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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MARIA HUSSER-MEJIA, individually and on behalf of all others similarly situated,

Plaintiff,

v.

ELECTROLUX CONSUMER PRODUCTS, INC.,

Defendant.

Case No. 5:26-cv-06126

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

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I. Introduction.

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

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

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

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

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

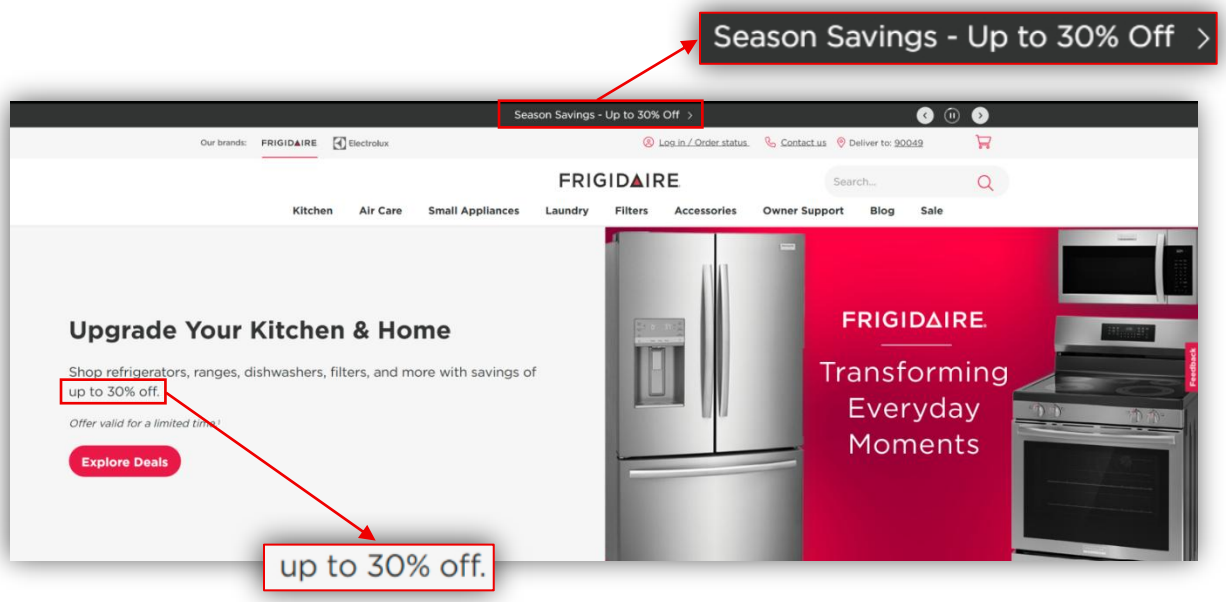
6. Moreover, the Federal Trade Commission's regulations prohibit false or misleading "former price comparisons," for example, making up "an artificial, inflated price … for the purpose of enabling the subsequent offer of a large reduction" off that price. 16 C.F.R. § 233.1. They also prohibit false or misleading "retail price comparisons"

and "comparable value comparisons," for example, ones that falsely suggest that the seller is "offer[ing] goods at prices lower than those being charged by others for the same merchandise" when this is not the case. 16 C.F.R. § 233.2.

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

8. Defendant Electrolux Consumer Products, Inc. (formerly Electrolux Home Products, Inc.)[1] ("Electrolux" or "Defendant") makes, markets, and sells Frigidaire-branded home appliances, including refrigerators, freezers, ovens, ranges, dishwashers, microwaves, cooktops, air conditioners, washers, and dryers (the "Frigidaire Products," "Appliance Products," or "Products"). Defendant sells the Products online through Defendant's website, www.frigidaire.com (the "Frigidaire Website").

9. On its website, Defendant advertises substantial discounts off of its Appliance Products, including on its home page. Examples are shown below:



