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5 *Counsel for Plaintiff & Proposed Classes*

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

9 RAYMOND TAYLOR, *individually*  
10 *and on behalf of all others similarly*  
11 *situated,*

12 Plaintiff,

13 vs.

14 IROBOT CORPORATION,

15 Defendant.  
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Case No. 26-cv-6018

**CLASS ACTION COMPLAINT**

1. VIOLATION OF CALIFORNIA’S FALSE ADVERTISING LAW, BUS. & PROF. CODE §§ 17500 & 17501 *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
10. FRAUD

**DEMAND FOR JURY TRIAL**

1 Plaintiff Raymond Taylor (“Plaintiff”) individually and on behalf of all others  
2 similarly situated, brings this class action lawsuit against iRobot Corporation  
3 (“iRobot” or “Defendant”) and alleges, upon personal knowledge as to their own  
4 actions and their counsel’s investigation and upon information and good-faith belief  
5 as to all other matters, as follows:

6 **I. INTRODUCTION**

7 1. iRobot sells and markets “Roomba” vacuums and cleaning appliances  
8 (the “Products”) through the Roomba brand and on its website www.irobot.com (the  
9 “Website”) and third-party websites.

10 2. iRobot consistently advertises the Products on sale for purchase at a  
11 discounted price. In truth, the “sales” are perpetual, i.e. the Products are always sold  
12 at a purportedly discounted price, and never at the original reference prices.

13 3. Through this false and deceptive marketing, advertising, and pricing  
14 scheme, Defendant has violated California law, which expressly prohibits falsely  
15 advertising goods on “sale” from fictitious former prices.

16 4. The regular prices Defendant advertises are not actually Defendant’s  
17 regular prices because the Products are consistently available for less than that. The  
18 purported discounts Defendant advertises are not the true discounts the customer is  
19 receiving and are often not discounts at all.

20 5. Accordingly, Plaintiff brings this case individually and on behalf of the  
21 other customers who purchased Defendant’s Products.

22 **II. PARTIES**

23 6. Plaintiff Raymond Taylor is, and was at all relevant times, domiciled in  
24 California. On December 4, 2025, Plaintiff purchased a “Roomba 105 Vac Robot +  
25 AutoEmpty Dock” that was marketed with a reference price of \$449.99 but with a  
26 discounted sale price as a “limited time offer.” Plaintiff viewed and reasonably relied  
27 on Defendant’s false advertisements about supposed discounts and limited-time  
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1 sales, and would not have purchased the item or would have paid less for the item  
2 had they known about the deceptive advertising.

3 7. Defendant iRobot Corporation is a Delaware corporation headquartered  
4 in Bedford, Massachusetts.

5 **III. JURISDICTION AND VENUE**

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

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

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

21 **IV. FACTUAL ALLEGATIONS**

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

23 11. Defendant manufactures, distributes, markets, and sells the Products.

24 12. Defendant creates the false impression that its Products’ regular prices  
25 are higher than they truly are.

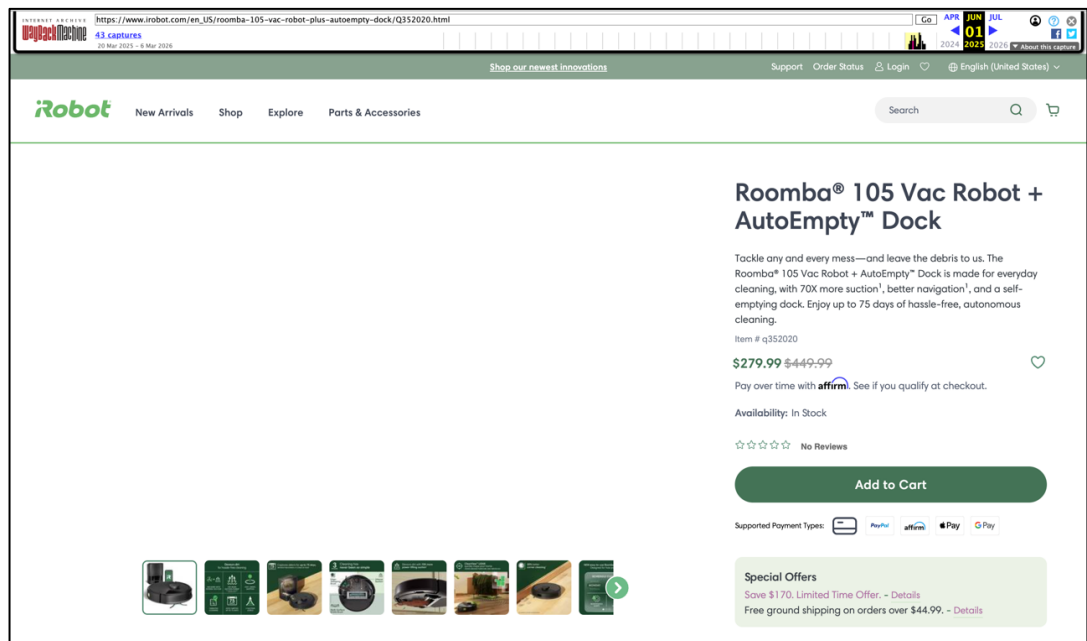
26 13. On the Website, Defendant consistently promotes its Products as being  
27 offered at steep discounts from advertised “regular” prices.

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1 14. Defendant employs strike-through pricing: next to the supposed sale  
2 price at a discount, the original, higher price—known as the “reference price”—is  
3 shown but is struck through with a line (e.g., \$449.99).

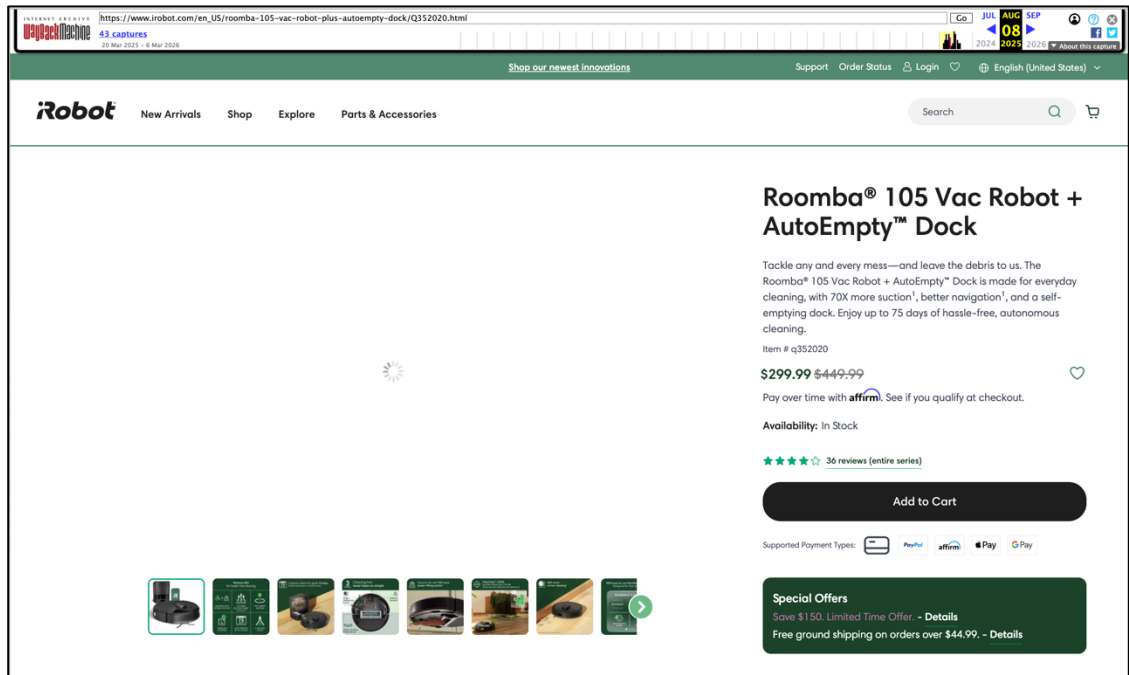
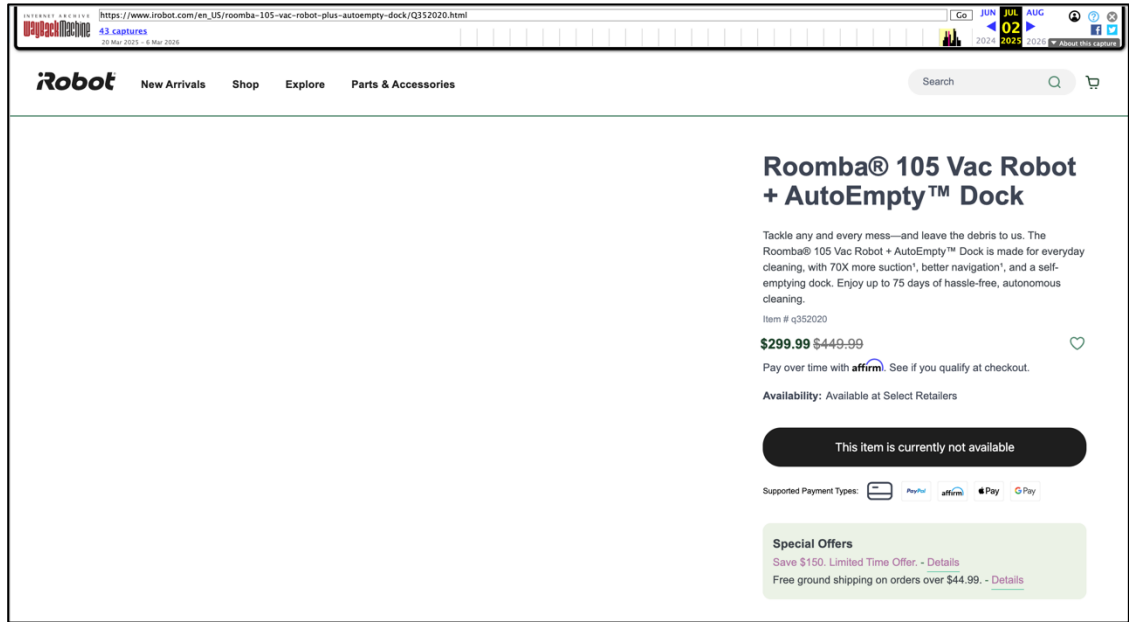
4 15. Defendant also uses language such as “Special Offers” and states how  
5 much customers supposedly “Save” when they purchase a “Limited Time Offer.”  
6 And in some instances, the Company advertises that customers are supposedly  
7 receiving “Early Black Friday” or “Holiday Savings,” even when the same discounts  
8 existed before and after the holidays. These cues are designed to create a false sense  
9 of urgency and pressure consumers to purchase before the supposed sale ends or  
10 inventory runs out.

