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8
9 **UNITED STATES DISTRICT COURT**
EASTERN DISTRICT OF CALIFORNIA

10
11 MARIO CASTILLO, individually
and on behalf of all others similarly
12 situated,

13 *Plaintiff,*

14 v.

15 GOLABS, INC.,

16 *Defendant.*
17
18

Case No.

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

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1 **I. Introduction.**

2 1. Advertised “sale” prices are important to consumers. Consumers are more likely to
3 purchase an item if they know that they are getting a good deal. Further, if consumers think that a
4 sale will end soon, they are likely to buy now, rather than wait, comparison shop, and buy something
5 else.

6 2. While there is nothing wrong with a legitimate sale, a fake one—that is, one with
7 made-up regular prices, made-up discounts, and made-up expirations—is deceptive and illegal.

8 3. Section 17500 of California’s False Advertising Law prohibits businesses from
9 making statements they know or should know to be untrue or misleading. Cal. Bus. & Prof. Code
10 § 17500. This includes statements falsely suggesting that a product is on sale, when it actually is not.

11 4. Moreover, Section 17501 of California’s False Advertising Law provides that “[n]o
12 price shall be advertised as a former price ... unless the alleged former price was the prevailing
13 market price ... within three months next immediately preceding” the advertising. Cal. Bus. & Prof.
14 Code § 17501. So, in addition to generally prohibiting untrue and misleading fake discounts, it also
15 specifically prohibits this particular flavor of fake discount (where the advertised former price is not
16 the prevailing price during the specified timeframe).

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

21 6. Moreover, the Federal Trade Commission’s regulations prohibit false or misleading
22 “former price comparisons,” for example, making up “an artificial, inflated price ... for the purpose
23 of enabling the subsequent offer of a large reduction” off that price. 16 C.F.R. § 233.1. They also
24 prohibit false or misleading “retail price comparisons” and “comparable value comparisons,” for
25 example, ones that falsely suggest that the seller is “offer[ing] goods at prices lower than those being
26 charged by others for the same merchandise” when this is not the case. 16 C.F.R. § 233.2.

1 7. As numerous courts have found, fake sales violate these laws. And, they also violate
2 California’s general prohibition on unlawful, unfair, and deceptive business practices. *See* Cal. Bus.
3 & Prof. Code § 17200.

4 8. Defendant GoLabs, Inc. (“Defendant” or “GoTrax”) sells and markets GoTrax-
5 branded electric vehicle products, including eBikes and eScooters (“GoTrax Products” or
6 “Products”) online through its website, www.gotrax.com.

7 9. On its website, Defendant lists purported regular prices and purported limited-time
8 sales offering steep discounts from those regular prices. For example, Defendant consistently
9 advertises a constant stream of rotating promotions purportedly linked to specific holidays or events.
10 Defendant claims that its Products are “on sale” and that consumers can save “\$X” or “up to \$X”
11 when they purchase during the advertised promotion. Here are some examples:



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22 *Captured August 19, 2024*

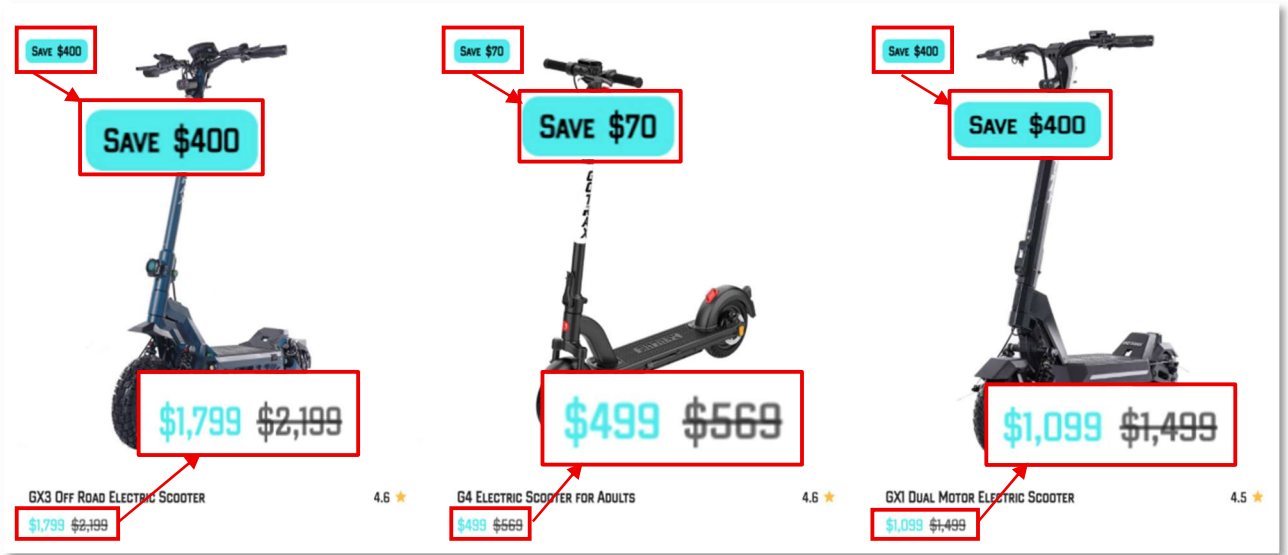


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28 *Captured January 13, 2025*



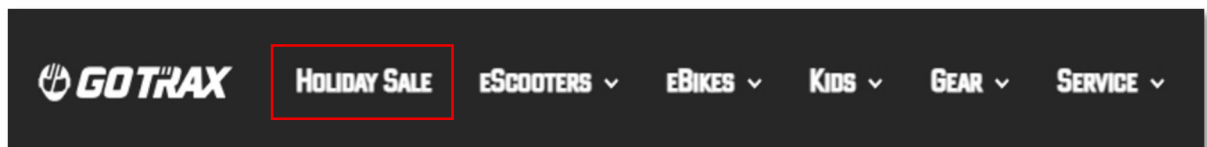
4 EXPLORE DEALS OF UP TO \$1799 OFF THE BEST ELECTRIC RIDES.

5 Captured May 4, 2025



16 Captured May 4, 2025

17 10. Defendant also attempts to add a sense of urgency by connecting its advertised sales
 18 with specific limited-time holidays or events, or with statements stating, for example, that the deals
 19 are “only here for a limited time,” last “from now until” a certain date, or that deals “end on” a
 20 certain date. The promotions encourage consumers to “hurry and save big while [they] can,” so that
 21 they don’t miss the purportedly limited-time deals. For example:



26 Captured December 5, 2024

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PRIME DEALS

FROM NOW UNTIL JULY 11TH, SAVE BIG ON SELECT ELECTRIC RIDES WHEN YOU ORDER FROM THE GOTRAX WEBSITE

FROM NOW UNTIL JULY 11TH, SAVE BIG ON SELECT ELECTRIC RIDES

A promotional banner with a white background and a grey gradient. The top part features the text 'PRIME DEALS' in large, bold, white letters. Below this, there are two red-bordered boxes containing promotional text. The first box says 'FROM NOW UNTIL JULY 11TH, SAVE BIG ON SELECT ELECTRIC RIDES WHEN YOU ORDER FROM THE GOTRAX WEBSITE'. A red arrow points from this box to a second box below it, which says 'FROM NOW UNTIL JULY 11TH, SAVE BIG ON SELECT ELECTRIC RIDES'.

Captured July 13, 2025

TODAY'S ELECTRIC SCOOTER AND BIKE DEALS

FALL SALE

LOOKING FOR A QUALITY RIDE THAT WON'T BREAK THE BANK? WE'RE ALWAYS OFFERING UNBEATABLE DEALS ON SOME OF OUR BEST ELECTRIC RIDES. NO MATTER YOUR DESTINATION, WE'VE GOT DEALS ON RIDES THAT ARE SURE TO TAKE YOUR JOURNEYS TO THE NEXT LEVEL. THESE ELECTRIC BIKE AND ELECTRIC SCOOTER DEALS ARE ONLY HERE FOR A LIMITED TIME, SO HURRY AND SAVE BIG WHILE YOU CAN.

A dark-themed promotional banner. At the top left, it says 'TODAY'S ELECTRIC SCOOTER AND BIKE DEALS'. The main headline is 'FALL SALE' in large, white, bold letters. Below the headline is a paragraph of text: 'LOOKING FOR A QUALITY RIDE THAT WON'T BREAK THE BANK? WE'RE ALWAYS OFFERING UNBEATABLE DEALS ON SOME OF OUR BEST ELECTRIC RIDES. NO MATTER YOUR DESTINATION, WE'VE GOT DEALS ON RIDES THAT ARE SURE TO TAKE YOUR JOURNEYS TO THE NEXT LEVEL. THESE ELECTRIC BIKE AND ELECTRIC SCOOTER DEALS ARE ONLY HERE FOR A LIMITED TIME, SO HURRY AND SAVE BIG WHILE YOU CAN.' The last sentence is underlined in red.

Captured October 10, 2025

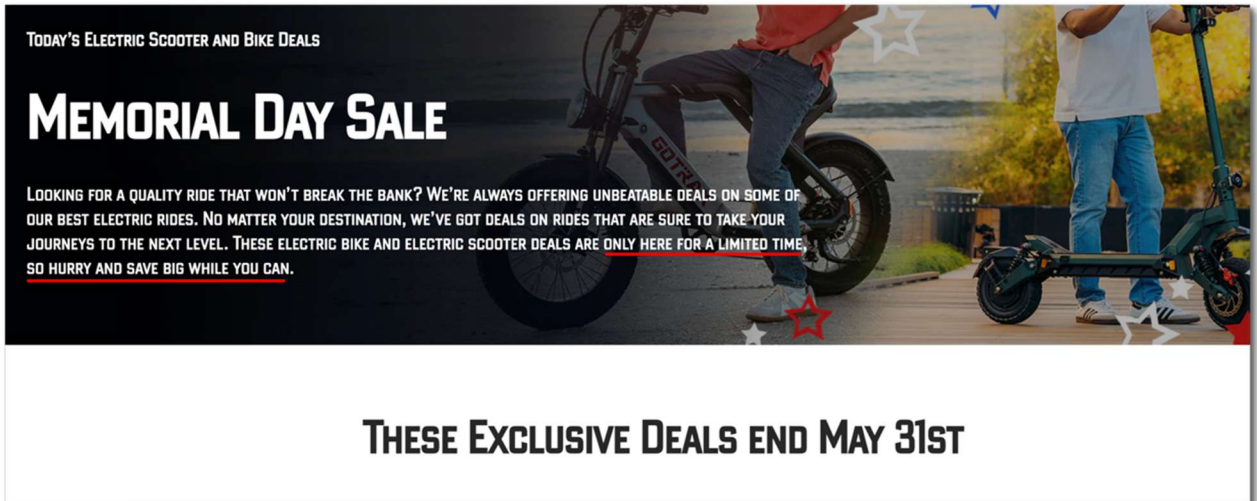
VALENTINE'S SALE

EXPLORE DEALS YOU'LL FALL IN LOVE WITH

SHOP NOW →

A promotional banner for Valentine's Sale. The background shows a blurred image of a motorcycle. The text 'VALENTINE'S SALE' is in large, white, bold letters. Below it, in smaller white text, is 'EXPLORE DEALS YOU'LL FALL IN LOVE WITH'. At the bottom center, there is a teal button with the text 'SHOP NOW →'.