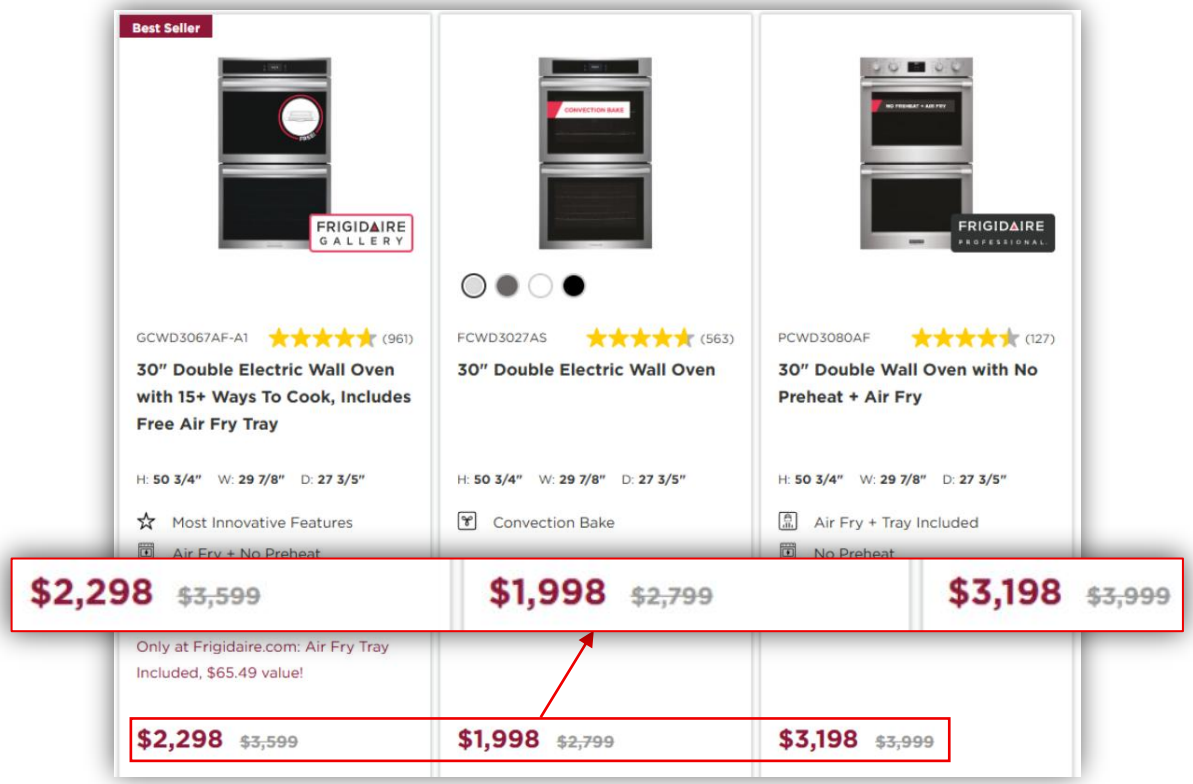
Captured September 17, 2026

[1] Defendant was formerly known as Electrolux Home Products, Inc. Following a corporate restructuring, Electrolux Home Products, Inc. no longer exists.

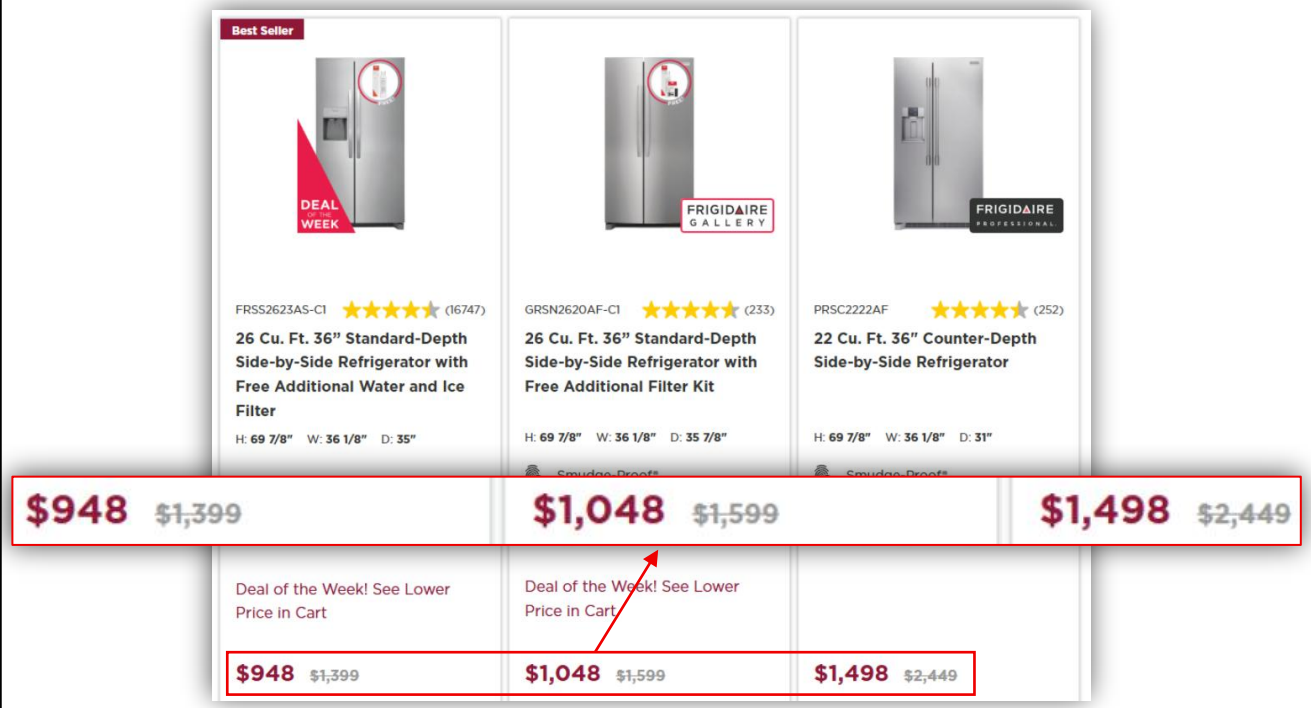


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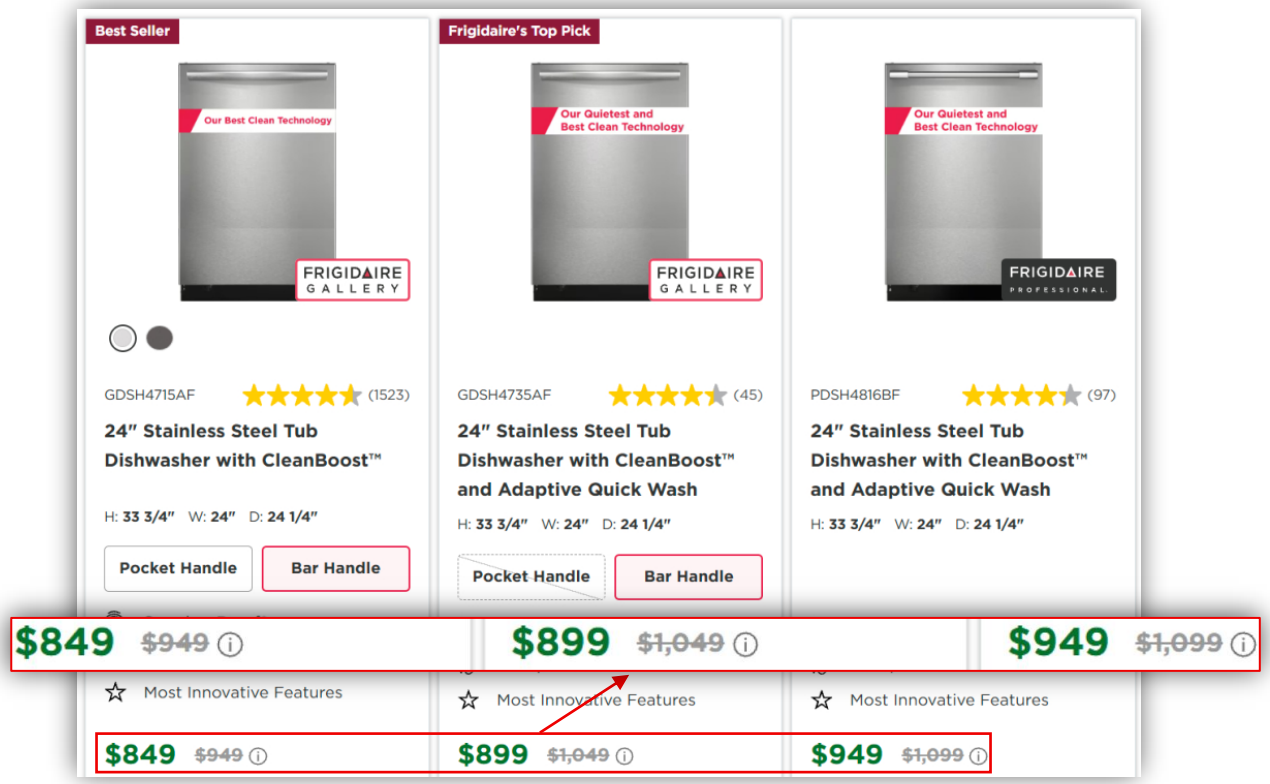
10. Defendant also advertises its sales on product category pages (e.g. the "Refrigerators" or "Microwaves" pages), on individual product pages, during checkout, and elsewhere on its website. For example, Defendant includes the purported sale prices in a bold, colorful font (e.g., **$1,249.00** or **$1,249.00**) next to the purported regular price shown in a strikethrough gray font (e.g., ~~$1,599.00~~). Defendant also often includes a representation in colorful font that consumers will "Save $X" by purchasing the product (e.g. "Save $350.00") or get "Up to X% off." Defendant also allows consumers to sort products on its site by "Biggest Savings," which leads those products to appear on the page in an order determined by the size of the difference between their purported sale and regular prices. Examples are included below:



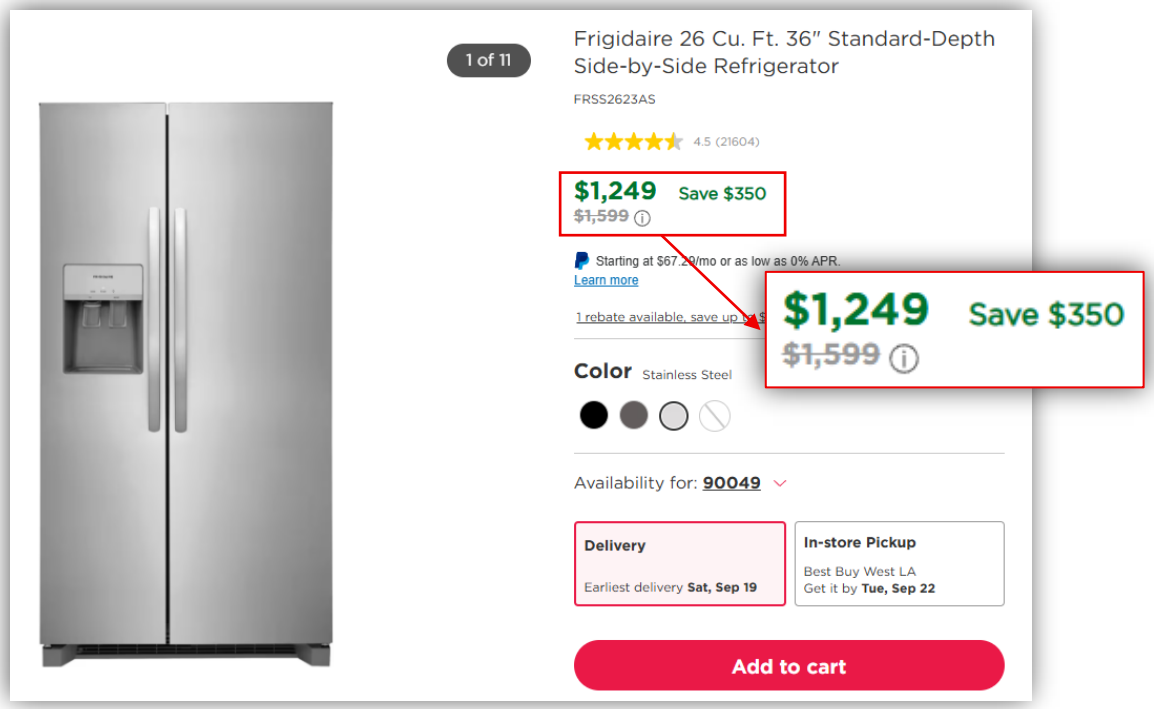
Captured August 1, 2025



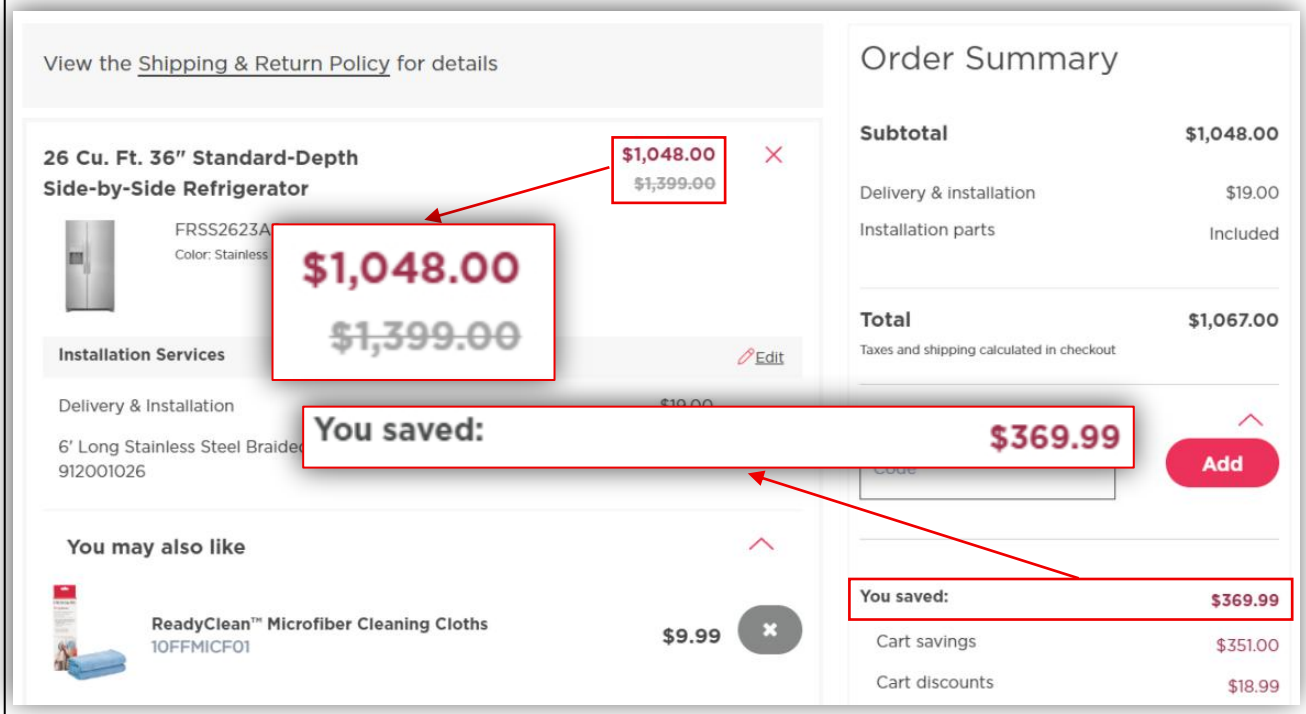
Captured June 23, 2025



Captured September 18, 2026



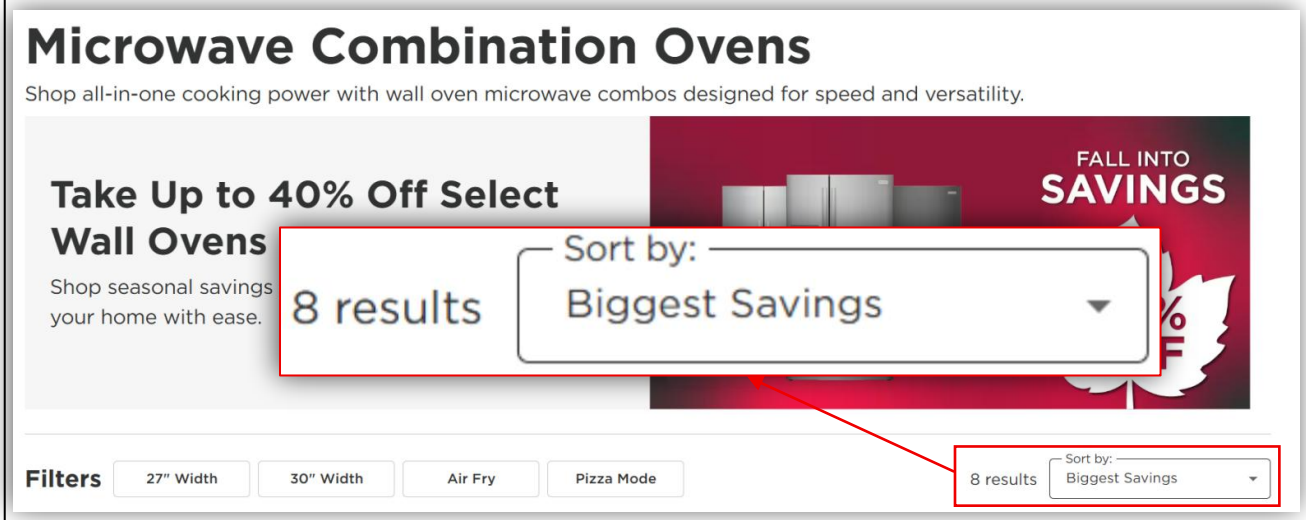
Captured September 24, 2026



Captured June 16, 2025



Captured October 3, 2026



Captured October 3, 2026

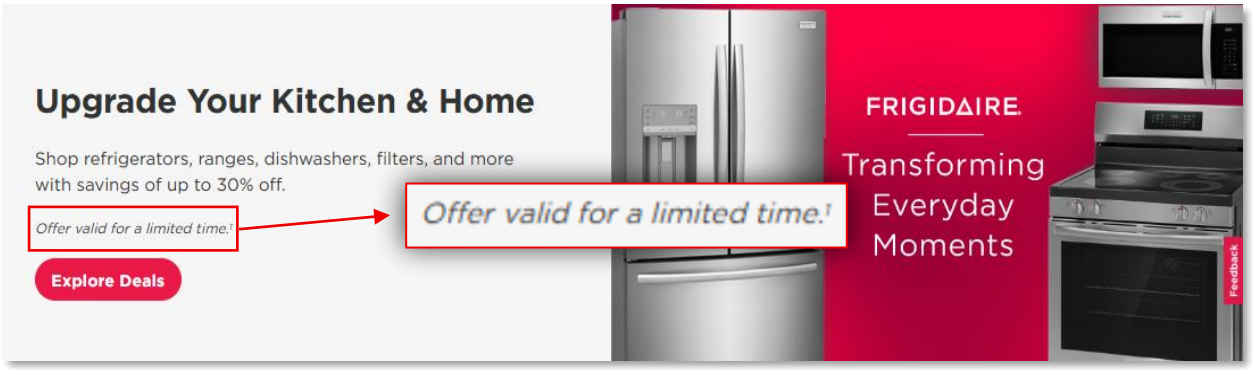
11. Defendant also attempts to add a sense of urgency by advertising that its sales are "[l]imited time only" or will expire on a certain date. For example:



Captured June 18, 2025



Captured June 23, 2025



Captured September 29, 2026

12. But when the purportedly time-limited sales end, Defendant's prices do not return to the listed regular prices. Instead, the sales are simply replaced with a different, but substantially similar, new sale. In other words, Defendant's Appliance Products are routinely on sale pursuant to some offered promotion.