11 16. Defendant thus intentionally creates the false and misleading impression  
12 that its Products are normally sold at a higher price, but are available for a discount  
13 for a limited time only. For instance, the Roomba® 105 Vac Robot + AutoEmpty™  
14 Dock, which Plaintiff purchased, has been advertised consistently with a “Limited  
15 Time Offer” on discount from the struck-through reference price of \$449.99, as  
16 illustrated by the following Internet Archive screenshots from June 2025 through the  
17 present:



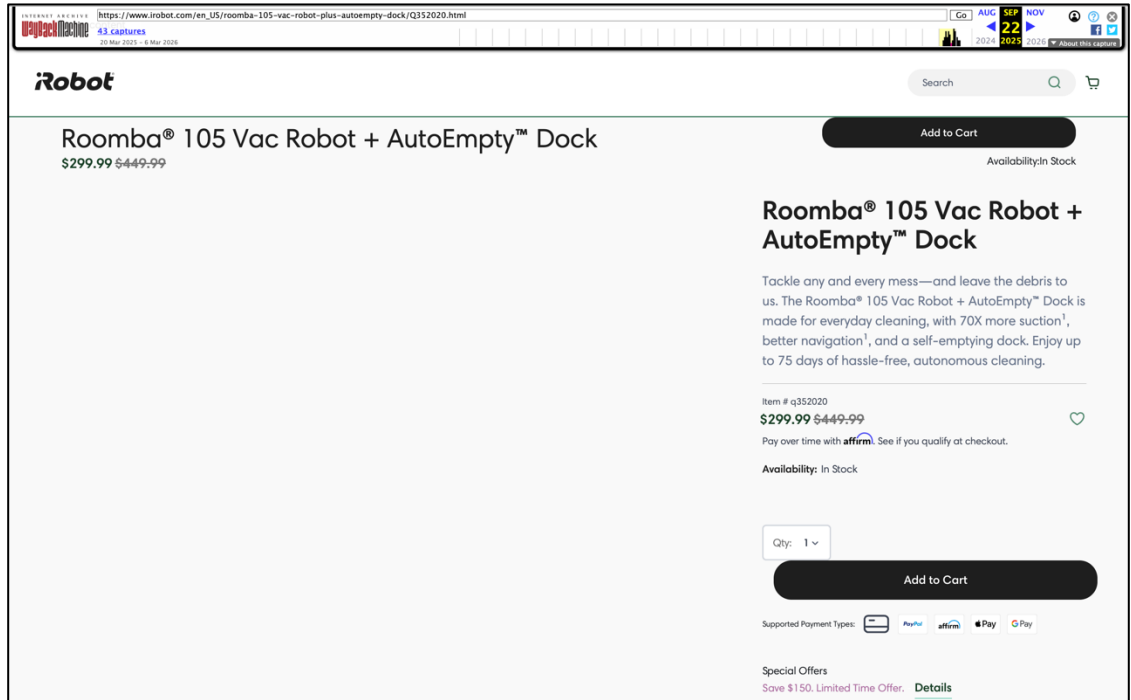
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28 *June 1, 2025*

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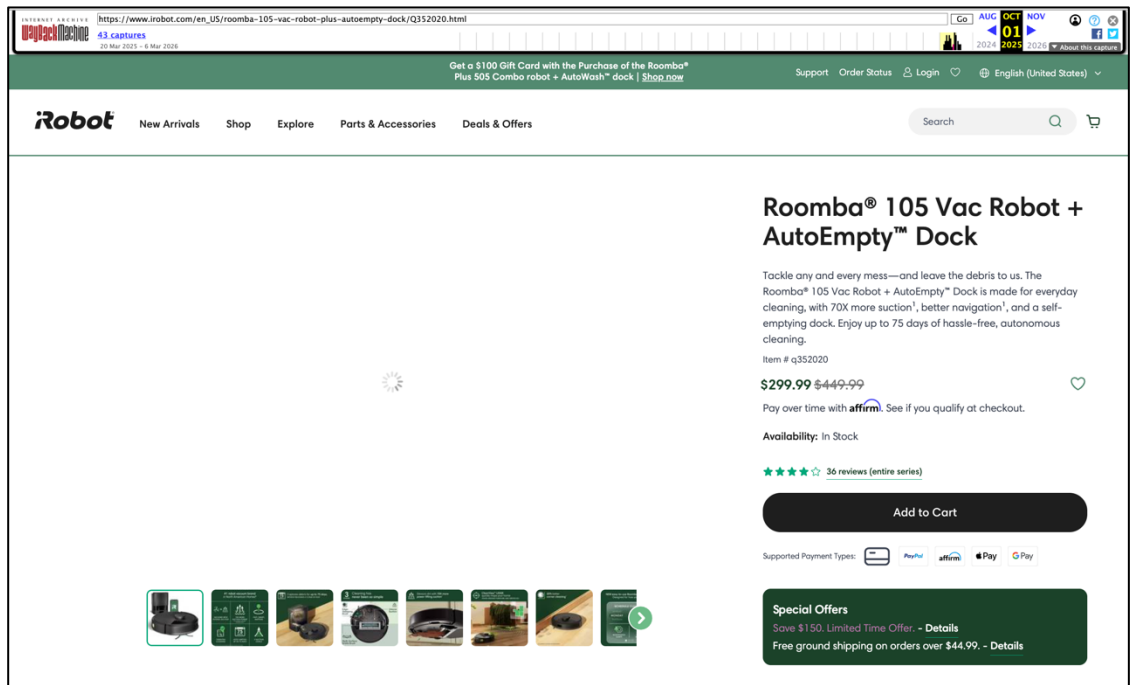