Captured February 6, 2026



Captured May 22, 2026

11. But in reality, the deals do not end when they are advertised to. Instead, they are simply replaced with a different, but substantially similar, new sale. Indeed, far from being time-limited, the advertised discounts on Defendant's Products are routinely available. As a result, everything about Defendant's price and purported discount advertising is false. The list prices Defendant advertises are not actually Defendant's regular prices, because Defendant's Products are routinely available for less than them. The purported discounts Defendant advertises are not the true discounts a customer is receiving, and are often not a discount at all. Nor are the purported discounts limited-time—quite the opposite, they are consistently available.

12. As described in greater detail below, after reviewing Defendant's website, www.gotrax.com, and seeing and relying on an advertised sale, Plaintiff Mario Castillo bought a GoTrax Alpine Fat Tire eBike from Defendant. When Mr. Castillo made his purchase, Defendant advertised that a purported sale was going on, and Mr. Castillo believed that he was being offered a steep discount from the purported regular price that Defendant advertised. And based on Defendant's representations, Mr. Castillo believed that he was purchasing a Product whose regular price and market value was the list price that Defendant advertised, that he was receiving a specific and substantial discount, and that the opportunity to get that discount was time-limited. These reasonable beliefs caused Mr. Castillo to buy from Defendant when he did.

13. In truth, however, the representations Mr. Castillo relied on were not true. The purported regular price Defendant advertised was not the true regular price at which Defendant

1 usually sells the Product. The purported discount was not a true discount, and the sales were
2 ongoing—not time-limited. Had Defendant been truthful, Plaintiff and other consumers like him
3 would not have purchased the Products, or would have paid less for them.

4 14. Plaintiff brings this case for himself and other California consumers who purchased
5 GoTrax Products.

6 **II. Parties.**

7 15. Plaintiff Mario Castillo is domiciled in Bakersfield, California.

8 16. The proposed class includes citizens of California.

9 17. Defendant GoLabs, Inc. is a Texas corporation with its principal place of business at
10 3900 W Plano Pkwy, Plano, Texas 75075.¹

11 **III. Jurisdiction and Venue.**

12 18. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2). The amount
13 in controversy exceeds \$5,000,000, exclusive of interest and costs, and the matter is a class action in
14 which one or more members of the proposed class are citizens of a state different from Defendant.

15 19. The Court has personal jurisdiction over Defendant because Defendant sold GoTrax
16 Products to consumers in California, including to Plaintiff.

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

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27 ¹ The California and Texas secretaries of state list different addresses for Defendant. Out of
28 an abundance of caution, Plaintiff sent demand letters to both addresses. The letter sent to the address
listed with California’s secretary of state—2201 Luna Road, Carrollton, Texas 75006—was returned
because the “addressee was not known at the delivery address.”

1 **IV. Facts.**

2 **A. Defendant’s fake prices and fake discounts.**

3 21. Defendant manufactures, distributes, markets, and sells GoTrax-branded electric
4 vehicle products, including eBikes and eScooters. Defendant sells its Products directly to consumers
5 through its website, www.gotrax.com.

6 22. Through its advertisements, Defendant creates the false impression that its Products’
7 regular prices are higher than they truly are.

8 23. At any given time, on its website, Defendant advertises steep discounts on its
9 Products.² These discounts routinely offer “\$X” or “up to \$X” off the listed regular prices that
10 Defendant advertises. Even though in truth these discounts run constantly, Defendant claims they are
11 time-limited offers tied to specific events or holidays. Defendant changes the names of its various
12 promotions but the discounts offered are consistently available. Defendant advertises its sales
13 prominently on a banner across its website (among other places, as shown below). Here are some
14 examples of these advertisements:



16 *Captured December 5, 2024*



18 *Captured April 18, 2025*



20 *Captured July 7, 2025*



22 *Captured August 4, 2025*

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27 ² A limited subset of Defendant’s Products are sometimes excluded from Defendant’s sales.
28 As explained below, however, the Product Plaintiff purchased is routinely available at a purported
discount, and the proposed Class only includes consumers who purchased Products advertised at a
discount.



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Captured October 10, 2025



Captured November 15, 2025



Captured February 9, 2026

24. Defendant also advertises the promotions prominently on its homepage. For example:



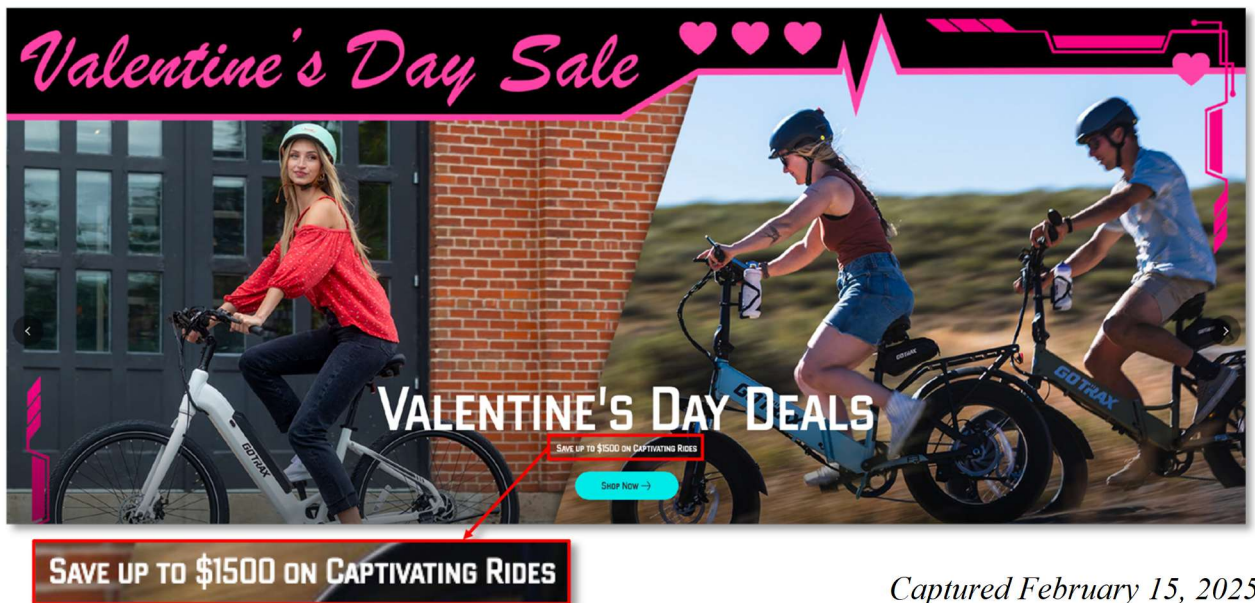
Captured November 8, 2024



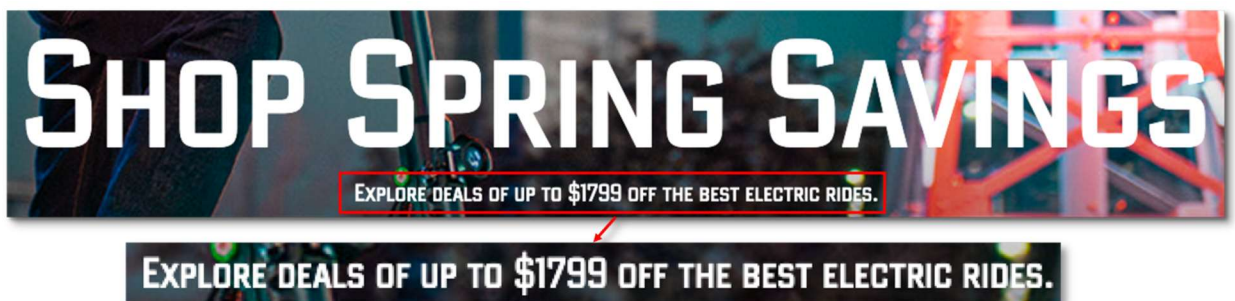
Captured December 12, 2024



Captured December 12, 2024



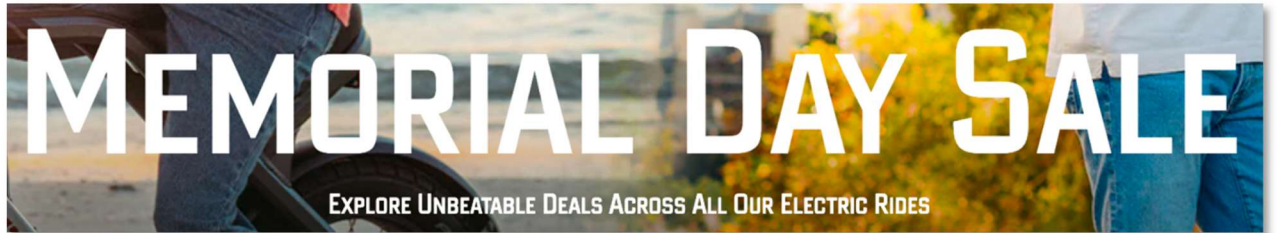
Captured February 15, 2025



Captured May 4, 2025






Captured September 14, 2025



Captured May 22, 2026

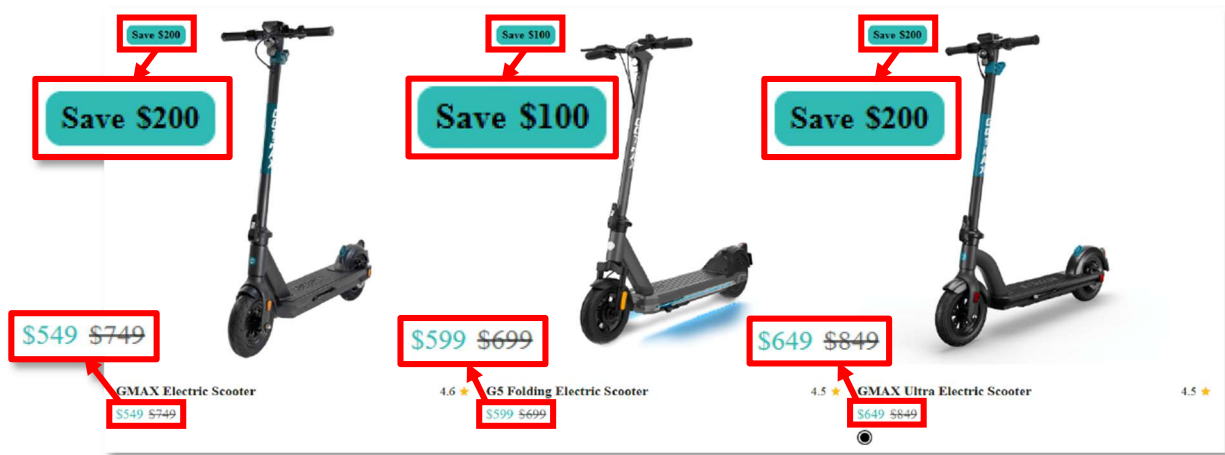
MOST POPULAR

eSCOOTERS	eBIKES	TODAY'S DEALS
<p>SAVE \$400</p>  <p>SAVE \$400</p> <p>GX3 OFF ROAD ELECTRIC SCOOTER 4.7 ★</p> <p>\$1,799 \$2,199 \$1,799 \$2,199</p>	<p>ON SALE</p>  <p>ON SALE</p> <p>G4 ELECTRIC SCOOTER FOR ADULTS 4.6 ★</p> <p>FROM \$399 \$549 FROM \$399 \$549</p>	<p>SAVE \$500</p>  <p>SAVE \$500</p> <p>GX1 DUAL MOTOR ELECTRIC SCOOTER 4.5 ★</p> <p>\$999 \$1,499 \$999 \$1,499</p>

