files a valid and timely  
14 request for exclusion; (iii) judicial officers and their immediate family members and associated court  
15 staff assigned to the case; and (iv) those class members that received a full refund for their  
16 purchase(s).

17 45. Plaintiff reserves the right to amend or otherwise alter the class definition presented  
18 to the Court at the appropriate time, or to propose or eliminate subclasses, in response to facts  
19 learned through discovery, legal arguments advanced by Defendant, or otherwise.

20 46. The Class is appropriate for certification because Plaintiff can prove the elements of  
21 the claims on a classwide basis using the same evidence as would be used to prove those elements  
22 in individual actions alleging the same claims.

23 47. Numerosity: Class Members are so numerous that joinder of all members is  
24 impracticable. Plaintiff believes that there are thousands of consumers who are Class Members  
25 described above who have been damaged by Defendant’s deceptive and misleading practices.

26 48. Commonality: There is a well-defined community of interest in the common questions  
27 of law and fact affecting all Class Members. The questions of law and fact common to the Class  
28 Members which predominate over any questions which may affect individual Class Members  
include, but are not limited to:

- 1 a. Whether Defendant is responsible for the conduct alleged herein which was uniformly
- 2 directed at all consumers who purchased the Products;
- 3 b. Whether Defendant’s misconduct set forth in this Complaint demonstrates that
- 4 Defendant engaged in unfair, fraudulent, or unlawful business practices with respect
- 5 to the advertising, marketing, and sale of the Products;
- 6 c. Whether Defendant made misrepresentations concerning the Products that were likely
- 7 to deceive the public;
- 8 d. Whether Plaintiff and the Class are entitled to injunctive relief;
- 9 e. Whether Plaintiff and the Class are entitled to money damages and/or restitution under
- 10 the same causes of action as the other Class Members.

11 49. Typicality: Plaintiff is a member of the Class that Plaintiff seeks to represent.

12 Plaintiff’s claims are typical of the claims of each Class Member in that every member of the Class

13 was susceptible to the same deceptive, misleading conduct and purchased the Product. Plaintiff is

14 entitled to relief under the same causes of action as the other Class Members.

15 50. Adequacy: Plaintiff is an adequate Class representative because Plaintiff’s interests

16 do not conflict with the interests of the Class Members Plaintiff seeks to represent; the consumer

17 fraud claims are common to all other members of the Class, and Plaintiff has a strong interest in

18 vindicating the rights of the class; Plaintiff has retained counsel competent and experienced in

19 complex class action litigation and Plaintiff intends to vigorously prosecute this action. Plaintiff has

20 no interests which conflict with those of the Class. The Class Members’ interests will be fairly and

21 adequately protected by Plaintiff and proposed Class Counsel. Defendant has acted in a manner

22 generally applicable to the Class, making relief appropriate with respect to Plaintiff and the Class

23 Members. The prosecution of separate actions by individual Class Members would create a risk of

24 inconsistent and varying adjudications.

25 51. The Class is properly brought and should be maintained as a class action because a

26 class action is superior to traditional litigation of this controversy. A class action is superior to the

27 other available methods for the fair and efficient adjudication of this controversy because:

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- 1 a. The joinder of hundreds of individual Class Members is impracticable, cumbersome,  
2 unduly burdensome, and a waste of judicial and/or litigation resources;
- 3 b. The individual claims of the Class Members may be relatively modest compared with  
4 the expense of litigating the claim, thereby making it impracticable, unduly  
5 burdensome, and expensive to justify individual actions;
- 6 c. When Defendant’s liability has been adjudicated, all Class Members’ claims can be  
7 determined by the Court and administered efficiently in a manner far less burdensome  
8 and expensive than if it were attempted through filing, discovery, and trial of all  
9 individual cases;
- 10 d. This class action will promote orderly, efficient, expeditious, and appropriate  
11 adjudication and administration of Class claims;
- 12 e. Plaintiff knows of no difficulty to be encountered in the management of this action that  
13 would preclude its maintenance as a class action;
- 14 f. This class action will assure uniformity of decisions among Class Members;
- 15 g. The Class is readily definable and prosecution of this action as a class action will  
16 eliminate the possibility of repetitious litigation; and
- 17 h. Class Members’ interests in individually controlling the prosecution of separate actions  
18 is outweighed by their interest in efficient resolution by single class action;

19 52. Notice: Plaintiff and counsel anticipate that notice to the proposed Class will be  
20 effectuated through recognized, Court-approved notice dissemination methods, which may include  
21 United States mail, electronic mail, Internet postings, and/or published notice.

22 53. Additionally, or in the alternative, the Class also may be certified because Defendant  
23 has acted or refused to act on grounds generally applicable to the Class thereby making final  
24 declaratory and/or injunctive relief with respect to the members of the Class as a whole, appropriate.