August 8, 2025

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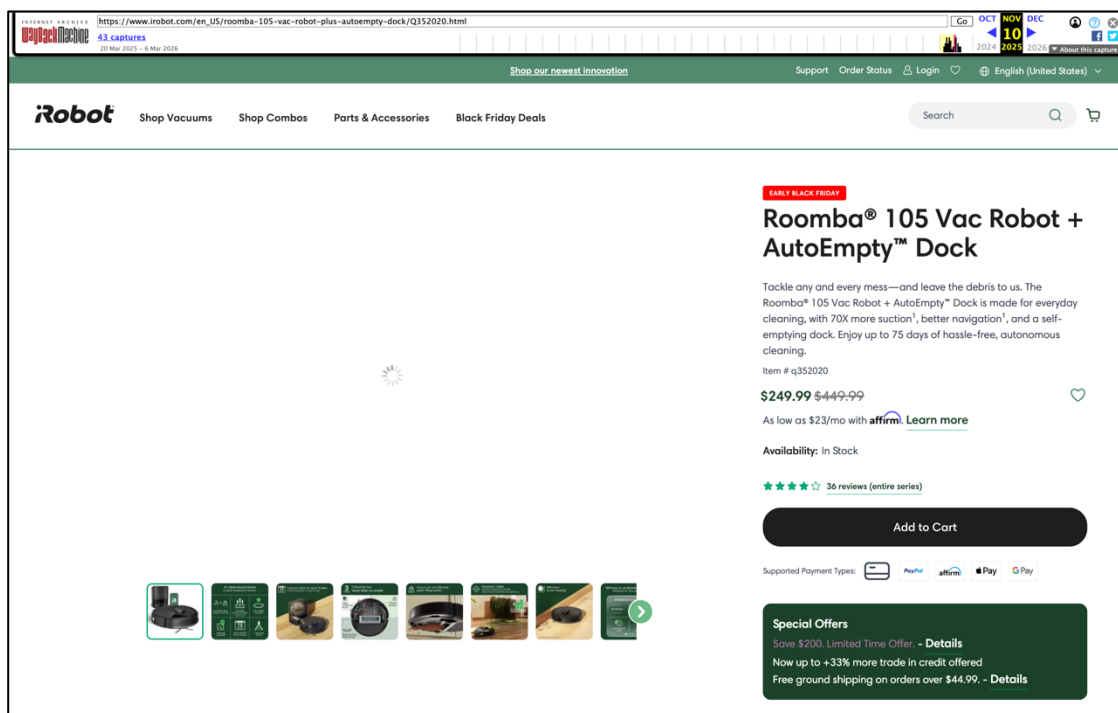


September 22, 2025

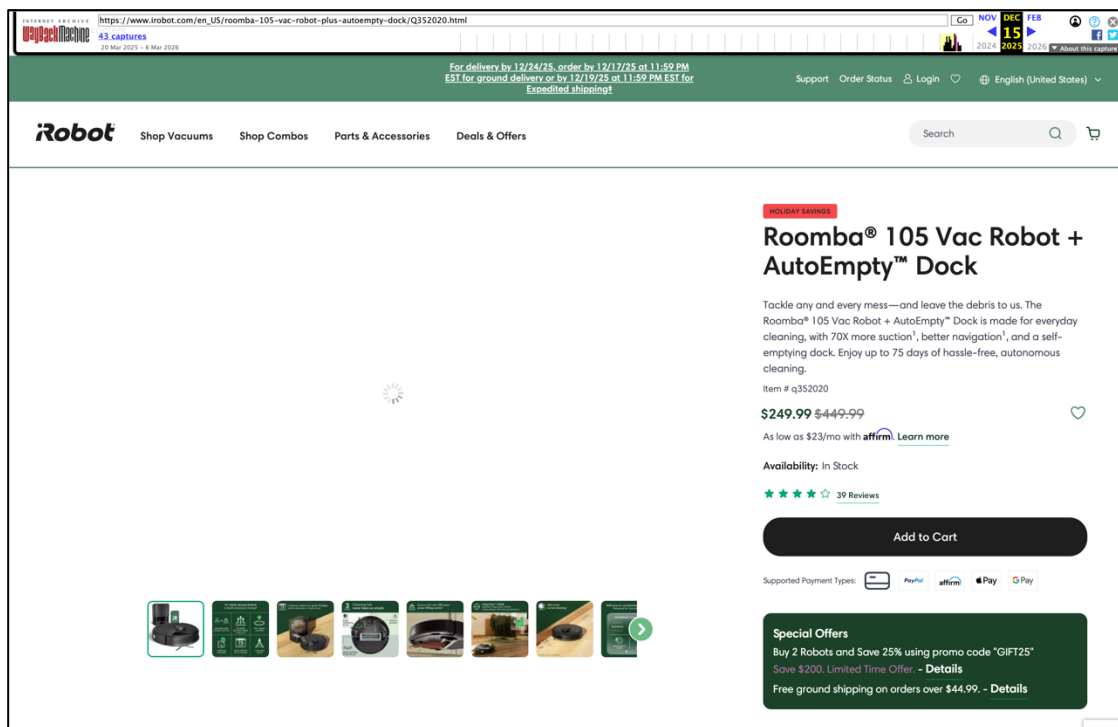


October 1, 2025

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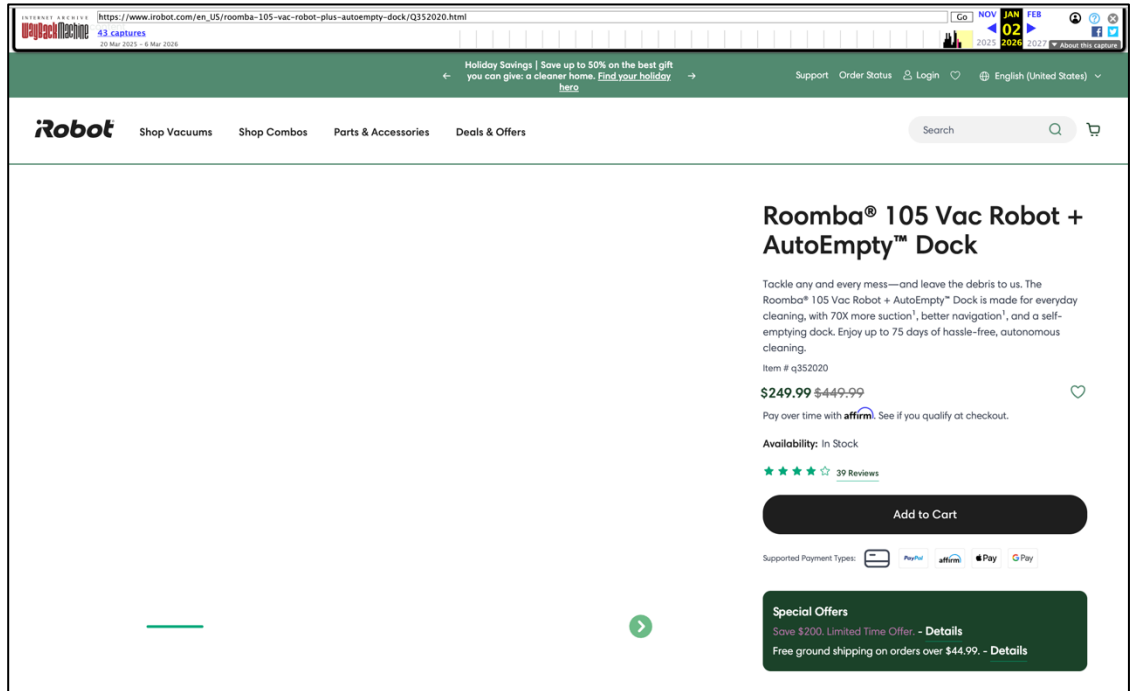