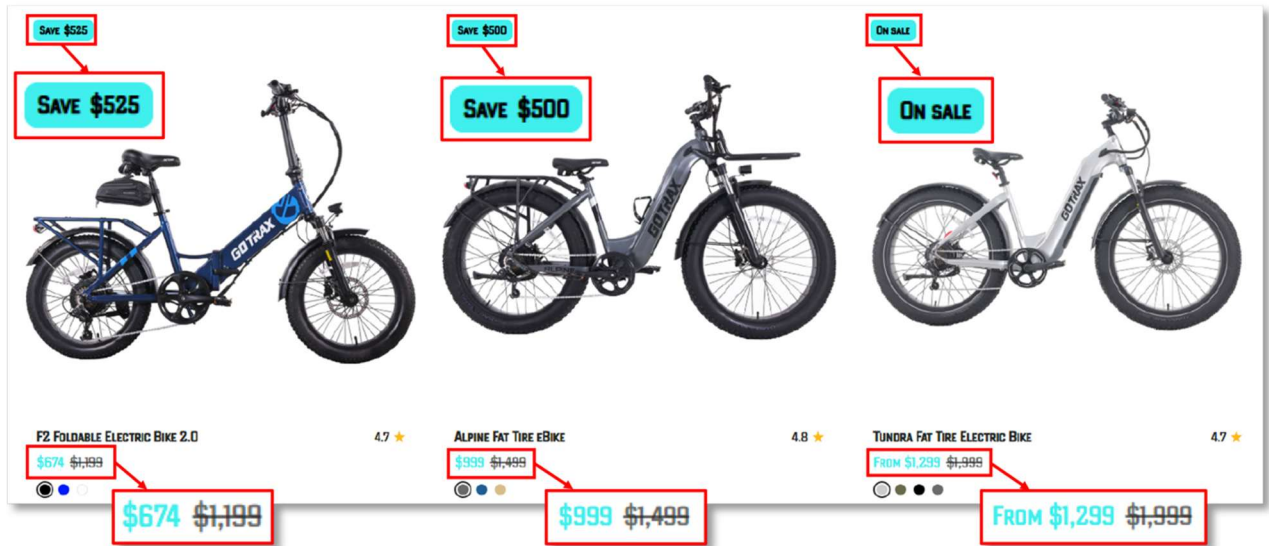
Captured February 6, 2026

25. And Defendant also advertises the promotions on Product category pages and individual Product pages, including through banners advertising the sales, and by listing the purportedly discounted prices of its Products alongside the purported regular prices, shown in strikethrough font (e.g., “\$749”). Example screenshots are provided below:

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Captured September 19, 2024 (eScooters Page)



Captured on April 4, 2025 (eBikes Page)

1 **GOTRAX** SALE E-SCOOTERS ▾ E-BIKES ▾ PARTS & ACCESSORIES ▾ SERVICE ▾ COMMUNITY

2

3 **GX3 OFF ROAD ELECTRIC SCOOTER**

4 ★★★★★ 4.57 (70)

5 **\$1,999** ~~\$2,199~~ SAVE \$200

6 **\$1,999** ~~\$2,199~~ SAVE \$200

7 FROM \$95.92/MO OR 0% APR WITH **shop** **Pay** CHECK YOUR PURCHASING POWER


8 **ADD TO CART** Buy with **shop** **Pay**

9 MORE PAYMENT OPTIONS

10 THE GX3 IS THE BEST OF OUR OFF-ROAD ELECTRIC SCOOTERS. DESIGNED WITH A MORE POWERFUL MOTOR AND A BIGGER BATTERY FOR EVEN MORE SPEED AND A LONGER RANGE, THE GX3 BLOWS EVERY OTHER SCOOTER OUT OF THE WATER.

11 **FREE SHIPPING** | **2 YEAR WARRANTY** | **14 DAY RETURNS**

12 TECHNICAL SPECIFICATIONS >



Captured September 11, 2024 (Product Page)

14 **GOTRAX** BACK TO SCHOOL SALE E-SCOOTERS ▾ E-BIKES ▾ POWERSPORTS GEAR ▾ SERVICE ▾

15

16 **ALPINE FAT TIRE EBIKE**

17 ★★★★★

18 **\$999** ~~\$1,499~~ Save \$500


19 **\$999** ~~\$1,499~~ SAVE \$500

20 COLOR: NARDO GRAY

21 **ADD TO CART**

22 THE ALPINE FAT TIRE EBIKE IS THE PERFECT ALL TERRAIN RIDE FOR ANY RIDER, NO MATTER WHERE YOU CHOOSE TO ROAM. WITH 4" WIDE FAT TIRES, ADJUSTABLE FRONT SUSPENSION, A SIZABLE BATTERY CAPACITY, AND SO MUCH MORE, THE ALPINE OFFERS FAST, COMFORTABLE, AND THRILLING RIDES - ALL AT AN UNBEATABLE PRICE

23 **FREE SHIPPING** | **2 YEAR WARRANTY** | **14 DAY RETURNS**

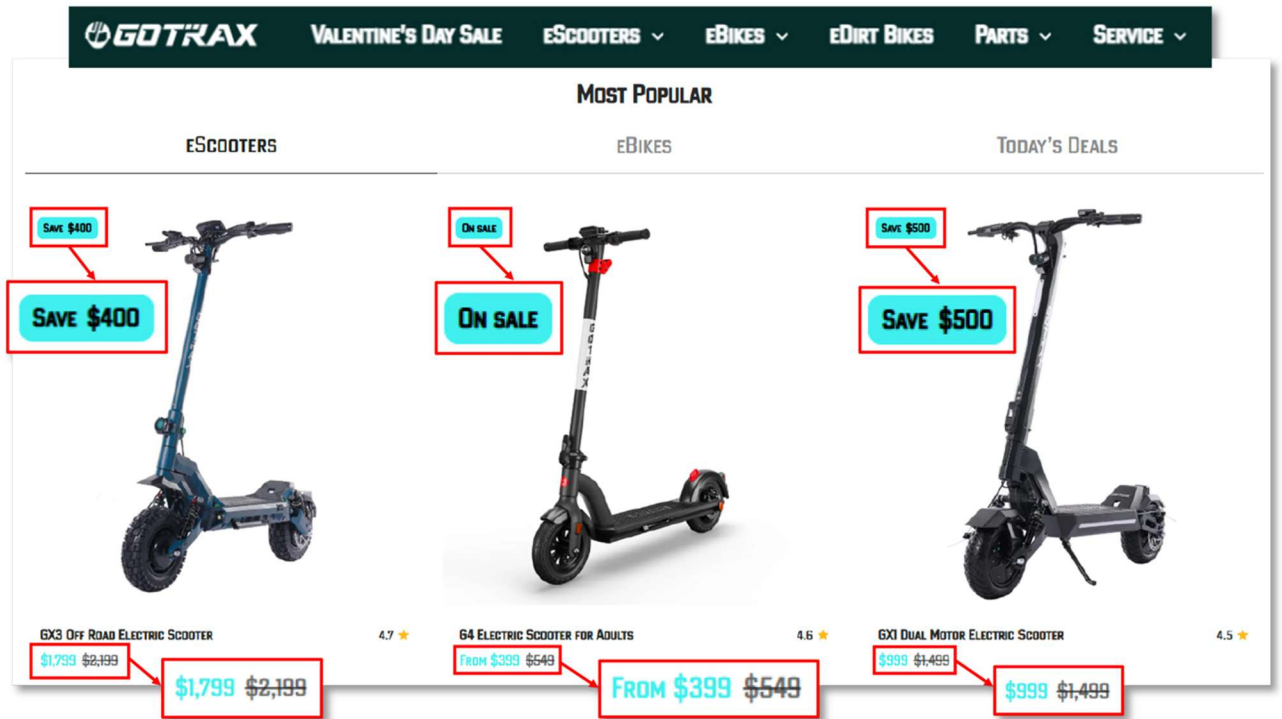


Captured August 19, 2025 (Product Page)

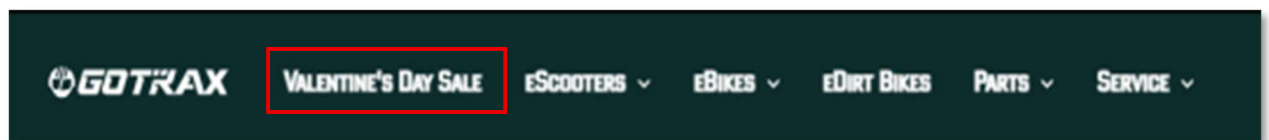
24 26. Defendant represents that the advertised promotions are time-limited and tied to

25 specific holidays or events, but in reality, they continue indefinitely. For example, on February 4,

26 2026, Defendant advertised a “Valentine’s Day Sale” offering substantial discounts:

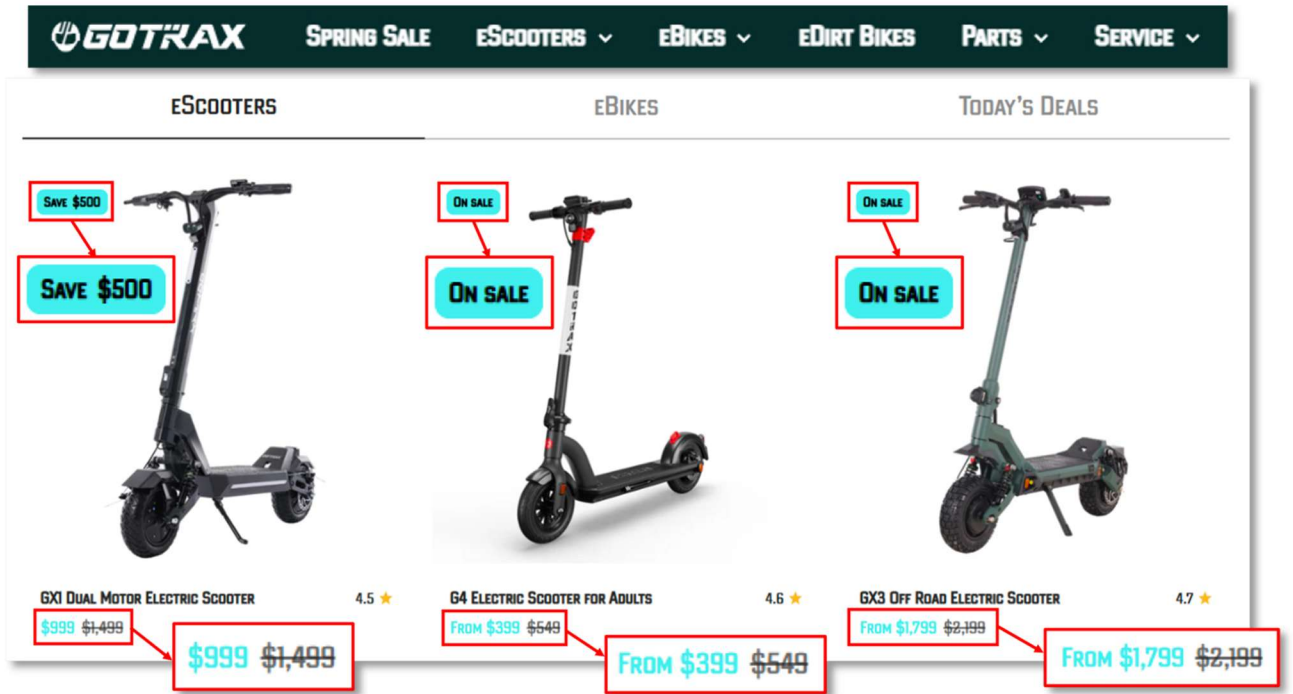


13 27. To reasonable consumers, this advertising meant that the sale was tied to, and would
14 end after, the Valentine’s Day holiday. In other words, reasonable consumers understood that the
15 advertised discounts were available during the holiday period, and that soon after the holiday period
16 ended, the discounts would be finished, and consumers would have to pay the purported regular
17 prices to purchase the Products. But, in truth, Defendant’s advertised sales do not end when the
18 underlying event or holiday ends, and instead are replaced with the same, or materially similar, sales.
19 For example, the above “Valentine’s Day Sale” did not end after Valentine’s Day on February 14.
20 Instead, the sale continued until February 18, 2026:



Captured February 18, 2026

28. And, on February 19, 2026, instead of Defendant’s Products being sold at the listed regular prices, as reasonable consumers would expect, Defendant simply replaced the “Valentine’s Day Sale” with a “Spring Sale,” offering materially similar discounts as the “Valentine’s Day Sale”:



29. Using these tactics, Defendant leads reasonable consumers to believe that Defendant’s sales are only available for a limited time, but, as shown above, they continue constantly, and are continuously replaced by similar sales. The list (or strikethrough) prices Defendant advertises are not actually Defendant’s regular prices, because Defendant’s Products are consistently available for less than that. The purported discounts Defendant advertises are not the true discounts a customer is receiving, and are often not a discount at all.

30. To better understand Defendant’s discounts, Plaintiff’s counsel performed an investigation of Defendant’s advertising practices using the Internet Archive’s Wayback Machine (available at www.archive.org).³ As part of this investigation, counsel, using the Wayback Machine, as well as contemporaneous screen captures, collected nearly daily screen captures of the first page of the eBikes page on Defendant’s website from February 2026 to May 2026 (as described below, Plaintiff made his purchase on or around April 10, 2026). All together, counsel collected screen

³ The Internet Archive, available at archive.org, is a library that archives web pages. <https://archive.org/about/>.

1 captures of the eBikes page on 72 days during this period, and in 100% of those screen captures, the
2 Product Plaintiff purchased, the Alpine Fat Tire eBike, was listed with a purportedly discounted
3 price (as were all other visible eBikes). In other words, on each of the 72 dates for which a screen
4 capture was collected, the Product Plaintiff purchased was advertised at a discount from the
5 purportedly regular price advertised on Defendant’s website.

6 31. Plaintiff’s counsel’s investigation also revealed that GoTrax’s other Products are
7 routinely on sale too. For example, using the Wayback Machine and contemporaneous screen
8 captures, Plaintiff’s counsel collected 86 screen captures of the first page of the eBikes page from
9 September 2024 to May 2026, and 91 screen captures of the first page of the eScooters page from
10 September 2024 to May 2026.⁴ A review of these 177 screenshots revealed that, during this period,
11 Defendant’s Products were constantly on sale. The sample screenshots all showed multiple Product
12 listings with purportedly discounted prices (and typically, all or nearly-all Products listed had
13 purportedly discounted prices). For example, on about 98% of the 86 dates for which screen captures
14 of the eBikes Page were collected, at least 90% of the visible Products were listed at a purported
15 discount from the listed regular price. And, for the eScooters page, on about 92% of the 91 reviewed
16 dates, at least 90% of the visible Products were listed at a purported discount from the listed regular
17 price.

18 32. Reasonable consumers do not realize the fake nature of the advertised sales. It is not
19 apparent from merely purchasing the Products, because the sales appear to be bona fide sales.
20 Consumers do not have any reason to go back to the website day after day to discover that there is
21 still a sale. And, even a consumer who occasionally checks the website would reasonably believe
22 that there happened to be another sale—especially when Defendant changes the names of its sales
23 despite offering the same or a similar discount. Discovering Defendant’s deception required an
24 extensive investigation and mining of internet archives, which revealed that the sales are not limited
25 in time as advertised, that the discounts are fake, and that the advertised regular prices are fake.

26 _____
27 ⁴ These screen captures include, for the eBikes page, and based on availability on the
28 Wayback Machine, 3 screen captures from 2024, 11 screen captures from 2025, and 72 screen
captures from 2026 (when contemporaneous screen captures could be collected). And, for the
eScooters page, they include 6 screen captures from 2024, 16 screen captures from 2025, and 69
screen captures from 2026 (when contemporaneous screen captures could be collected).

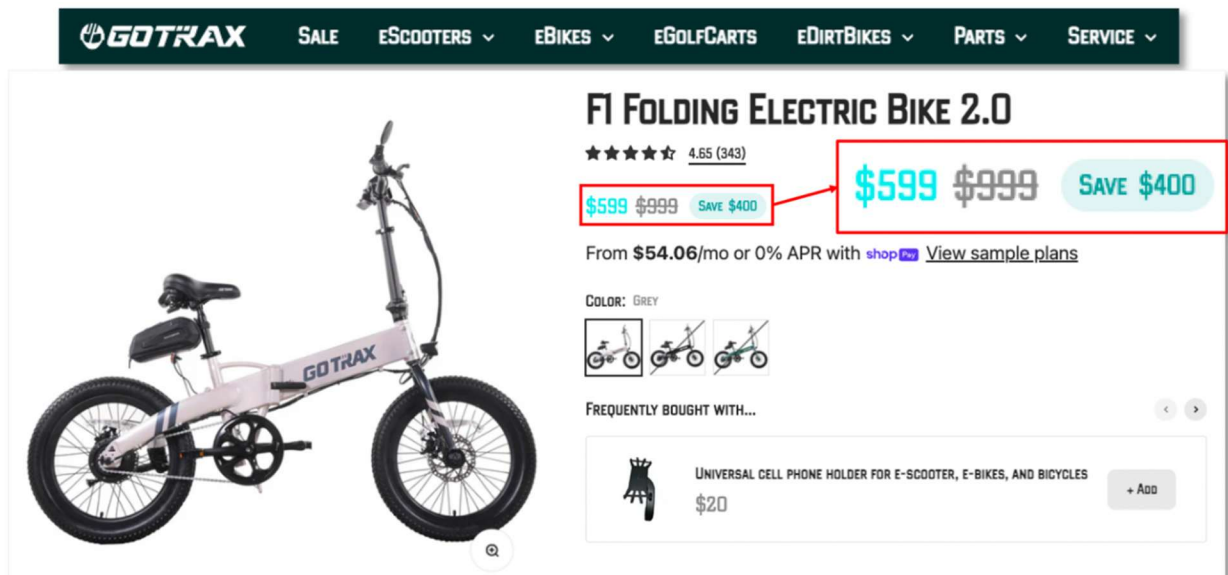
1 33. In addition to advertising “up to \$X” off or “\$X” off, Defendant’s website also lists
2 fake regular prices (that is, prices reflecting the regular price that a given Product regularly sells for
3 and the market value of that Product) and fake discounts throughout the purchasing process.

4 34. For example, on May 22, 2026, Defendant was running a “Memorial Day Sale”
5 promotion:



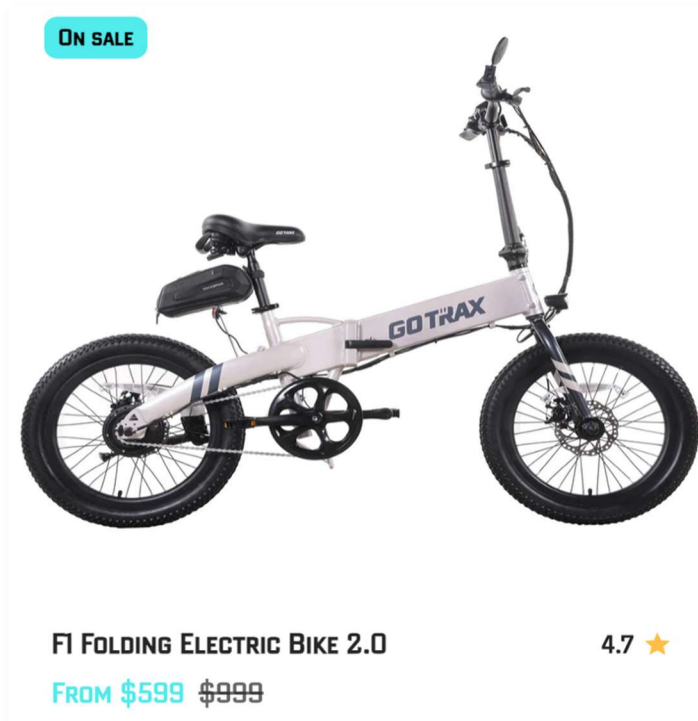
11 *Captured May 22, 2026*

12 35. On that day, Defendant’s website advertised the promotion and represented that,
13 pursuant to that promotion, consumers could, for example, purchase the GoTrax F1 Folding eBike
14 2.0 for \$400 off the regular price (“Save \$400”). The website represented that the Product had a
15 purported regular price of “\$999” (shown in strikethrough font), but was available, pursuant to the
16 advertised sale, for a discounted price of “\$599”:



27 *Captured May 22, 2026*

1 36. That same discount was advertised on Product category pages (the pages listing
2 Products in a particular category). For example, an excerpt of the eBikes page is depicted below, and
3 again shows that the F1 Folding eBike 2.0 was available for a discounted price:



16 *Captured May 22, 2026*

17 37. In truth, these representations are false and misleading. Indeed, the listed regular price
18 of \$999 for the F1 Folding eBike 2.0 that appeared on GoTrax's Product category page and
19 individual Product Page was not its regular price. Instead, the purported regular price was much
20 lower, because Defendant consistently offers steep discounts on its Products. In other words, because
21 of Defendant's routine promotions, consumers do not regularly have to pay \$999 to purchase the
22 Product, and instead consistently pay a far lower price. As a result, the advertised discount was not a
23 true discount, and consumers who purchased pursuant to the sale actually received a much lower
24 discount, or no discount at all.