25 54. Plaintiff seeks preliminary and permanent injunctive and equitable relief on behalf of  
26 the Class, on grounds generally applicable to the Class, to enjoin and prevent Defendant from  
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1 engaging in the acts described, and to require Defendant to provide full restitution to Plaintiff and  
2 the Class members.

3 55. Unless the Class is certified, Defendant will retain money that was taken from Plaintiff  
4 and Class members because of Defendant’s wrongful conduct. Unless a classwide injunction is  
5 issued, Defendant will continue to commit the violations alleged and the members of the Class and  
6 the general public will continue to be misled.

7 **First Cause of Action**

8 **Violation of Unfair Competition Law**

9 **Business & Professional Code §§ 17200, *et seq.***

10 56. Plaintiff and Class Members reallege and incorporate by reference each allegation set  
11 forth above as if fully set forth herein.

12 57. Plaintiff brings this claim individually and on behalf of members of the Class against  
13 Defendant.

14 58. Defendant is subject to the UCL, Bus. & Prof. Code § 17200 *et seq.* The UCL  
15 provides, in pertinent part: “Unfair competition shall mean and include unlawful, unfair or  
16 fraudulent business practices and unfair, deceptive, untrue or misleading advertising ....” The UCL  
17 also provides for injunctive relief and restitution for violations.

18 59. “By proscribing any unlawful business practice, § 17200 borrows violations of other  
19 laws and treats them as unlawful practices that the UCL makes independently actionable.” *Cel-Tech*  
20 *Communications, Inc. v. Los Angeles Cellular Telephone Co.*, 20 Cal. 4th 163, 180 (1999) (citations  
21 and internal quotation marks omitted).

22 60. Virtually any law or regulation—federal or state, statutory, or common law—can  
23 serve as a predicate for a UCL “unlawful” violation. *Klein v. Chevron U.S.A., Inc.*, 202 Cal. App.  
24 4th 1342, 1383 (2012).

25 61. Defendant has violated the UCL’s “unlawful prong” as a result of its violations of the  
26 CLRA and numerous state and federal laws governing pricing.

27 62. Defendant’s acts and practices alleged above constitute unlawful business acts or  
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1 practices as they have violated state and federal law in connection with their deceptive pricing  
 2 scheme. The FTCA prohibits “unfair or deceptive acts or practices in or affecting commerce” (15  
 3 U.S.C. § 45(a)(1)) and prohibits the dissemination of any false advertisements. 15 U.S.C. § 52(a).  
 4 Under the FTC, false former pricing schemes, like Defendant’s, are described as deceptive practices  
 5 that would violate the FTCA:

6 (a) One of the most commonly used forms of bargain advertising is to offer a  
 7 reduction from the advertiser’s own former price for an article. If the former priced  
 8 is the actual, bona fide price at which the article was offered to the public on a  
 9 regular basis for a reasonably substantial period of time, it provides a legitimate  
 10 basis for the advertising of a price comparison. Where the former price is genuine,  
 11 the bargain being advertised is a true one. If, on the other hand, the former price  
 12 being advertised is not bona fide but fictitious – **for example, where an artificial,  
 inflated price was established for the purpose of enabling the subsequent offer  
 of a large reduction – the “bargain” being advertised is a false one;** the  
 purchaser is not receiving the unusual value he expects. In such a case, the  
 “reduced” price is, in reality, probably just the seller’s regular price.

13 (b) A former price is not necessarily fictitious merely because no sales at the  
 14 advertised price were made. The advertiser should be especially careful, however,  
 15 in such a case, that the price is one at which the product was openly and actively  
 16 offered for sale, for a reasonably substantial period of time, in the recent, regular  
 17 course of her business, honestly and in good faith – and, of course, not for the  
 purpose of establishing a fictitious higher price on which a deceptive comparison  
 might be based.

18 16 C.F.R. § 233.1(a) and (b) (emphasis added).

19 63. In addition to federal law, California law also expressly prohibits false former pricing  
 20 schemes. The FAL, Cal. Bus. & Prof. Code § 17501, entitled “Worth or value; statements as to  
 21 former price,” states:

22 For the purpose of this article the worth or value of any thing advertised is the  
 23 prevailing market price, wholesale if the offer is at wholesale, retail if the offer is  
 24 at retail, at the time of publication of such advertisement in the locality wherein the  
 advertisement is published.

25 No price shall be advertised as a former price of any advertised thing, unless the  
 26 alleged former price was the prevailing market price as above defined within three  
 27 months next immediately preceding the publication of the advertisement or unless  
 28 the date when the alleged former price did prevail is clearly, exactly and  
 conspicuously stated in the advertisement.