November 10, 2025

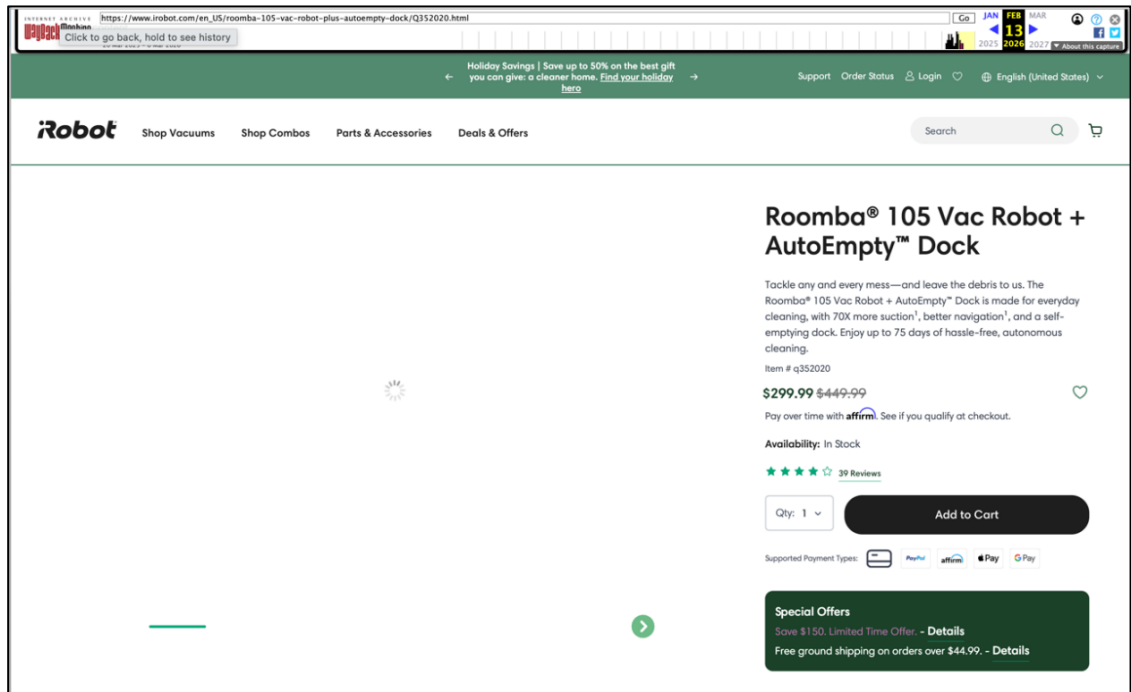


December 15, 2025

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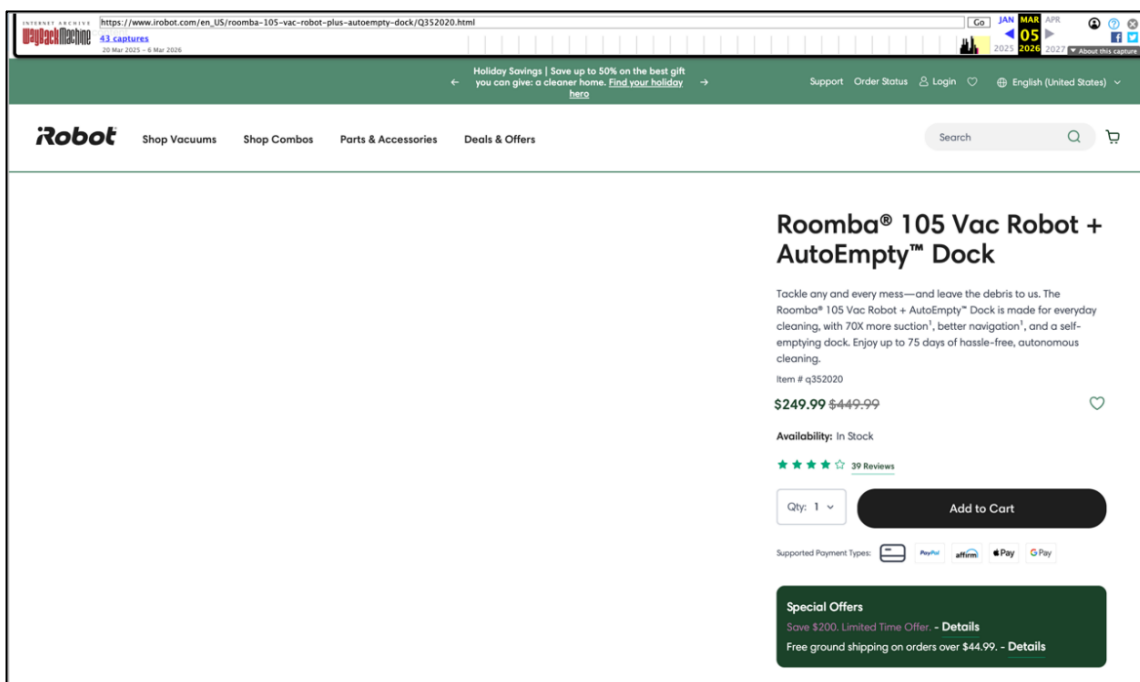