25 38. Using the tactics described above, Defendant leads reasonable consumers to believe
26 that they will get a discount on the Products they are purchasing if they purchase during a temporary
27 promotion. In other words, it leads reasonable consumers to believe that if they buy now, they will
28 get a Product worth X at a discounted, lower price Y. This creates a sense of urgency: buy now, and

1 you will receive something worth more than you pay for it; wait, and you will pay more for the same
2 thing later.

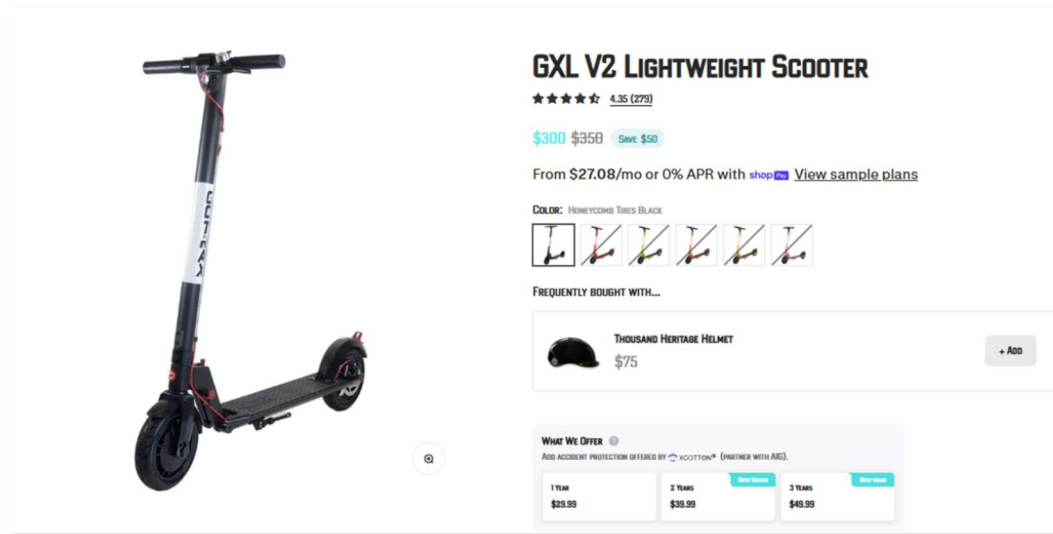
3 39. Based on Defendant's advertisements, reasonable consumers reasonably believe that
4 the list prices Defendant advertises are Defendant's regular prices and former prices (that is, the
5 prices at which the goods were sold on Defendant's website before the limited-time offer went into
6 effect). In other words, reasonable consumers reasonably believe that the list prices Defendant
7 advertises represent the amount that consumers formerly had to pay on Defendant's website for
8 Defendant's goods, before the sale began, and will again have to pay for Defendant's goods when
9 the sale ends. Said differently, reasonable consumers reasonably believe that, prior to the supposedly
10 temporary sale, and after the sale ends, consumers buying from Defendant on its website had to (or
11 will have to) pay the list price to get the item and did not (or will not) have the opportunity to get a
12 discount from that list price.

13 40. Reasonable consumers also reasonably believe that the list prices Defendant
14 advertises represent the true market value of the Products, and that they are receiving reductions
15 from the regular prices in the amounts advertised. In truth, however, Defendant consistently offers
16 discounts off the purported regular prices it advertises. As a result, everything about Defendant's
17 price and purported discount advertising is false. The list prices Defendant advertises are not actually
18 Defendant's regular or former prices. And, the list prices do not represent the true market value for
19 the Products, because Defendant's Products are routinely available for less than that on Defendant's
20 website, and customers did not have to formerly pay that amount to get those items. The purported
21 discounts Defendant advertises are not the true discount the customer is receiving, and are often not
22 a discount at all. Nor are the purported discounts limited-time—quite the opposite, they are
23 constantly available.

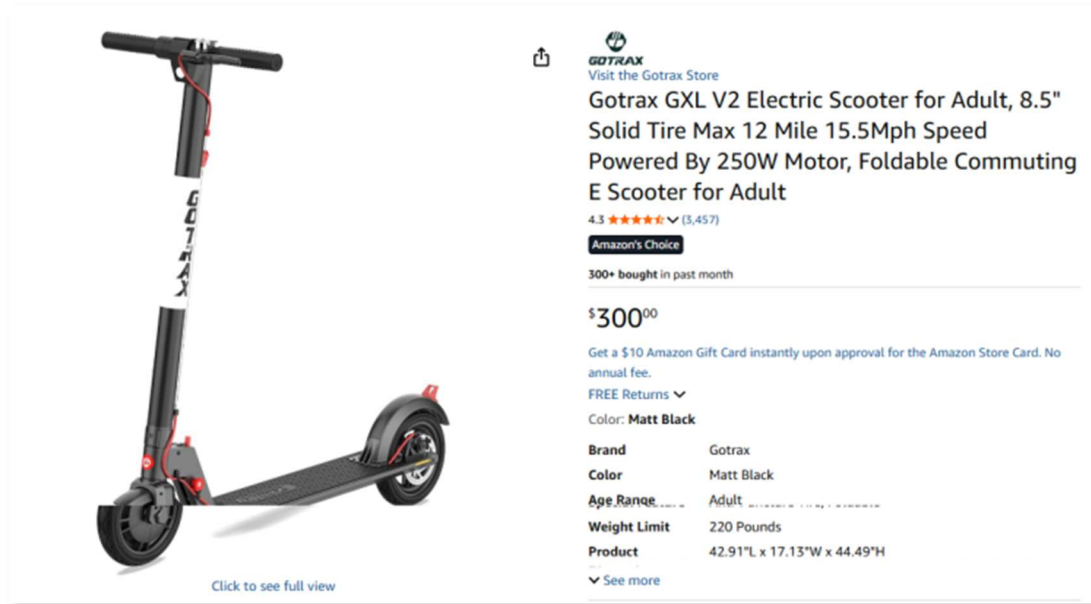
B. Defendant’s purported regular prices were not the prevailing prices during the 90 days immediately preceding Defendant’s advertisement of the purported discounts.

41. As explained above, Defendant sells its GoTrax Products through its website, www.gotrax.com. Some GoTrax Products are also available through third-party websites and retailers, including Amazon.com and Walmart.

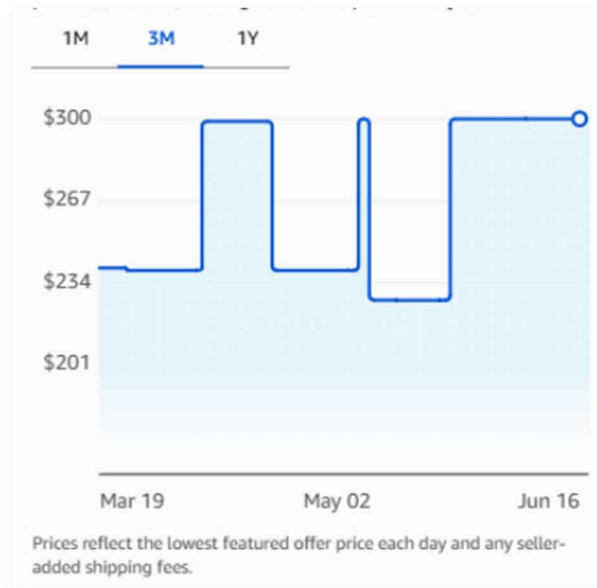
42. GoTrax Products are regularly available from third-party websites and retailers for prices well below Defendant’s listed regular prices. For example, on June 16, 2026, GoTrax advertised the GXL V2 Lightweight Scooter on its website with a purportedly discounted price of \$300 and a purported regular price of \$350 (meaning consumers who purchased on this day would purportedly “save \$50”):



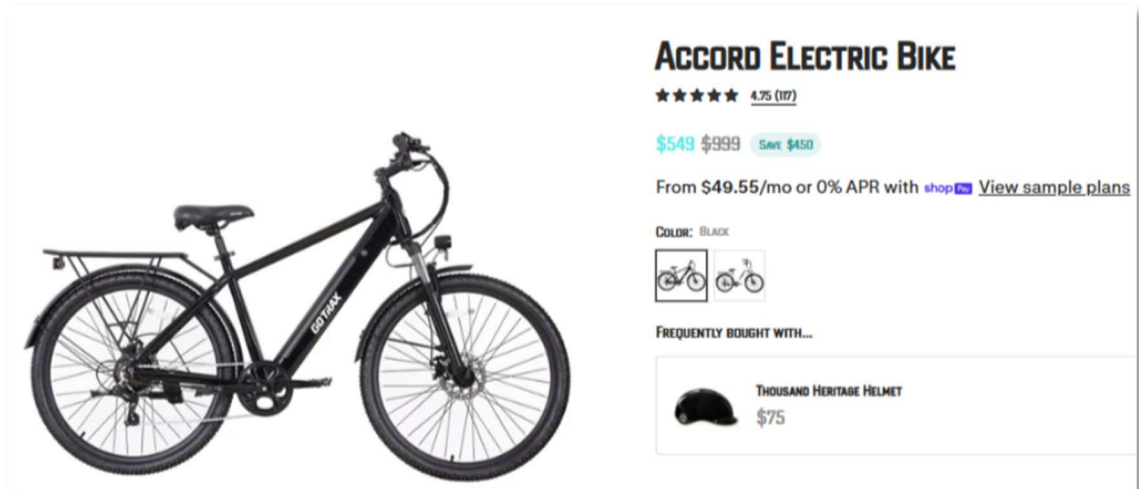
43. On the same day, the same Product was available on Amazon.com for \$300—the same price as Defendant’s purportedly discounted price, and far lower than the purported regular price that Defendant was advertising:



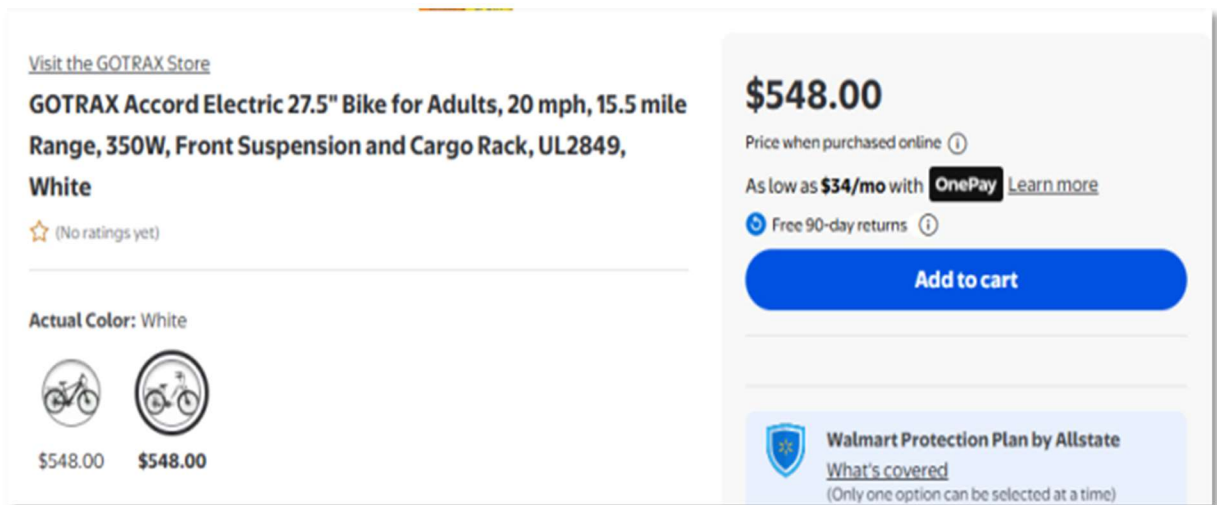
12 44. Plus, Amazon’s “price history” for the Product shows that, in the three months prior
13 to June 16, 2026, it was never sold for more than \$300—meaning it never sold for Defendant’s
14 purported regular price, and in fact never sold for more than the purportedly discounted price
15 advertised on Defendant’s website:



1 45. This trend is true on other third-party websites, too. For example, on June 16, 2026,
2 GoTrax advertised the Accord Electric Bike on its website with a purportedly discounted price of
3 \$549 and a purported regular price of \$999 (meaning consumers who purchased on this day would
4 purportedly “save \$450”):



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13 46. On the same day, the same Product was available on Walmart.com for \$548—one
14 dollar less than Defendant’s purportedly discounted price, and far lower than the purported regular
15 price that Defendant was advertising:
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25 47. This trend is not limited to these specific Products. As shown in the chart below,
26 Defendant’s Products are routinely sold by third-parties like Walmart near or below the purported
27 discount prices shown on Defendant’s website, rather than at the advertised regular prices:
28

Product	GoTrax's Advertised Regular Price (6/16/26)	GoTrax's Advertised Sale Price (6/16/26)	Walmart's Price (6/16/26)
Alpine Fat Tire eBike	\$1,499.00	\$999.00	\$999.99
F1 Folding Electric Bike 2.0	\$999.00	\$599.00	\$599.99
Fusion Electric Scooter	\$399.00	\$349.00	\$259.99

48. In short, as the above shows, Defendant's Products are regularly available from third-party websites and sellers for less than the purported regular prices that Defendant's website advertises. This is not surprising, as prices charged on third-party websites and by third-party retailers typically converge on Defendant's prices, especially since the Products are sold in an e-commerce market and Defendant, the manufacturer, sells the Products directly to consumers through its publicly available website.

49. Plus, GoTrax routinely sells its Products directly to consumers. For example, according to GoTrax's website, "[e]ach GOTRAX ride ships straight from [GoTrax's] warehouse to [the consumer]: there are no middlemen, and no hidden tacked-on fees, letting us bring you the best rides at the best prices."⁵ And if consumers are searching for a GoTrax Product, they will likely go to Defendant's website. For example, if a consumer Googles "GoTrax eBike," the first sponsored and unsponsored result leads to www.gotrax.com. Thus, based on this, the GoTrax Products appear to be most commonly sold on Defendant's website. This means that they are most commonly sold for the discounted prices available on Defendant's website.

⁵ <https://gotrax.com/pages/about-us-1>.

1 **C. Defendant’s advertisements are unfair, deceptive, and unlawful.**

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

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

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

13 53. In addition, the Federal Trade Commission’s regulations prohibit false or misleading
14 “former price comparisons,” for example, making up “an artificial, inflated price ... for the purpose
15 of enabling the subsequent offer of a large reduction” off that price. 16 C.F.R. § 233.1. They also
16 prohibit false or misleading “retail price comparisons” and “comparable value comparisons,” for
17 example ones that falsely suggest that the seller is “offer[ing] goods at prices lower than those being
18 charged by others for the same merchandise” when this is not the case. 16 C.F.R. § 233.2.

19 54. And finally, California’s Unfair Competition Law bans unlawful, unfair, and
20 deceptive business practices. *See* Cal. Bus. & Prof. Code § 17200.

21 55. Here, as described in detail above, Defendant makes untrue and misleading
22 statements about its prices. Defendant advertises regular prices that are not its true regular prices, or
23 its former prices, and were not the prevailing market prices in the three months immediately
24 preceding the advertisements. In addition, Defendant advertises goods or services with the intent not
25 to sell them as advertised, for example, by advertising goods having certain former prices and/or
26 market values without the intent to sell goods having those former prices and/or market values.
27 Defendant makes false or misleading statements of fact concerning the reasons for, existence of, and
28 amounts of price reductions, including the existence of steep discounts, and the amounts of price

1 reductions resulting from those discounts. And Defendant engages in unlawful, unfair, and deceptive
2 business practices.

3 **D. Defendant’s advertisements harm consumers.**

4 56. Based on Defendant’s advertisements, reasonable consumers would expect that the
5 list prices Defendant advertises are the regular prices at which Defendant usually sells its Products,
6 that these are former prices that Defendant sold its Products at before the time-limited discount was
7 introduced, and that they are the market values of the Products.

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

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

14 59. Consumers that are presented with discounts are substantially more likely to make the
15 purchase. “Nearly two-thirds of consumers surveyed admitted that a promotion or a coupon often
16 closes the deal, if they are wavering or are undecided on making a purchase.”⁶ And, “two-thirds of
17 consumers have made a purchase they weren’t originally planning to make solely based on finding a
18 coupon or discount,” while “80% [of consumers] said they feel encouraged to make a first-time
19 purchase with a brand that is new to them if they found an offer or discount.”⁷

20 60. Similarly, when consumers believe that an offer is expiring soon, the sense of
21 urgency makes them more likely to buy a product.⁸

22 61. Thus, Defendant’s false advertising harms consumers by depriving them of their
23 reasonable expectations. Moreover, Defendant’s advertisements harm consumers by inducing them
24 to make purchases based on false information. In addition, by this same mechanism, Defendant’s

25 ⁶ <https://www.invespro.com/blog/how-discounts-affect-online-consumer-buying-behavior/>.

26 ⁷ RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases Online,
27 Especially Among Millennial Buyers (prnewswire.com).

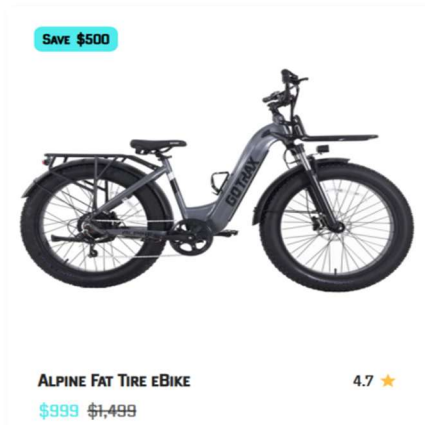
28 ⁸ <https://cxl.com/blog/creating-urgency/> (addition of a countdown timer increased conversion
rates from 3.4%-10%); Dynamic email content leads to 400% increase in conversions for Black
Friday email | Adestra (uplandsoftware.com) (400% higher conversation rate for ad with countdown
timer).

1 advertisements artificially increase consumer demand for Defendant's Products. This puts upward
2 pressure on the prices that Defendant can charge for its Products. As a result, Defendant can charge a
3 price premium for its Products, that it would not be able to charge absent the misrepresentations
4 described above. So, due to Defendant's misrepresentations, Plaintiff and the class paid more for the
5 Products they bought than they otherwise would have.

6 **E. Plaintiff was misled by Defendant's misrepresentations.**

7 62. On or around April 10, 2026, Mr. Castillo purchased a GoTrax Alpine Fat Tire eBike
8 from Defendant's website, www.gotrax.com, while living in Bakersfield, California. At the time he
9 made his purchase, Defendant's website advertised a substantial sale that impacted the price of the
10 Product Mr. Castillo purchased.

11 63. In the dates surrounding Mr. Castillo's purchase, Defendant consistently advertised a
12 substantial discount on the Product he purchased off of a purported regular price of \$1,499:

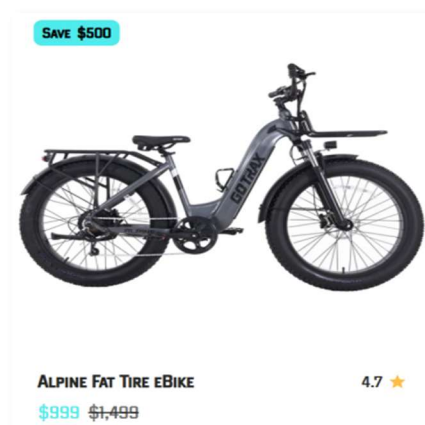


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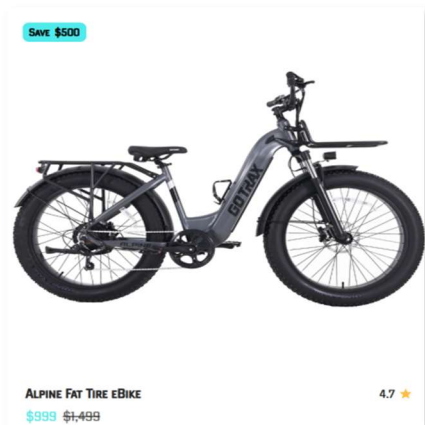
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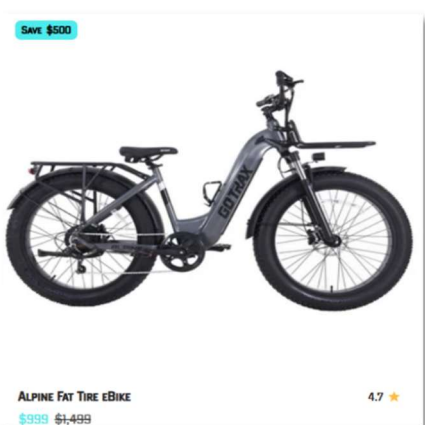
21 *Captured April 6, 2026*



22 *Captured April 8, 2026*



27 *Captured April 13, 2026*



Captured April 14, 2026

1 would not have made the purchase, at the price he paid, if he had known that the Product was not
2 discounted as advertised, and that he would not be receiving the advertised discount.

3 66. In truth, as explained above, GoTrax Products, including the Product that Plaintiff
4 purchased, are regularly available at a discount from the purported regular prices. In other words,
5 Defendant did not regularly sell the Product that Plaintiff purchased at the purported regular price,
6 and the Product was not discounted as advertised. Plus, the sales were not limited-time—
7 Defendant's Products are regularly on sale.

8 67. Plaintiff faces an imminent threat of future harm. He would purchase additional
9 GoTrax Products in the future if he could feel sure that Defendant's regular prices accurately
10 reflected Defendant's former prices and the market value of the Products, and that its discounts were
11 truthful. But without an injunction, Plaintiff has no realistic way to know which—if any—of
12 Defendant's regular prices, discounts, and sales are not false or deceptive. For example, while he
13 could watch Defendant's website for a sale on the day that it is supposed to end to see if the sale is
14 permanent, doing so could result in missing out on the sale (*e.g.*, if the sale is actually limited in
15 time, and not permanent). Accordingly, Plaintiff is unable to rely on Defendant's advertising in the
16 future, and so he cannot purchase Products that he would like to purchase.

17 **F. Defendant breached its contract with and warranties to Plaintiff and the**
18 **putative class.**

19 68. When Mr. Castillo, and other members of the putative class, purchased and paid for
20 the GoTrax Products they bought as described above, they accepted offers that Defendant made, and
21 thus, a contract was formed each time that they made purchases. Each offer was to provide Products
22 having a particular listed regular price and market value (equal to the list price shown in
23 strikethrough font), and to provide those Products with the discounts advertised on the website.