1 Cal. Bus. & Prof. Code § 17501.

2 64. As detailed in Plaintiff’s Second Cause of Action below, the CLRA, Cal. Civ. Code  
3 § 1770(a)(9), prohibits a business from “[a]dvertising goods or services with intent not to sell them  
4 as advertised,” and subsection (a)(13) prohibits a business from “[m]aking false or misleading  
5 statements of fact concerning reasons for, existence of, or amounts of price reductions.”

6 65. As detailed herein, the acts and practices alleged were intended to or did result in  
7 violations of the FTCA, the FAL, and the CLRA.

8 66. Throughout the Class Period, Defendant committed acts of unfair competition, as  
9 defined by § 17200, by using unlawful and misleading statements to promote the sale of the  
10 Products, as described above.

11 67. Defendant’s misrepresentations and other conduct, described herein, violated the  
12 “unfair prong” of the UCL because the conduct is substantially injurious to consumers, offends  
13 public policy, and is immoral, unethical, oppressive, and unscrupulous, as the gravity of the conduct  
14 outweighs any alleged benefits. Defendant’s conduct is unfair in that the harm to Plaintiff and  
15 members of the Class arising from Defendant’s conduct outweighs the utility, if any, of those  
16 practices. Further, defendant’s competitors do not use deceptive pricing and Google is reaping an  
17 unfair business advantage by its deceptive conduct.

18 68. Defendant’s actions constitute “unfair” business practices because, as alleged above,  
19 Defendant engaged in misleading and deceptive price comparison advertising that represented false  
20 reference prices and corresponding deeply discounted phantom “sale” prices. Defendant’s acts and  
21 practices offended an established public policy of transparency in pricing, and constituted immoral,  
22 unethical, oppressive, and unscrupulous activities that are substantially injurious to consumers.

23 69. The harm to Plaintiff and Class members outweighs the utility of Defendant’s  
24 practices because Defendant’s practice of advertising false discounts provides no utility and only  
25 harms consumers. There were reasonably available alternatives to further Defendant’s legitimate  
26 business interests other than the misleading and deceptive conduct described herein.



1           78. Defendant disseminated, or caused to be disseminated, through its advertising,  
2 marketing, and listing for sale—that the Products were sold at a discount from a normally advertised  
3 price. Defendant’s representations violate the CLRA by:

- 4           (a) advertising goods or services with intent not to sell them as advertised; § 1770(a)(9);  
5           and  
6           (b) making false or misleading statements of fact concerning reasons for, existence of, or  
7           amounts of price reductions; § 1770(a)(13).

8           79. Defendant violated the CLRA because the Products were misleadingly priced.  
9 Defendant knew or should have known that its Products were not truly on sale and was misleadingly  
10 priced.

11           80. Defendant’s actions as described herein were done with conscious disregard of  
12 Plaintiff’s rights and were wanton and malicious.

13           81. Defendant’s wrongful business practices constituted, and constitute, a continuing  
14 course of conduct in violation of the CLRA since Defendant is still representing that its Products  
15 have characteristics which they do not have.

16           82. Pursuant to Civil Code section 1782(d), Plaintiff and members of the Class seek an  
17 order enjoining Defendant from engaging in the methods, acts, and practices alleged herein.

18           83. Pursuant to Civil Code section 1782, Plaintiff notified Defendant in writing by  
19 certified mail of the alleged violations of the CLRA and demanded that Defendant rectify the  
20 problems associated with the actions detailed above and give notice to all affected consumers of its  
21 intent to so act. Defendant has failed to rectify or agree to rectify the problems associated with the  
22 actions detailed herein and give notice to all affected consumers within 30 days of the date of written  
23 notice pursuant to § 1782 of the CLRA. Thus, Plaintiff seeks actual, punitive, and statutory  
24 damages, as appropriate.

**REQUEST FOR RELIEF**

1  
2 Plaintiff, individually, and on behalf of all others similarly situated, request for relief as  
3 follows:

4 84. Declaring that this action is a proper class action, certifying the Class as requested  
5 herein, designating Plaintiff as the Class Representative and appointing the undersigned counsel as  
6 Class Counsel;

7 85. Ordering restitution and disgorgement of all profits and unjust enrichment that  
8 Defendant obtained from Plaintiff and the Class members as a result of Defendant’s unlawful,  
9 unfair, and fraudulent business practices;

10 86. Ordering injunctive relief as permitted by law or equity, including enjoining  
11 Defendant from continuing the unlawful practices as set forth herein, and ordering Defendant to  
12 engage in a corrective advertising campaign;

13 87. Ordering damages for Plaintiff and the Class;

14 88. Ordering Defendant to pay attorneys’ fees and litigation costs to Plaintiff and the other  
15 members of the Class;

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

18 90. Ordering such other and further relief as may be just and proper.

**JURY DEMAND**

19  
20 91. Plaintiff demands a trial by jury of all triable claims in this complaint.

21 Dated: April 7, 2026

CROSNER LEGAL, P.C.

By: /s/ Craig W. Straub

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