January 2, 2026



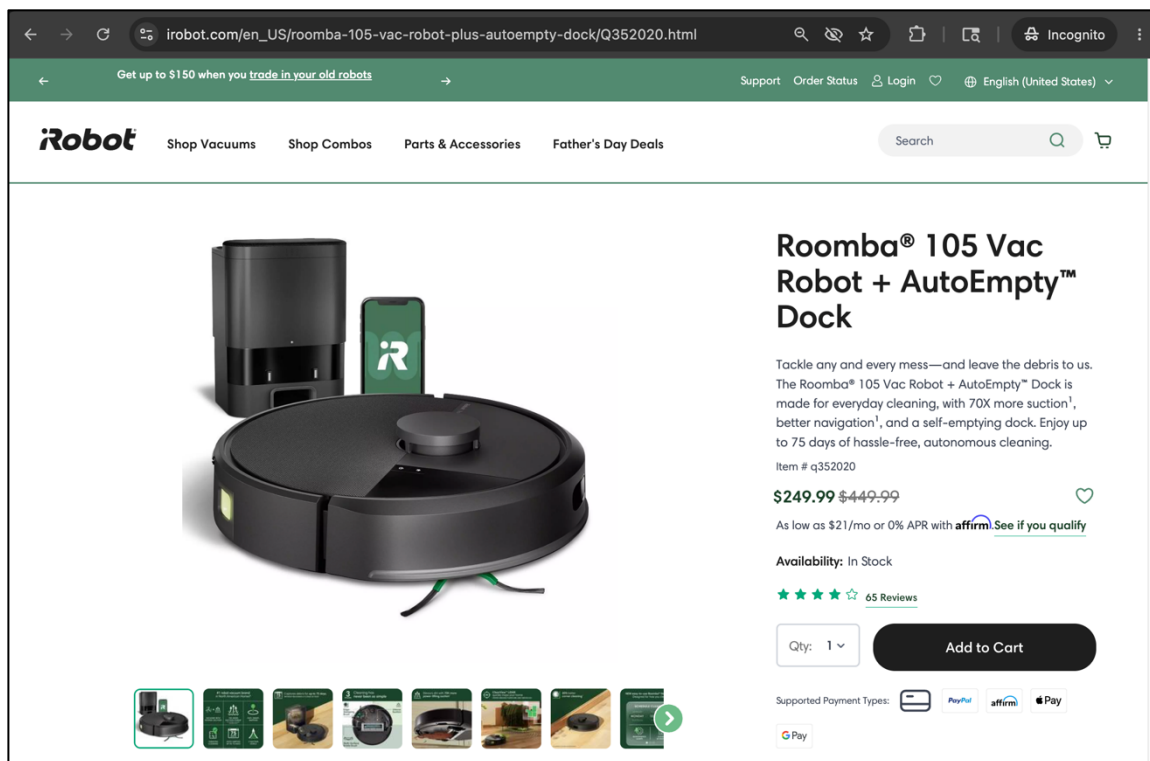
February 13, 2026

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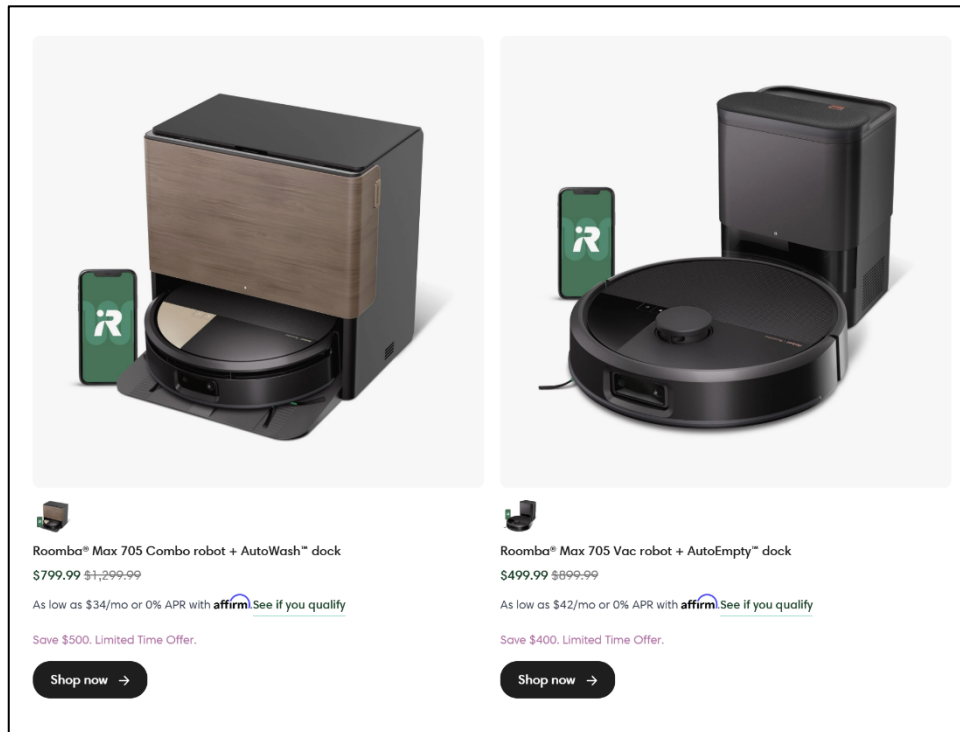


March 5, 2026

17. As of the date of this filing, the Product is still advertised on a heavy discount from the \$449.99 reference price:



1 18. Defendant’s other Products are also consistently advertised with  
 2 “limited time” sales, with discounted prices appearing next to the original reference  
 3 prices. For instance, the Roomba® Max 705 Combo robot + AutoWash™ dock is  
 4 regularly sold at a “discount” from the \$1,299.99 original price. The Roomba® Max  
 5 705 Vac robot + AutoEmpty™ dock is regularly sold at a “discount” from the  
 6 \$899.99 original price.




19 19. The Roomba 205 DustCompactor™ Combo Robot is also regularly sold  
 20 at discount from the struck-through \$469.99 regular price, a “sale” marketed as a  
 21 “Limited Time Offer.”  
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**Roomba® 205  
DustCompactor™ Combo  
Robot**

Only from Roomba®, the 205 DustCompactor™ Combo Robot features industry-leading innovation inside. Debris is suctioned up, continuously compacted, and contained inside the robot for up to 60 days at a time. The bagless DustCompactor™ stores debris within the robot. No bags to replace, no mess to manage. Floors are barefoot-ready with 70X stronger power-lifting suction<sup>1</sup> and 2X deeper scrubbing<sup>2</sup> using a re-usable, washable microfiber mop pad.


Item # I124020






**\$179.99** ~~\$469.99~~ 

As low as \$17/mo with [affirm](#). [See if you qualify](#)

**Availability:** In Stock

★★★★☆ [334 Reviews](#)

Qty: 1  **Add to Cart**

Supported Payment Types:     

**Special Offers**

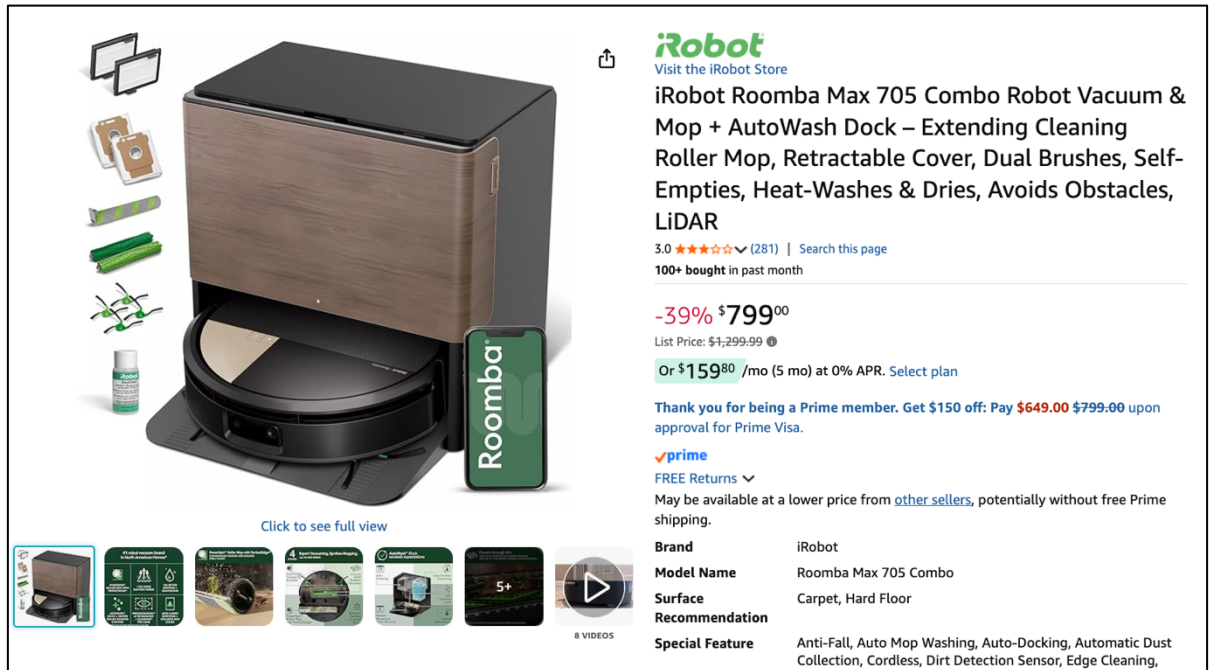
Save \$290. Limited Time Offer. - [Details](#)

Free ground shipping on orders over \$44.99. - [Details](#)

20. These claims about supposed sales are deceptive and misleading to the reasonable consumer. Because Defendant consistently sells its Products at the same “discounted” price, that price is, in fact, the regular price. Defendant thus deceives consumers into thinking they are receiving a “deal” on a high-value product, inducing them to purchase Products at prices they would not otherwise pay.

21. Defendant also uses several third-party retail platforms to carry out its deceptive scheme. For instance, on Target, Amazon and BestBuy.com, Defendant

1 advertises its Products on discount. For instance, these third-party retailer sites  
 2 advertise the iRobot Roomba Max 705 Combo Robot Vacuum & Mop + AutoWash  
 3 Dock – Extending Cleaning Roller Mop on sale from the \$1,299.99 original reference  
 4 price for the discounted price of only \$799.00.



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15 *Amazon Product Page (June 2, 2026)*

16 22. Thus, any third-party sales do not establish that Defendant’s reference  
 17 prices are the prevailing market prices. Rather, third-party sales confirm that the  
 18 supposed “discounted” prices are what the Products normally sell for, not the original  
 19 reference prices.

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

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

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

4 26. Reasonable consumers also reasonably believe that they are receiving  
5 reductions from those purported regular prices in the amounts represented.

6 27. In truth, however, Defendant persistently offers discounts from the  
7 purportedly “regular” prices it advertises.

8 28. As a result, everything about Defendant’s price and purported discount  
9 advertising is false.

10 29. The regular prices Defendant advertises are not Defendant’s actual  
11 regular or former prices, do not reflect the prevailing prices for the Products, and do  
12 not represent the Products’ true market value.

13 30. Defendant’s Products are consistently available for less than the  
14 purported regular prices, and customers did not have to pay the purported regular  
15 prices amount to purchase those items.

16 31. The purported discounts Defendant advertises are not the actual  
17 discount the customer is receiving and are often not a discount at all.