24 69. Defendant's advertisements on its website list the market value of the items that
25 Defendant promised to provide. Defendant agreed to provide a discount equal to the difference
26 between the regular prices, and the prices paid by Plaintiff and the putative class.

1 70. Defendant also warranted that the regular price and market value of the Product
2 Plaintiff purchased was the advertised list price and warranted that Plaintiff was receiving a specific
3 discount off of the Product's regular price.

4 71. The regular prices and market values of the items Mr. Castillo and putative class
5 members would receive, and the amount of the discounts they would be provided off the regular
6 prices of those items, were specific and material terms of the contracts. They were also affirmations
7 of fact about the Products and a promise relating to the goods.

8 72. Mr. Castillo and other members of the putative class performed their obligations
9 under the contracts by paying for the items they purchased.

10 73. Defendant breached its contracts by failing to provide Plaintiff and other members of
11 the putative class with Products that have a regular price and market value equal to the list price
12 displayed, and by failing to provide the specific discounts it promised. Defendant also breached
13 warranties for the same reasons.

14 **G. No adequate remedy at law.**

15 74. Plaintiff seeks damages and, in the alternative, restitution. Plaintiff is permitted to
16 seek equitable remedies in the alternative because he has no adequate remedy at law.

17 75. A legal remedy is not adequate if it is not as certain as an equitable remedy. The
18 elements of Plaintiff's equitable claims are different and do not require the same showings as
19 Plaintiff's legal claims. For example, Plaintiff's FAL claim under Section 17501 (an equitable claim)
20 is predicated on a specific statutory provision, which prohibits advertising merchandise using a
21 former price if that price was not the prevailing market price within the past three months. Cal. Bus.
22 & Prof. Code § 17501. Plaintiff may be able to prove these more straightforward factual elements,
23 and thus prevail under the FAL, while not being able to prove one or more elements of his legal
24 claims. As a second example, to obtain damages under the CLRA, a plaintiff must show that they
25 complied with the CLRA's notice requirement for damages. No such requirements exist to obtain
26 restitution. Because a plaintiff must make this additional showing to obtain damages, rather than
27 restitution, the legal remedies are more uncertain.

1 76. In addition, to obtain a full refund as damages, Plaintiff must show that the Product
2 he bought has essentially no market value. In contrast, Plaintiff can seek restitution without making
3 this showing. This is because Plaintiff purchased a Product that he would not otherwise have
4 purchased, but for Defendant’s representations. Obtaining a full refund at law is less certain than
5 obtaining a refund in equity.

6 77. Furthermore, the remedies at law available to Plaintiff are not equally prompt or
7 otherwise efficient. The need to schedule a jury trial may result in delay. And a jury trial will take
8 longer, and be more expensive, than a bench trial.

9 78. Finally, legal damages are inadequate to remedy the imminent threat of future harm
10 that Plaintiff faces. Only an injunction can remedy this threat of future harm. Plaintiff would
11 purchase or consider purchasing Products from Defendant again in the future if he could feel sure
12 that Defendant’s regular prices accurately reflected Defendant’s former prices and the market value
13 of the Products, and that its discounts were truthful. But without an injunction, Plaintiff has no
14 realistic way to know which—if any—of Defendant’s regular prices, discounts, and sales are not
15 false or deceptive. Thus, Plaintiff is unable to rely on Defendant’s advertising in the future, and so
16 cannot purchase GoTrax Products he would like to purchase.

17 **V. Class action allegations.**

18 79. Plaintiff brings the asserted claims on behalf of the proposed class (the “Class”) of:

- 19 • All persons who, while in the state of California and within the applicable statute of
20 limitations period, purchased one or more GoTrax Products advertised at a discount
21 on Defendant’s website.

22 80. The following people are excluded from the class: (1) any Judge or Magistrate Judge
23 presiding over this action and the members of their family; (2) Defendant, Defendant’s subsidiaries,
24 parents, successors, predecessors, and any entity in which the Defendant or its parents have a
25 controlling interest and their current employees, officers, and directors; (3) persons who properly
26 execute and file a timely request for exclusion from the class; (4) persons whose claims in this
27 matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiff’s counsel and
28

1 Defendant's counsel, and their experts and consultants; and (6) the legal representatives, successors,
2 and assigns of any such excluded persons.

3 ***Numerosity & Ascertainability***

4 81. The proposed class contains members so numerous that separate joinder of each
5 member of the class is impractical. There are tens or hundreds of thousands of class members.

6 82. Class members can be identified through Defendant's sales records and public notice.

7 ***Predominance of Common Questions***

8 83. There are questions of law and fact common to the proposed class. Common
9 questions of law and fact include, without limitation:

10 (1) whether Defendant made false or misleading statements of fact in its advertisements;

11 (2) whether Defendant violated California's consumer protection statutes;

12 (3) whether Defendant committed a breach of contract;

13 (4) whether Defendant committed a breach of an express warranty;

14 (5) damages needed to reasonably compensate Plaintiff and the proposed class.

15 ***Typicality & Adequacy***

16 84. Plaintiff's claims are typical of the proposed class. Like the proposed class, Plaintiff
17 purchased a GoTrax Product advertised at a discount from Defendant. There are no conflicts of
18 interest between Plaintiff and the class.

19 ***Superiority***

20 85. A class action is superior to all other available methods for the fair and efficient
21 adjudication of this litigation because individual litigation of each claim is impractical. It would be
22 unduly burdensome to have individual litigation of millions of individual claims in separate lawsuits,
23 every one of which would present the issues presented in this lawsuit.

24 **VI. Claims.**

25 **First Cause of Action:**

26 **Violation of California's False Advertising Law Bus. & Prof. Code §§ 17500 & 17501 et. seq.**

27 **(By Plaintiff and the Class)**

28 86. Plaintiff incorporates each and every factual allegation set forth above.

1 87. Plaintiff brings this cause of action on behalf of himself and members of the Class.

2 88. Defendant has violated sections 17500 and 17501 of the Business and Professions
3 Code.

4 89. Defendant has violated, and continues to violate, section 17500 of the Business and
5 Professions Code by disseminating untrue and misleading advertisements to Plaintiff and class
6 members.

7 90. As alleged more fully above, Defendant advertises former prices along with
8 discounts. Defendant does this, for example, by crossing out a higher price (*e.g.*, ~~\$1,499~~) and
9 displaying it next to a lower, discounted price. Reasonable consumers understand prices advertised
10 in strikethrough font from which temporary discounts are calculated to denote “former” prices (*i.e.*,
11 the prices that Defendant charged before the discount went into effect.).

12 91. The list prices advertised by Defendant are not Defendant’s regular prices. Those
13 prices are not Defendant’s regular prices (*i.e.*, the price you usually have to pay to get the Product in
14 question), because there is consistently a heavily-advertised promotion ongoing entitling consumers
15 to a discount. Moreover, for the same reasons, those prices were not the former prices of the
16 Products. Accordingly, Defendant’s statements about the former prices of its Products, and its
17 statements about its discounts from those former prices, were untrue and misleading. In addition,
18 Defendant’s statements that its discounts are limited in time are false and misleading too.

19 92. In addition, Defendant has violated, and continues to violate, section 17501 of the
20 Business and Professions Code by advertising former prices that were not the prevailing market
21 prices within three months next immediately preceding the advertising. As explained above,
22 Defendant’s advertised list prices, which reasonable consumers would understand to denote former
23 prices, were not the prevailing market prices for the Products within three months preceding
24 publication of the advertisements. And Defendant’s former price advertisements do not state clearly,
25 exactly, and conspicuously when, if ever, the former prices prevailed. Defendant’s advertisements do
26 not indicate whether or when the purported former prices were offered at all.

1 93. Defendant’s misrepresentations were intended to induce reliance, and Plaintiff saw,
2 read, and reasonably relied on the statements when purchasing the GoTrax Product. Defendant’s
3 misrepresentations were a substantial factor in Plaintiff’s purchase decision.

4 94. In addition, class-wide reliance can be inferred because Defendant’s
5 misrepresentations were material (i.e., a reasonable consumer would consider them important in
6 deciding whether to buy the GoTrax Products).

7 95. Defendant’s misrepresentations were a substantial factor and proximate cause in
8 causing damages and losses to Plaintiff and the Class.

9 96. Plaintiff and the Class were injured as a direct and proximate result of Defendant’s
10 conduct because (a) they would not have purchased GoTrax Products if they had known the truth,
11 (b) they overpaid for the Products because the Products were sold at a price premium due to the
12 misrepresentation, and/or (c) they did not receive the discounts they were promised, and received
13 Products with market values lower than the promised market values.

14 97. For the claims under California’s False Advertising Law, Plaintiff seeks all available
15 equitable relief, including injunctive relief, disgorgement, and restitution in the form of a full refund
16 and/or measured by the price premium charged to Plaintiff and the Class as a result of Defendant’s
17 unlawful conduct.

18 **Second Cause of Action:**

19 **Violation of California’s Consumers Legal Remedies Act**

20 **(by Plaintiff and the Class)**

21 98. Plaintiff incorporates each and every factual allegation set forth above.

22 99. Plaintiff brings this cause of action on behalf of himself and members of the Class.

23 100. Plaintiff and the Class are “consumers,” as the term is defined by California Civil
24 Code § 1761(d).

25 101. Plaintiff and the Class have engaged in “transactions” with Defendant as that term is
26 defined by California Civil Code § 1761(e).

27 102. The conduct alleged in this Complaint constitutes unfair methods of competition and
28 unfair and deceptive acts and practices for the purpose of the CLRA, and the conduct was

1 undertaken by Defendant in transactions intended to result in, and which did result in, the sale of
2 goods to consumers.

3 103. As alleged more fully above, Defendant made and disseminated untrue and
4 misleading statements of facts in its advertisements to class members. Defendant did this by using
5 fake regular prices, i.e., prices that are not the regular or prevailing prices, and by advertising fake
6 discounts.

7 104. Defendant violated, and continues to violate, section 1770 of the California Civil
8 Code.

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

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

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

23 108. Defendant’s representations were likely to deceive, and did deceive, Plaintiff and
24 reasonable consumers. Defendant knew, or should have known through the exercise of reasonable
25 care, that these statements were inaccurate and misleading.

26 109. Defendant’s misrepresentations were intended to induce reliance, and Plaintiff saw,
27 read, and reasonably relied on them when purchasing GoTrax Products. Defendant’s
28 misrepresentations were a substantial factor in Plaintiff’s purchase decision.

1 110. In addition, class-wide reliance can be inferred because Defendant's
2 misrepresentations were material, i.e., a reasonable consumer would consider them important in
3 deciding whether to buy the GoTrax Products.

4 111. Defendant's misrepresentations were a substantial factor and proximate cause in
5 causing damages and losses to Plaintiff and the Class.