13. As a result, Defendant does not regularly sell its Products for the listed regular strikethrough prices. In other words, the list prices Defendant advertises are not actually Defendant's regular prices, because, pursuant to Defendant's advertised sales, Defendant's Appliance Products are almost always available for less than them.

14. As described in greater detail below, Ms. Husser-Mejia bought a 24" Stainless Steel Dishwasher from Defendant through its website, www.frigidaire.com. And she also bought a Frigidaire 26 Cu. Ft. 36" Standard-Depth Side-by-Side Refrigerator from Defendant through its website, www.frigidaire.com (per her order confirmation email, she also received a "free" PurePour™ Water and Ice Refrigerator

Filter PWF-1™ with her purchase). In each instance, Defendant represented that the Products Ms. Husser-Mejia purchased were being offered at a discount from the purported regular prices that Defendant advertised. And based on Defendant's representations, Ms. Husser-Mejia believed that she was purchasing Products that had regular prices and market values equal to the purported list prices that Defendant advertised, and that she was receiving specific and substantial discounts. These reasonable beliefs are what caused Ms. Husser-Mejia to buy from Defendant when she did.

15. The representations Ms. Husser-Mejia relied on, however, were not true. The purported regular prices were not the true regular prices that Defendant sells its Products for, and the purported discounts were not true discounts. Had Defendant been truthful, Ms. Husser-Mejia and other consumers like her would not have purchased Defendant's Products, or would have paid less for them.

16. Plaintiff brings this case for herself and the other California residents who purchased Frigidaire Appliance Products from Defendant, advertised at a purported discount.

II. Parties.

17. Plaintiff Maria Husser-Mejia is domiciled in Bloomington, CA.

18. The proposed class includes citizens of California.

19. Defendant Electrolux Consumer Products, Inc. (formerly Electrolux Home Products, Inc.) is a Delaware corporation with its principal place of business in Charlotte, North Carolina.

III. Jurisdiction and Venue.

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

21. The Court has personal jurisdiction over Defendant because Defendant sold Frigidaire Products to consumers in California, including to Plaintiff.

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

IV. Facts.

A. Defendant's fake sales and discounts.

23. Defendant Electrolux makes, markets, and sells Frigidaire-branded home appliances, including refrigerators, freezers, ovens, ranges, dishwashers, microwaves, cooktops, air conditioners, washers, and dryers. Defendant sells the Appliance Products directly to consumers online, through its website, www.frigidaire.com.

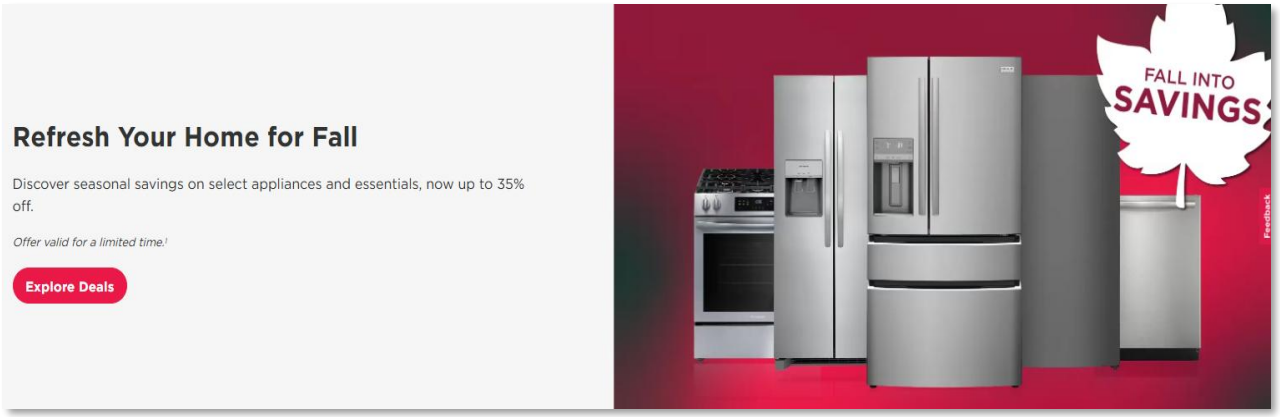
24. On its website, Defendant creates the false impression that its Products' regular prices are higher than they truly are.

25. At any given time, Defendant's website advertises substantial discounts on its Products, including on the home page, on product category pages, on individual product pages, and during checkout. Defendant advertises the Appliance Products with purported discount prices alongside the purported regular prices for the Product. The purported regular prices are routinely shown in strikethrough font. The website also regularly includes representations in colorful font that consumers will "Save $X" or get "X% Off" by purchasing a given Product. Example screenshots are provided on the following pages:

Home Page

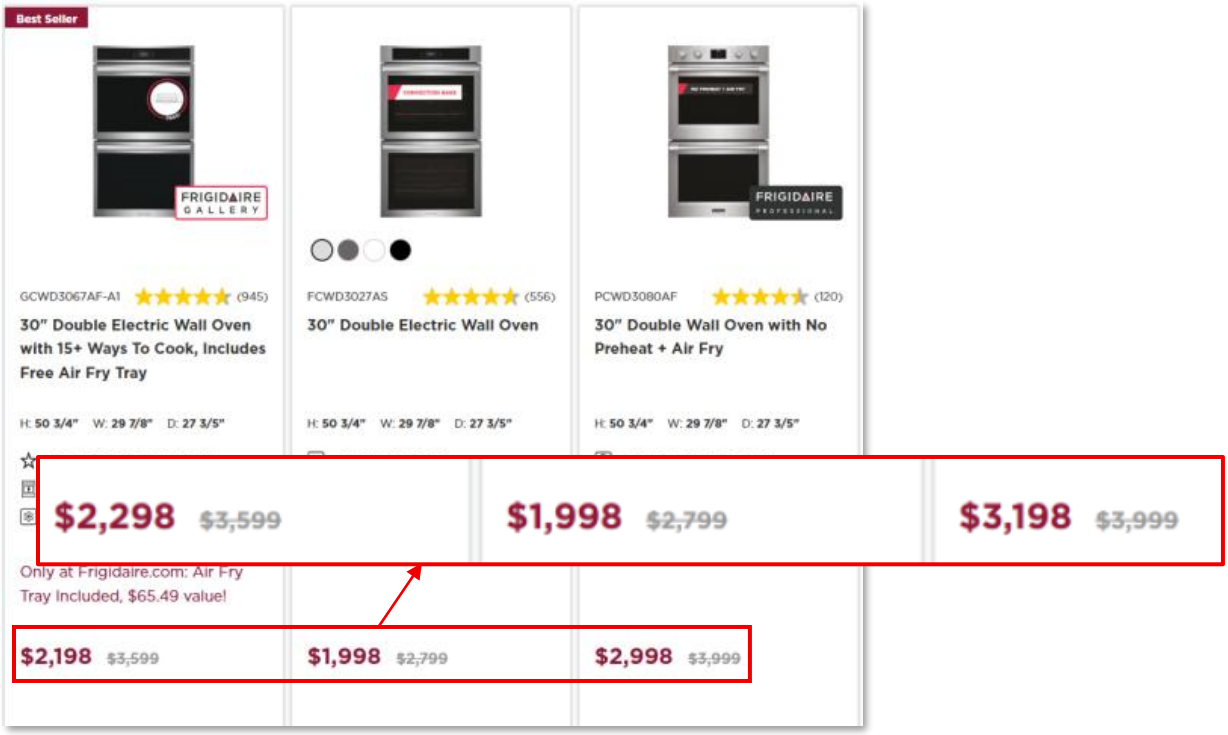


Captured July 1, 2025



Captured October 6, 2026

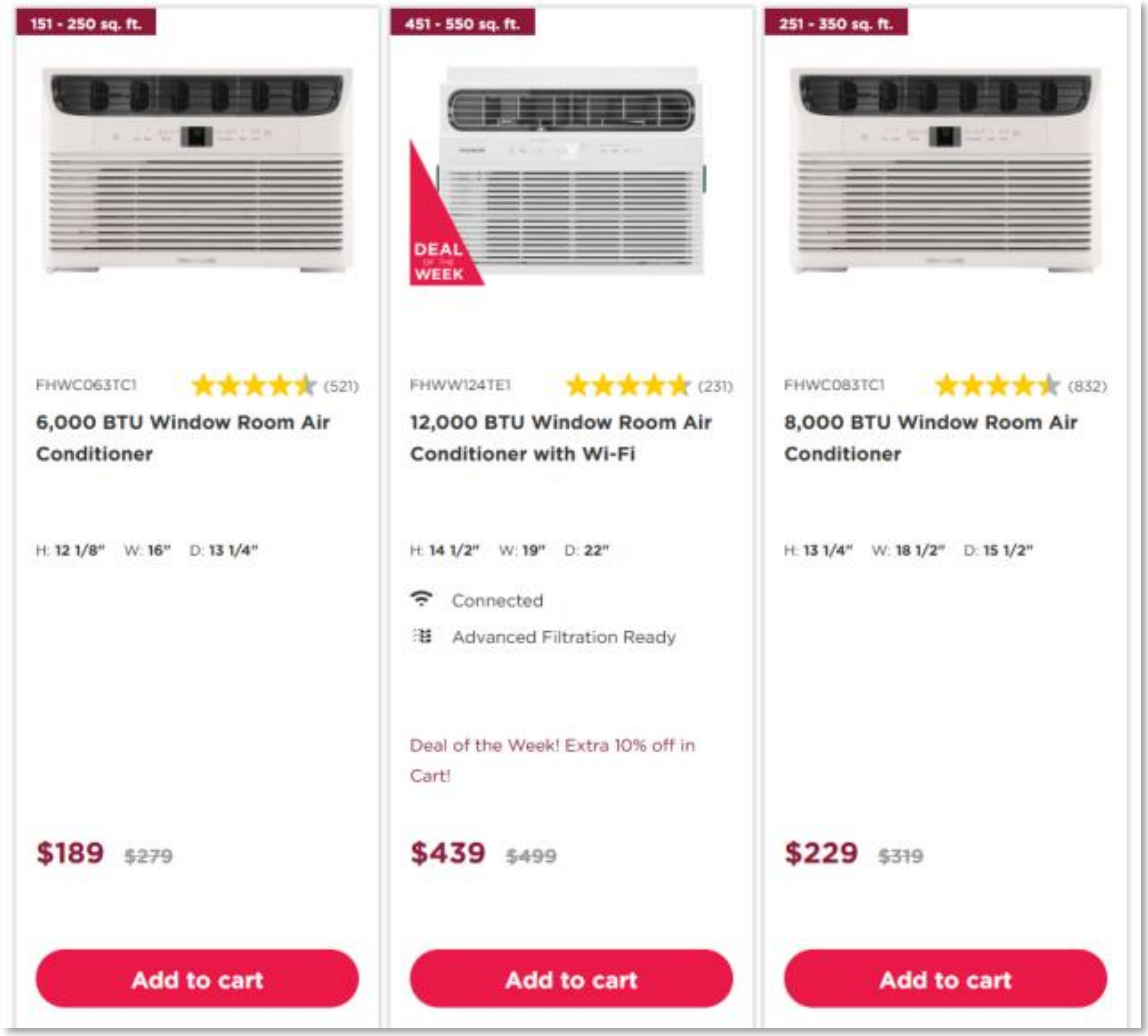
Product Category Pages



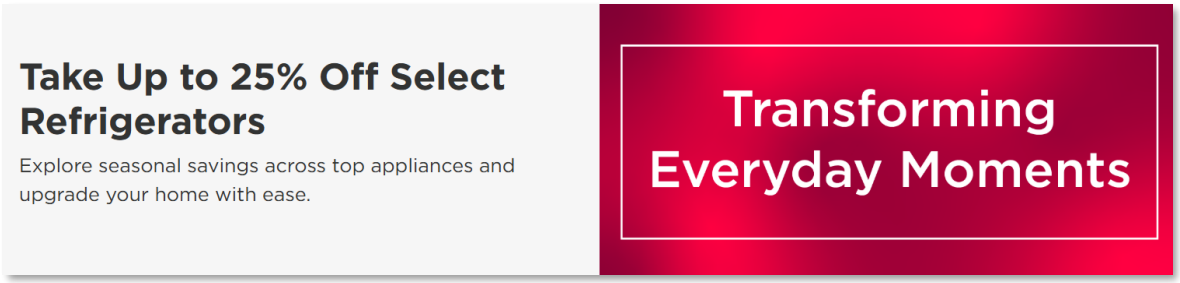
Double Wall Ovens Page, Captured June 25, 2025