18 32. Further, Defendant’s purported discounts are not limited in time or  
19 expiring soon. Quite the opposite, they are consistently available.

20 **B. DEFENDANT’S ADVERTISEMENTS HARM CONSUMERS.**

21 33. Defendant knows that its fake sales increase revenue because listed sale  
22 prices influence purchase decisions.

23 34. Fake sales, especially those using false “regular” prices, can powerfully  
24 influence purchasing decisions, with higher “regular” prices leading to higher sale  
25 prices.<sup>1</sup>

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27 <sup>1</sup> *E.g.*, Staelin, Urbany, & Ngwe, *Competition and the Regulation of Fictitious*  
28 *Pricing*, 87 J. OF MKTG. 1-21 (2023); Amstron & Chen, *Discount Pricing*, 58  
ECON. INQUIRY 1614-27 (2020).

1 35. Based on Defendant’s marketing, reasonable consumers would expect  
2 that the advertised regular prices reflect the prices at which Defendant ordinarily and  
3 customarily sells its Products—that is, the former prices at which the Products were  
4 sold before the introduction of the time-limited discount.

5 36. Reasonable consumers would further expect that, by purchasing during  
6 the sale, they are obtaining a Product whose regular price and market value  
7 correspond to the advertised reference price, and that they are receiving the  
8 advertised discount from that price.

9 37. Moreover, consumers are more likely to purchase a Product when they  
10 believe it is on sale and that they are obtaining an item of higher regular price and  
11 market value at a substantial discount from what they would otherwise pay.  
12 Reasonable consumers are drawn to a sale.

13 38. Consumers presented with discounted prices are substantially more  
14 likely to complete a purchase. Research consistently shows that two out of three  
15 shoppers actively seek discounts, special offers, or more competitively priced items  
16 when making purchasing decisions.<sup>2</sup> And, “two-thirds of consumers have made a  
17 purchase they weren’t originally planning to make solely based on finding a coupon  
18 or discount,” while “80% [of consumers] said they feel encouraged to make a first-  
19 time purchase with a brand that is new to them if they found an offer or discount.”<sup>3</sup>

20 39. As one prominent study from the Harvard Business School summarized,  
21 laboratory experiments and observational data indicate that false discounts are “a  
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24 <sup>2</sup> *Consumer Behavior Trends: 40 Stats for Retail Success (2026)* available at  
<https://www.intelligencecode.com/blog/consumer-behavior-buying-trends-2024/>.

25 <sup>3</sup> *E.g., RetailMeNot Survey: Deals and Promotional Offers Drive Incremental*  
26 *Purchases Online, Especially Among Millennial Buyers* (2018),  
27 [https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-](https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html)  
28 [promotional-offers-drive-incremental-purchases-online-especially-among-](https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html)  
[millennial-buyers-300635775.html](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>

1 powerful tool to enhance demand” and have a particularly strong influence on “less-  
2 informed consumers.”<sup>4</sup>

3 40. These findings are reinforced by an FTC Staff Report titled *Bringing*  
4 *Dark Patterns to Light*, published September 1, 2022. According to the FTC, false  
5 discounts and false limited-time messages create a “false belief”—specifically, an  
6 illusion of urgency, putting undue pressures on customers to “buy immediately[.]”<sup>5</sup>

7 41. The effect is compounded when consumers believe a discounted price  
8 is available only for a limited time. Research has found that limited-time notices  
9 create a sense of urgency and heighten the perceived desirability of a product, leading  
10 to increased purchase intention.<sup>6</sup> Limited-time discounts impose a deadline on a sale  
11 or deal, forcing consumers to decide under time pressure, accelerating their purchase  
12 decision-making, and increasing purchase likelihood.<sup>7</sup> Indeed, when consumers are  
13 exposed to time-sensitive offers, they tend to perceive those offers as more valuable  
14 and credible—precisely the effect that fictitious expiration dates are designed to  
15 manufacture.<sup>8</sup>

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17 <sup>4</sup> Donald Ngwe, *Fake Discounts Drive Real Revenues in Retail*, Harvard Business  
18 School Working Paper (2018), available at  
19 [www.hbs.edu/ris/Publication%20Files/18-113\\_16977967-84c0-488d-96e5-  
ffba637617d9.pdf](http://www.hbs.edu/ris/Publication%20Files/18-113_16977967-84c0-488d-96e5-ffba637617d9.pdf).

20 <sup>5</sup> FTC Staff Report, *Bringing Dark Patterns to Light* at 4, 25 (2022), available at  
21 [https://www.ftc.gov/system/files/ftc\\_gov/pdf/P214800%20Dark%20Patterns%  
20Report%209.14.2022%20-%20FINAL.pdf](https://www.ftc.gov/system/files/ftc_gov/pdf/P214800%20Dark%20Patterns%20Report%209.14.2022%20-%20FINAL.pdf).

22 <sup>6</sup> Broeder et al., *Limited-time scarcity and competitive arousal in E-commerce. The*  
23 *International Review of Retail, Distribution and Consumer Research*, 32(5), 549–  
567 (2022), available at <https://doi.org/10.1080/09593969.2022.2098360>.

24 <sup>7</sup> Tiemessen et al., *The Time is Ticking: The Effect of Limited Time Discounts on*  
25 *Consumers’ Buying Behavior and Experience* (2023) available at  
26 [https://gunesacar.net/assets/CHI-EA-23-Time-is-Ticking-Deceptive-Countdown-  
Timers.pdf](https://gunesacar.net/assets/CHI-EA-23-Time-is-Ticking-Deceptive-Countdown-Timers.pdf).

27 <sup>8</sup> 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 42. Defendant's false advertising thus harms consumers in two related  
2 ways. First, it induces consumers to make purchases they would not otherwise have  
3 made, or would not have made when they did, by presenting fictitious discounts and  
4 artificial urgency as genuine. Second, by artificially stimulating consumer demand  
5 through these misrepresentations, Defendant is able to command a price premium for  
6 its Products that the market would not otherwise support. The prices Plaintiff and the  
7 Class paid were therefore inflated by Defendant's misrepresentations—absent those  
8 misrepresentations, Defendant could not have charged, and Plaintiff and the Class  
9 would not have paid, the prices they did.

10 **C. DEFENDANT BREACHED ITS CONTRACT.**

11 43. When Plaintiff purchased Products as described herein, they accepted  
12 offers made by Defendant, forming binding contracts at the moment of purchase. The  
13 terms of that offer included a representation that the Products had the listed regular  
14 price and corresponding market value advertised on the Website, and a promise to  
15 provide that Product at the discounted price advertised at the time of purchase.

16 44. By advertising specific regular prices and corresponding discounted  
17 prices, Defendant represented that the value of the Products it was providing were  
18 equal to the advertised regular price, and agreed to provide Plaintiff those Products  
19 at a discount equal to the difference between the advertised regular price and the price  
20 Plaintiff actually paid.

21 45. The regular price and market value of the items Plaintiff would receive,  
22 along with the discount amount off of the regular price of those items, were specific  
23 and material terms of the contract.

24 46. Plaintiff performed their obligations under the contracts by paying for  
25 the items they purchased.

26 47. Defendant breached its contracts by failing to provide Plaintiff with  
27 Products that have a regular price and market value equal to the regular price  
28 displayed, and by failing to provide the discount it promised.

1 **V. CLASS ALLEGATIONS**

2 48. Plaintiff brings this proposed class action lawsuit pursuant to Federal  
3 Rule of Civil Procedure 23(b)(2) and Rule 23(b)(3) individually and on behalf of a  
4 Class (the “Class”) and a California Subclass (the “California Subclass”; together  
5 with the 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.

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.

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

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

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

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 52. **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 53. **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 their 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 their counsel  
24 have any conflicts with or interests adverse to the Classes.

25 54. **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 55. 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 56. Plaintiff repeats and re-alleges all factual allegations contained in the  
16 foregoing paragraphs as if fully set forth herein.

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

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

21 59. 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 60. 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 \$1,299) and displaying it next to a lower, discounted price. Reasonable consumers  
27 would understand prices denoted as “regular” prices from which time-limited  
28

1 discounts are calculated to denote “former” prices, i.e., the prices that Defendant  
2 charged before the time-limited discount went into effect.