6 112. Plaintiff and the Class were injured as a direct and proximate result of Defendant's
7 conduct because (a) they would not have purchased GoTrax Products if they had known the
8 discounts and/or regular prices were not real, (b) they overpaid for the Products because the Products
9 were sold at a price premium due to the misrepresentation, and/or (c) they did not receive the
10 discounts they were promised, and received products with market values lower than the promised
11 market values.

12 113. Accordingly, pursuant to California Civil Code § 1780(a)(2), Mr. Castillo, on behalf
13 of himself and all other members of the Class, seeks injunctive relief.

14 114. CLRA § 1782 NOTICE. CLRA demand letters were sent to Defendant's Texas
15 headquarters¹⁰ and California registered agent on June 11, 2026 and June 17, 2026, via certified mail
16 (return receipt requested). The letters provided notice of Defendant's violations of the CLRA and
17 demanded that Defendant correct the unlawful, unfair, false and/or deceptive practices alleged here.
18 Defendant does not have a California headquarters. If Defendant does not fully correct the problem
19 for Plaintiff and for each member of the class within 30 days of receipt, Plaintiff and the class will
20 seek all monetary relief allowed under the CLRA.

21 115. A CLRA venue declaration is attached.

22 **Third Cause of Action:**

23 **Violation of California's Unfair Competition Law**

24 **(by Plaintiff and the Class)**

25 116. Plaintiff incorporates each and every factual allegation set forth above.

26 117. Plaintiff brings this cause of action on behalf of himself and members of the Class.

27
28

¹⁰ Defendant lists different addresses with the California and Texas secretaries of state.
Plaintiff sent demand letters to both.

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

3 ***The Unlawful Prong***

4 119. Defendant engaged in unlawful conduct by violating the CLRA and FAL, as alleged
5 above and incorporated here. In addition, Defendant engaged in unlawful conduct by violating the
6 FTCA. The FTCA prohibits “unfair or deceptive acts or practices in or affecting commerce” and
7 prohibits the dissemination of false advertisements. 15 U.S.C. § 45(a)(1), 15 U.S.C. § 52(a). As the
8 FTC’s regulations make clear, Defendant’s false pricing schemes violate the FTCA. 16 C.F.R.
9 § 233.1, 16 C.F.R. § 233.2.

10 ***The Deceptive Prong***

11 120. As alleged in detail above, Defendant’s representations that its Products were on sale,
12 that the sale was limited in time, that the Products had a specific regular price, and that the customers
13 were receiving discounts were false and misleading.

14 121. Defendant’s representations were misleading to Plaintiff and other reasonable
15 consumers.

16 122. Plaintiff relied upon Defendant’s misleading representations and omissions, as
17 detailed above.

18 ***The Unfair Prong***

19 123. As alleged in detail above, Defendant committed “unfair” acts by falsely advertising
20 that its Products were on sale, that the sales were limited in time, that the Products had a specific
21 regular prices, and that the customers were receiving specific discounts.

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

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

1 126. Plaintiff and the Class could not have reasonably avoided this injury. As alleged
2 above, Defendant's representations were deceptive to reasonable consumers like Plaintiff.

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

5 * * *

6 128. For all prongs, Defendant's representations were intended to induce reliance, and
7 Plaintiff saw, read, and reasonably relied on them when purchasing the GoTrax Product. Defendant's
8 representations were a substantial factor in Plaintiff's purchase decision.

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

12 130. Defendant's representations were a substantial factor and proximate cause in causing
13 damages and losses to Plaintiff and the class members.

14 131. Plaintiff and the Class were injured as a direct and proximate result of Defendant's
15 conduct because (a) they would not have purchased the Products if they had known the discounts
16 and/or regular prices were not real, (b) they overpaid for the Products because the Products were
17 sold at a price premium due to the misrepresentation, and/or (c) they did not receive the discounts
18 they were promised, and received products with market values lower than the promised market
19 values.

20 132. For the claims under California's Unfair Competition Law, Plaintiff seeks all
21 available equitable relief, including injunctive relief, disgorgement, and restitution in the form of a
22 full refund and/or measured by the price premium charged to Plaintiff and the Class as a result of
23 Defendant's unlawful conduct.

24 **Fourth Cause of Action:**

25 **Breach of Contract**

26 **(by Plaintiff and the Class)**

27 133. Plaintiff incorporates each and every factual allegation set forth above.

28 134. Plaintiff brings this cause of action on behalf of himself and the Class.

1 135. Plaintiff and class members entered into contracts with Defendant when they placed
2 orders to purchase Defendant's Products.

3 136. The contracts provided that Plaintiff and class members would pay Defendant for the
4 Products purchased.

5 137. The contracts further required that Defendant provide Plaintiff and class members
6 with Products that have a market value equal to the advertised list prices displayed on the website.
7 They also required that Defendant provide Plaintiff and class members with the discount advertised.
8 These were specific and material terms of the contract.

9 138. The specific discounts (off of Defendant's regular prices) were a specific and material
10 term of each contract, and were displayed to Plaintiff and class members at the time they placed their
11 orders.

12 139. Plaintiff and class members paid Defendant for the Products they purchased, and
13 satisfied all other conditions of their contracts.

14 140. Defendant breached its contracts with Plaintiff and class members by failing to
15 provide Products that had a market value equal to the list price, and by failing to provide the
16 promised discount off of the regular price. GoTrax did not provide the discount that it had promised.

17 141. Plaintiff provided Defendant with notice of this breach of contract, by mailing notice
18 letters to Defendant's headquarters¹¹ and registered California agent on June 11, 2026 and June 17,
19 2026.

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

23 143. For the breach of contract claims, Plaintiff seeks all damages available, including
24 expectation damages and/or damages measured by the price premium charged to Plaintiff and the
25 other class members as a result of Defendant's unlawful conduct.

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27
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¹¹ Defendant lists different addresses with the California and Texas secretaries of state. Plaintiff sent demand letters to both.

Fifth Cause of Action:

Breach of Express Warranty

(by Plaintiff and the Class)

144. Plaintiff incorporates each and every factual allegation set forth above.

145. Plaintiff brings this cause of action on behalf of himself and the Class.

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

147. This warranty was part of the basis of the bargain and Plaintiff and members of the Class relied on this warranty.

148. In fact, the GoTrax Products' stated list prices were not the prevailing or market values. Thus, the warranty was breached.

149. Plaintiff provided Defendant with notice of this breach of warranty, by mailing notice letters to Defendant's headquarters¹² and registered California agent, on June 11, 2026 and June 17, 2026.

150. Plaintiff and the Class 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, (b) they overpaid for the Products because the Products were sold at a price premium due to the warranty, and/or (c) they did not receive the Products as warranted that they were promised.

151. For the breach of express warranty claims, Plaintiff seeks all damages available, including expectation damages and/or damages measured by the price premium charged to Plaintiff and the other class members as a result of Defendant's unlawful conduct.

¹² Defendant lists different addresses with the California and Texas secretaries of state. Plaintiff sent demand letters to both.

Sixth Cause of Action:

Quasi-Contract/Unjust Enrichment

(by Plaintiff and the Class)

152. Plaintiff incorporates each and every factual allegation in paragraphs 1-67, 74-78 above.

153. Plaintiff brings this cause of action in the alternative to his Breach of Contract and Breach of Warranty claims (Counts Four and Five) on behalf of himself and the Class.

154. As alleged in detail above, Defendant's false and misleading advertising caused Plaintiff and the Class to purchase Defendant's Products and to pay a price premium for these Products.

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

156. (In the alternative only), due to Defendant's misrepresentations, its contracts with Plaintiff and other class members are void or voidable.

157. Plaintiff and the Class seek restitution, and in the alternative, rescission.

158. For the quasi-contract/unjust enrichment claims, Plaintiff seeks all available equitable relief, including injunctive relief, disgorgement, and restitution in the form of a full refund and/or measured by the price premium charged to Plaintiff and the Class as a result of Defendant's unlawful conduct.

Seventh Cause of Action:

Negligent Misrepresentation

(by Plaintiff and the Class)

159. Plaintiff incorporates each and every factual allegation set forth above.

160. Plaintiff brings this cause of action on behalf of himself and members of the Class.

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

162. These representations were false.

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

4 164. Defendant intended that Plaintiff and class members rely on these representations and
5 Plaintiff and class members read and reasonably relied on them.

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

9 166. Defendant's misrepresentations were a substantial factor and proximate cause in
10 causing damages and losses to Plaintiff and class members.

11 167. Plaintiff and the Class were injured as a direct and proximate result of Defendant's
12 conduct because (a) they would not have purchased the Products if they had known that the
13 representations were false, (b) they overpaid for the Products because the Products were sold at a
14 price premium due to the misrepresentation, and/or (c) they did not receive the discounts they were
15 promised, and received Products with market values lower than the promised market values.

16 168. For the negligent misrepresentation claims, Plaintiff seeks all damages available,
17 including expectation damages, punitive damages, and/or damages measured by the price premium
18 charged to Plaintiff and the Class as a result of Defendant's unlawful conduct.

19 **Eighth Cause of Action:**

20 **Intentional Misrepresentation**

21 **(by Plaintiff and the Class)**

22 169. Plaintiff incorporates each and every factual allegation set forth above.

23 170. Plaintiff brings this cause of action on behalf of himself and members of the Class.

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

27 172. These representations were false.
28

1 173. When Defendant made these misrepresentations, it knew that they were false at the
2 time that it made them and/or acted recklessly in making the misrepresentations.

3 174. Defendant intended that Plaintiff and class members rely on these representations and
4 Plaintiff and class members read and reasonably relied on them.

5 175. In addition, class-wide reliance can be inferred because Defendant's
6 misrepresentations were material, i.e., a reasonable consumer would consider them important in
7 deciding whether to buy the GoTrax Products.

8 176. Defendant's misrepresentations were a substantial factor and proximate cause in
9 causing damages and losses to Plaintiff and class members.

10 177. Plaintiff and the Class were injured as a direct and proximate result of Defendant's
11 conduct because (a) they would not have purchased the Products if they had known that the
12 representations were false, (b) they overpaid for the Products because the Products were sold at a
13 price premium due to the misrepresentation, and/or (c) they did not receive the discounts they were
14 promised, and received Products with market values lower than the promised market values.

15 178. For the intentional misrepresentation claims, Plaintiff seeks all damages available,
16 including expectation damages, punitive damages, and/or damages measured by the price premium
17 charged to Plaintiff and the Class as a result of Defendant's unlawful conduct.

18 **VII. Relief.**

19 179. Plaintiff seeks the following relief for himself and the proposed Class:

- 20 • An order certifying the asserted claims, or issues raised, as a class action;
- 21 • A judgment in favor of Plaintiff and the proposed Class;
- 22 • Damages, treble damages, and punitive damages where applicable;
- 23 • Restitution;
- 24 • Disgorgement, and other just equitable relief;
- 25 • Pre- and post-judgment interest;
- 26 • An injunction prohibiting Defendant's deceptive conduct, as allowed by law;
- 27 • Reasonable attorneys' fees and costs, as allowed by law;
- 28 • Any additional relief that the Court deems reasonable and just.

1 **VIII. Demand for Jury Trial.**

2 180. Plaintiff demands the right to a jury trial on all claims so triable.

3
4 Dated: June 24, 2026

Respectfully submitted,

5 By: /s/ Grace Bennett

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