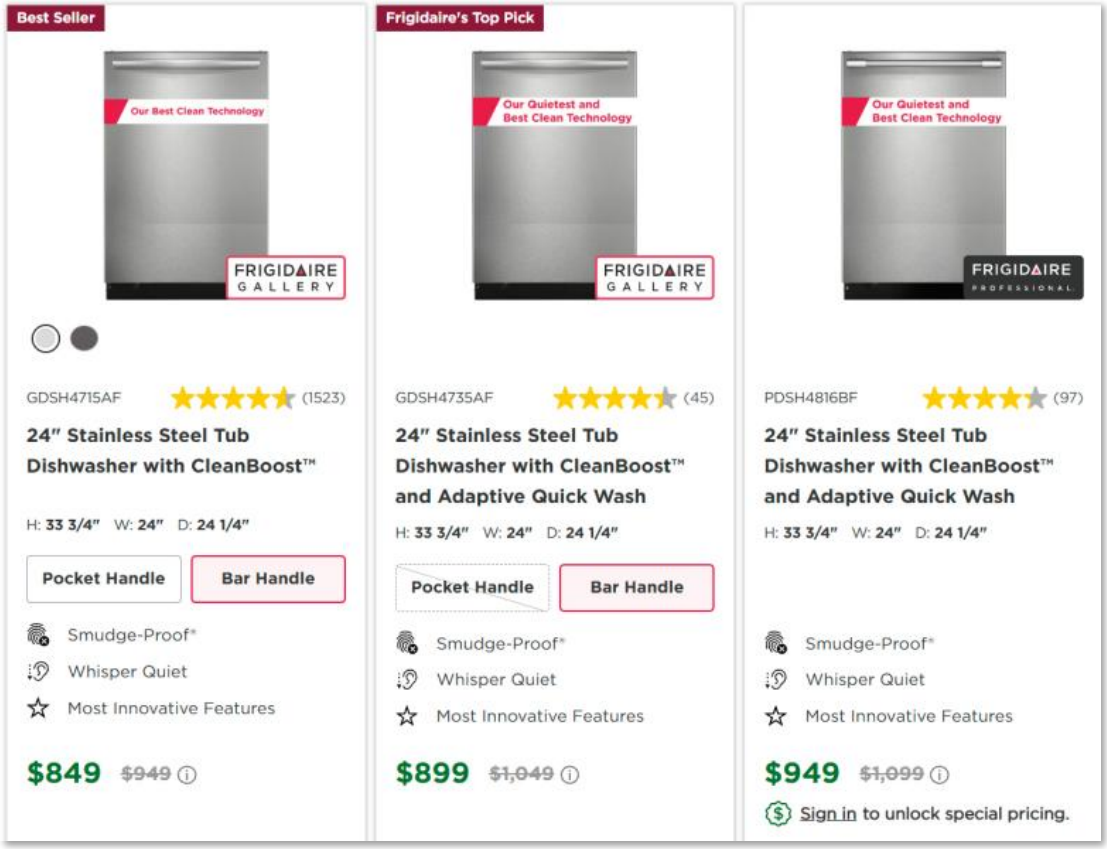
Double Wall Ovens Page, Captured June 25, 2025



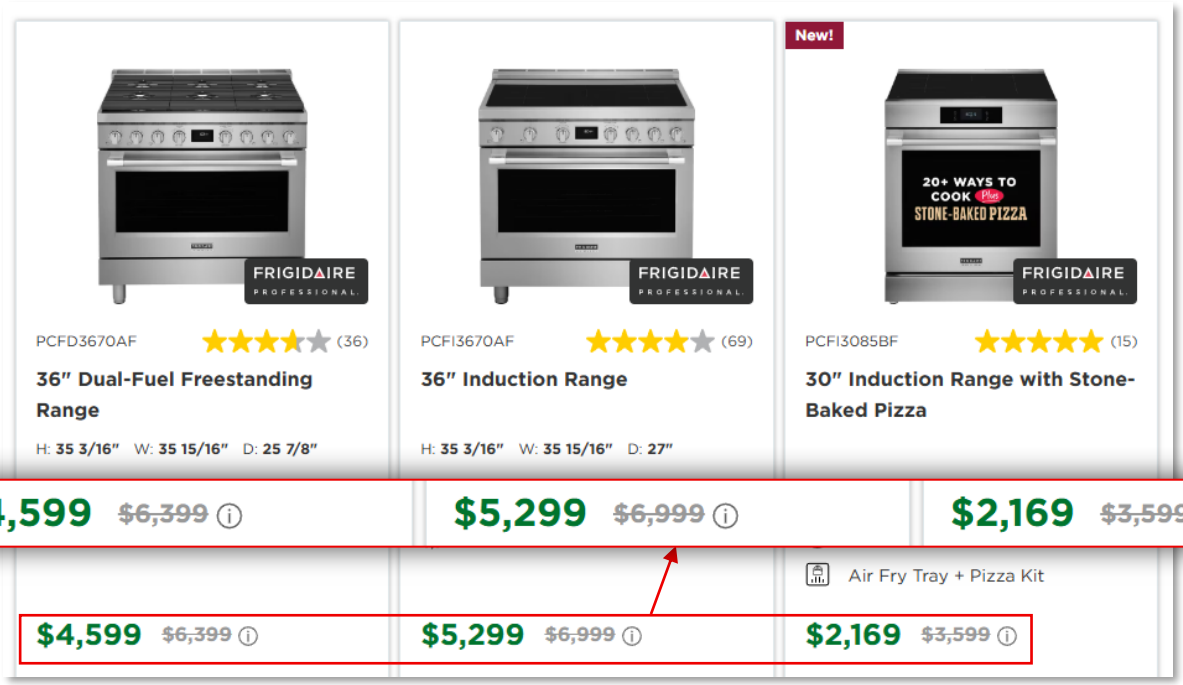
Window Mounted Air Conditioners Page, Captured July 31, 2025