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

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

22 63. Defendant’s misrepresentations were intended to induce reliance, and  
23 Plaintiff saw, read, and reasonably relied on the statements when purchasing  
24 Products. Defendant’s misrepresentations were a substantial factor in Plaintiff’s  
25 purchase decision.

26 64. In addition, Subclass-wide reliance can be inferred because Defendant’s  
27 misrepresentations were material, i.e., a reasonable consumer would consider them  
28 important in deciding whether to buy the Products.

1 65. Defendant’s misrepresentations were a substantial factor and proximate  
2 cause in causing damages and losses to Plaintiff and the Subclass.

3 66. Plaintiff and the Subclass were injured as a direct and proximate result  
4 of Defendant’s conduct because (a) they would not have purchased Products if they  
5 had known the truth, and/or (b) they overpaid for the Products because the Products  
6 were sold at a price premium due to the misrepresentation.

7 **SECOND CAUSE OF ACTION**

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

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

13 68. Plaintiff brings this claim individually and on behalf of the members of  
14 the California Subclass.

15 69. Plaintiff and the Subclass have engaged in “transactions” with  
16 Defendant as that term is defined by California Civil Code § 1761(e).

17 70. Plaintiff and the Subclass are “consumers,” as the term is defined by  
18 California Civil Code § 1761(d).

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

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

27 73. Defendant violated, and continues to violate, section 1770 of the  
28 California Civil Code.

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

6           75. Defendant violated, and continues to violate, section 1770(a)(7) of the  
7 California Civil Code. Defendant violates this by misrepresenting that the Products  
8 are of a particular standard, quality or grade.

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

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

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

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

26           80. Defendant’s misrepresentations were a substantial factor and proximate  
27 cause in causing damages and losses to Plaintiff and the Subclass.  
28

1 81. 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 discounts and/or regular prices were not real, (b) they overpaid for the  
4 Products because the Products were sold at a price premium due to the  
5 misrepresentation, and/or (c) they received products with market values lower than  
6 the promised market values.

7 82. On April 14, 2026, a CLRA demand letter was sent to Defendant's  
8 registered agent via certified mail (return receipt requested), that provided notice of  
9 Defendant's violations of the CLRA and demanded that Defendant correct the  
10 unlawful, unfair, false and/or deceptive practices alleged here. Defendant did not  
11 fully correct the problem for Plaintiff and for each member of the California Subclass  
12 within 30 days of receipt.

13 83. Accordingly, pursuant to California Civil Code § 1780(a)(1), Plaintiff,  
14 individually and on behalf of all other members of the California Subclass, seeks  
15 actual damages. Pursuant to California Civil Code § 1780(a)(2), Plaintiff,  
16 individually and on behalf of all other members of the California Subclass, seeks  
17 injunctive relief. Pursuant to California Civil Code § 1780(a)(4), Plaintiff,  
18 individually and on behalf of all other members of the California Subclass, seeks  
19 punitive damages.

20 84. Plaintiff seeks relief for violations of the CLRA in the form of  
21 restitution, and/or disgorgement of ill-gotten gains to compensate and make whole  
22 Plaintiff and the California Subclass. Restitution is appropriate because it is more  
23 certain, prompt, and efficient as compared to damages. Further, to obtain a full refund  
24 as damages, Plaintiff would have to show that the Products no market value, whereas  
25 that showing is not required for restitution.

26 85. Plaintiff also seeks injunctive relief in the form of an order enjoining  
27 Defendant from continuing to deceptively market its Products. Injunctive relief is  
28 appropriate because Defendant continues to deceptively market its Products as "on

1 sale” and continues to claim that those sales represent limited-time or seasonal offers.  
2 Injunctive relief is therefore necessary to prevent Defendant from continuing to  
3 engage in unlawful conduct and to prevent future harm to Plaintiff and the California  
4 Subclass, which cannot be achieved only through available legal remedies.

5 86. Plaintiff faces an imminent threat of future harm. Plaintiff would  
6 purchase Products from Defendant again in the future if they could feel sure that  
7 Defendant’s “regular” prices accurately reflected Defendant’s former prices and the  
8 market value of the Products, and that its discounts were truthful. But without an  
9 injunction, Plaintiff has no realistic way to know which—if any—of Defendant’s  
10 “regular” prices, discounts, and sales are not false or deceptive. Accordingly, Plaintiff  
11 is unable to rely on Defendant’s advertising in the future, and so cannot purchase  
12 Products they would like to purchase.

13 87. **Permanent public injunctive relief.** Plaintiff, acting as private attorney  
14 general, also seeks public injunctive relief to protect the general public from  
15 Defendant’s conduct. Defendant’s false advertising is ongoing and will continue to  
16 harm the public absent a permanent public injunction. Accordingly, Plaintiff seeks a  
17 permanent injunction to enjoin Defendant from engaging in the misconduct alleged  
18 herein

19 **THIRD CAUSE OF ACTION**

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

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

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

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

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

8           92. 16 C.F.R. § 233.1 states:

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

22           (b) A former price is not necessarily fictitious merely because no sales  
23           at the advertised price were made. The advertiser should be especially  
24           careful, however, in such a case, that the price is one at which the  
25           product was openly and actively offered for sale, for a reasonably  
26           substantial period of time, in the recent, regular course of his business,  
27           honestly and in good faith—and, of course, not for the purpose of  
28           establishing a fictitious higher price on which a deceptive comparison  
          might be based. And the advertiser should scrupulously avoid any  
          implication that a former price is a selling, not an asking price (for  
          example, by use of such language as, “Formerly sold at \$\_\_\_\_\_”),  
          unless substantial sales at that price were actually made.

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

1 94. Defendant's representations were misleading to Plaintiff and other  
2 reasonable consumers.

3 95. Plaintiff relied upon Defendant's misleading representations and  
4 omissions, as detailed above.

5 96. As alleged in detail above, Defendant committed "unfair" acts by falsely  
6 advertising that its Products were on sale, that the sale was limited in time, that the  
7 Products had a specific regular price, and that the customers were receiving  
8 discounts.

9 97. Defendant violated established public policy by violating the CLRA, the  
10 FAL, and the FTCA, as alleged above and incorporated here. The unfairness of this  
11 practice is tethered to a legislatively declared policy (that of the CLRA, the FAL, and  
12 the FTCA).

13 98. The harm to Plaintiff and the Subclass greatly outweighs the public  
14 utility of Defendant's conduct. There is no public utility to misrepresenting the price  
15 of a consumer product. This injury was not outweighed by any countervailing  
16 benefits to consumers or competition. Misleading advertising of consumer products  
17 only injures healthy competition and harm consumers.

18 99. Plaintiff and the Subclass could not have reasonably avoided this injury.  
19 As alleged above, Defendant's representations were deceptive to reasonable  
20 consumers like Plaintiff.

21 100. Defendant's conduct, as alleged above, was immoral, unethical,  
22 oppressive, unscrupulous, and substantially injurious to consumers.

23 101. For all prongs, Defendant's representations were intended to induce  
24 reliance, and Plaintiff saw, read, and reasonably relied on them when purchasing  
25 Products. Defendant's representations were a substantial factor in Plaintiff's  
26 purchase decision.

27  
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1 102. In addition, Subclass-wide reliance can be inferred because Defendant’s  
2 representations were material, i.e., a reasonable consumer would consider them  
3 important in deciding whether to buy Products.

4 103. Defendant’s representations were a substantial factor and proximate  
5 cause in causing damages and losses to Plaintiff and the Subclass members.

6 104. Plaintiff and the Subclass were injured as a direct and proximate result  
7 of Defendant’s conduct because (a) they would not have purchased the Products if  
8 they had known that they were not discounted, and/or (b) they overpaid for the  
9 Products because the Products were sold at the regular price and not at a discount.

10 105. Plaintiff faces an imminent threat of future harm. Plaintiff would  
11 purchase Products from Defendant again in the future if they could feel sure that  
12 Defendant’s “regular” prices accurately reflected Defendant’s former prices and the  
13 market value of the Products, and that its discounts were truthful. But without an  
14 injunction, Plaintiff has no realistic way to know which—if any—of Defendant’s  
15 “regular” prices, discounts, and sales are not false or deceptive. Accordingly, Plaintiff  
16 is unable to rely on Defendant’s advertising in the future, and so cannot purchase  
17 Products they would like to purchase.

18 106. **Permanent public injunctive relief.** Plaintiff, acting as private attorney  
19 general, also seeks public injunctive relief to protect the general public from  
20 Defendant’s conduct. Defendant’s false advertising is ongoing and will continue to  
21 harm the public absent a permanent public injunction. Accordingly, Plaintiff seeks a  
22 permanent injunction to enjoin Defendant from engaging in the misconduct alleged  
23 herein.

24 **FOURTH CAUSE OF ACTION**

25 **BREACH OF CONTRACT**  
26 **(On Behalf of Plaintiff & the Nationwide Class)**

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

1 108. Plaintiff brings this claim individually and on behalf of the members of  
2 the Nationwide Class against Defendant. In the alternative, Plaintiff brings this cause  
3 of action individually and on behalf of the California Subclass.

4 109. Plaintiff and Class members entered into contracts with Defendant when  
5 they placed orders to purchase Products on Defendant's Website.

6 110. The contracts provided that Plaintiff and Class members would pay  
7 Defendant for the Products purchased.

8 111. The contracts further required that Defendant provide Plaintiff and Class  
9 members with Products that have a market value equal to the regular prices displayed  
10 on the Website. They also required that Defendant provide Plaintiff and Class  
11 members with a discount equal to the difference between the price paid, and the  
12 regular prices advertised. These were specific and material terms of the contract.

13 112. The specific discounts were a specific and material term of each  
14 contract.

15 113. Plaintiff and Class members paid Defendant for the Products they  
16 purchased, and satisfied all other conditions of their contracts.

17 114. Defendant breached its contracts with Plaintiff and Class members by  
18 failing to provide Products that had a "regular" price, former price, and/or prevailing  
19 market value equal to the regular price displayed on the Website, and by failing to  
20 provide the promised discount. Defendant did not provide the discount that it had  
21 promised.

22 115. As a direct and proximate result of Defendant's breaches, Plaintiff and  
23 Class members were deprived of the benefit of their bargained-for exchange, and  
24 have suffered damages in an amount to be established at trial.

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

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

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

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

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

120. Plaintiff provided Defendant with notice of this breach of warranty, by mailing a notice letter to Defendant's headquarters, on April 14, 2026.

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

**SIXTH CAUSE OF ACTION**  
**BREACH OF IMPLIED WARRANTY**  
**(On behalf of Plaintiff & the California Subclass)**

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

1 123. Plaintiff brings this cause of action individually and on behalf of  
2 members of the California Subclass.

3 124. As described in greater detail above, Defendant impliedly warranted that  
4 the Products had a market value equal to the regular price displayed on Defendant's  
5 Website.

6 125. This warranty was part of the basis of the bargain and Plaintiff and  
7 members of the Subclass relied on this warranty.

8 126. In fact, the Products did not have a market value equal to the regular  
9 price displayed. Thus, the warranty was breached. Plaintiff provided Defendant with  
10 notice of this breach of warranty, by mailing a notice letter to Defendant's  
11 headquarters, on April 14, 2026.

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

17 **SEVENTH CAUSE OF ACTION**

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

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

22 129. Plaintiff brings this cause of action individually and on behalf of the  
23 Nationwide Class. In the alternative, Plaintiff brings this claim individually and on  
24 behalf of the California Subclass.

25 130. As alleged in detail above, Defendant's false and misleading advertising  
26 caused Plaintiff and the Class to purchase Products and to pay a price premium for  
27 these Products.  
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1 131. In this way, Defendant received a direct and unjust benefit, at Plaintiff's  
2 expense.

3 132. Plaintiff and the Class seek restitution.

4 **EIGHTH CAUSE OF ACTION**

5 **NEGLIGENT MISREPRESENTATION**  
6 **(On behalf of Plaintiff & the California Subclass)**

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

9 134. Plaintiff brings this cause of action individually and on behalf of the  
10 California Subclass.

11 135. As alleged more fully above, Defendant made false representations and  
12 material omissions of fact to Plaintiff and Subclass members concerning the  
13 existence and/or nature of the discounts and savings advertised.

14 136. These representations were false.

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

18 138. Defendant intended that Plaintiff and Subclass members rely on these  
19 representations and Plaintiff and Subclass members read and reasonably relied on  
20 them.

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

24 140. Defendant's misrepresentations were a substantial factor and proximate  
25 cause in causing damages and losses to Plaintiff and Subclass members.

26 141. Plaintiff and Subclass members were injured as a direct and proximate  
27 result of Defendant's conduct because (a) they would not have purchased Products if  
28 they had known that the representations were false, and/or (b) they overpaid for the

1 Products because the Products were sold at a price premium due to the  
2 misrepresentation.

3 **NINTH CAUSE OF ACTION**

4 **INTENTIONAL MISREPRESENTATION**  
5 **(On behalf of Plaintiff & the California Subclass)**

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

8 143. Plaintiff brings this cause of action individually and on behalf of the  
9 California Subclass.

10 144. As alleged more fully above, Defendant made false representations and  
11 material omissions of fact to Plaintiff and Subclass members concerning the  
12 existence and/or nature of the discounts and savings advertised.

13 145. These representations were false.

14 146. When Defendant made these misrepresentations, it knew or should have  
15 known that they were false. Defendant had no reasonable grounds for believing that  
16 these representations were true when made.

17 147. Defendant intended that Plaintiff and Subclass members rely on these  
18 representations and Plaintiff and Subclass members read and reasonably relied on  
19 them.

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

23 149. Defendant's misrepresentations were a substantial factor and proximate  
24 cause in causing damages and losses to Plaintiff and Subclass members.

25 150. Plaintiff and Subclass members were injured as a direct and proximate  
26 result of Defendant's conduct because (a) they would not have purchased Products if  
27 they had known that the representations were false, and/or (b) they overpaid for the  
28

1 Products because the Products were sold at a price premium due to the  
2 misrepresentation.

3 **TENTH CAUSE OF ACTION**

4 **FRAUD**

4 **(On behalf of Plaintiff & the Nationwide Class)**

5 151. Plaintiff and the Class members incorporate the foregoing allegations as  
6 if fully set forth herein.

7 152. Plaintiff brings this cause of action individually and on behalf of the  
8 Nationwide Class.

9 153. As alleged in detail above, Defendant, through its website and online  
10 retailers, like Amazon, represented that its Products were “on sale” as part of  
11 purported limited time or seasonal discounts—and prominently displayed purported  
12 sale prices and false reference prices for each of its Products.

13 154. Defendant did not disclose the truth on any platform, i.e., that its  
14 Products were not actually “on sale” and that purported sale prices were, in fact, the  
15 item’s ordinary, market price.

16 155. Defendant made these misrepresentations and omissions intending to  
17 deceive Plaintiff and members of the Nationwide Class into purchasing the Products  
18 at their fake sale price.

19 156. When Defendant advertised sales, promoted specific sale prices and  
20 listed purported reference prices, it knew those representations were false and  
21 misleading. Defendant knew its Products were not being sold for a discount but,  
22 rather, at their ordinary, market price.

23 157. The misrepresentations and omissions were also material because the  
24 price of the Products and the existence of any discount on them are important factors  
25 to a reasonable consumer.

26 158. Defendant’s fraudulent misrepresentations and omissions directly and  
27 proximately caused injury in fact and actual damage to Plaintiff and members of the  
28 Nationwide Class. Absent Defendant’s misrepresentations and omissions, Plaintiff

1 and the Class members would not have purchased the Products or would have paid  
2 substantially less for them.

3 159. Plaintiff, individually and on behalf of the Nationwide Class, seeks  
4 compensatory and punitive damages in an amount to be determined at trial.

5 **PRAYER FOR RELIEF**

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

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

26 **JURY TRIAL DEMANDED**

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

1 Dated: June 3, 2026

Respectfully submitted,

2

By: /s/ Raphael Janove  
Raphael Janove

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Raphael Janove (SBN 361193)

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*Counsel for Plaintiff & the Proposed Classes*

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