Refrigerators Page, Captured September 24, 2026

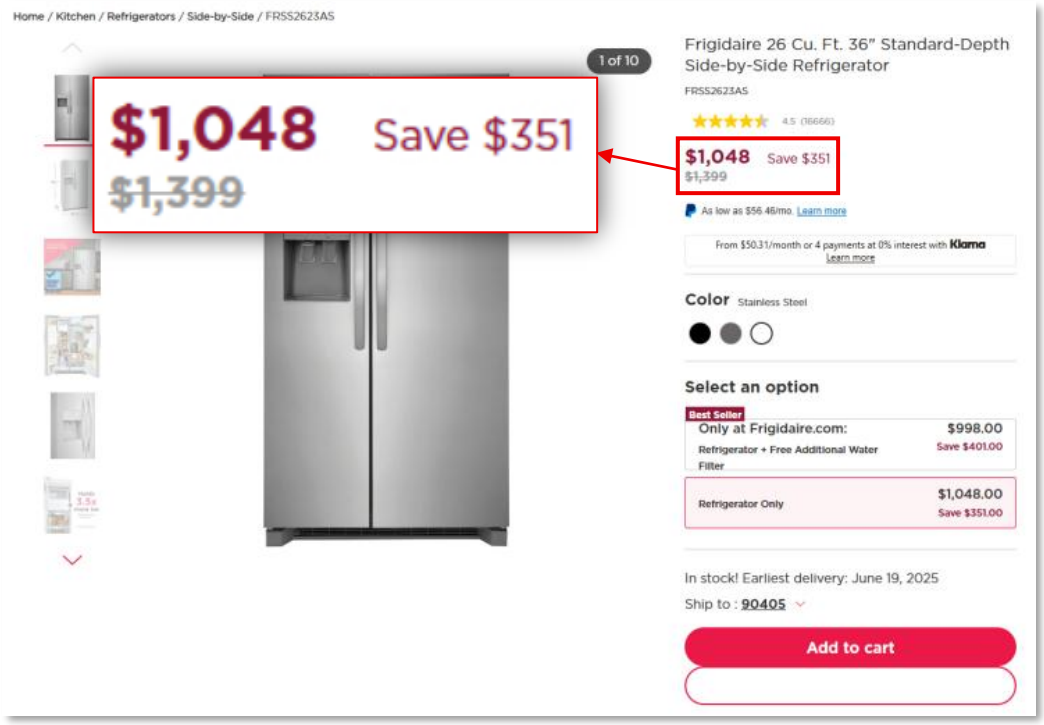


Dishwashers Page, Captured September 18, 2026

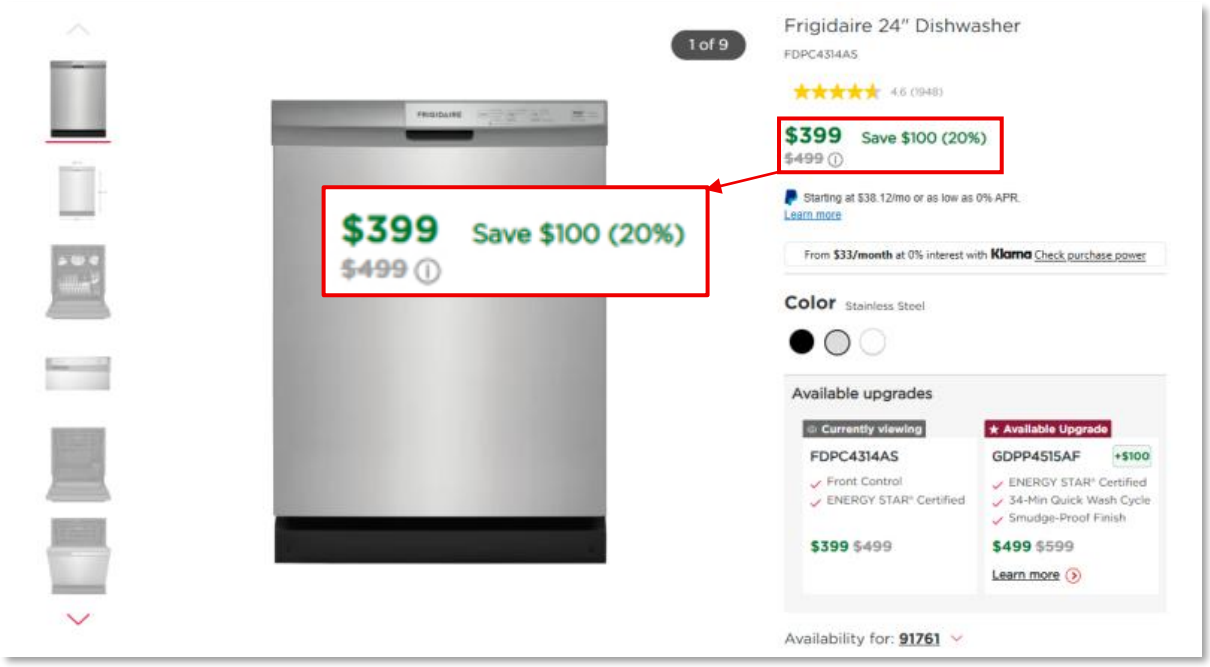


Ranges Page, Captured October 3, 2026

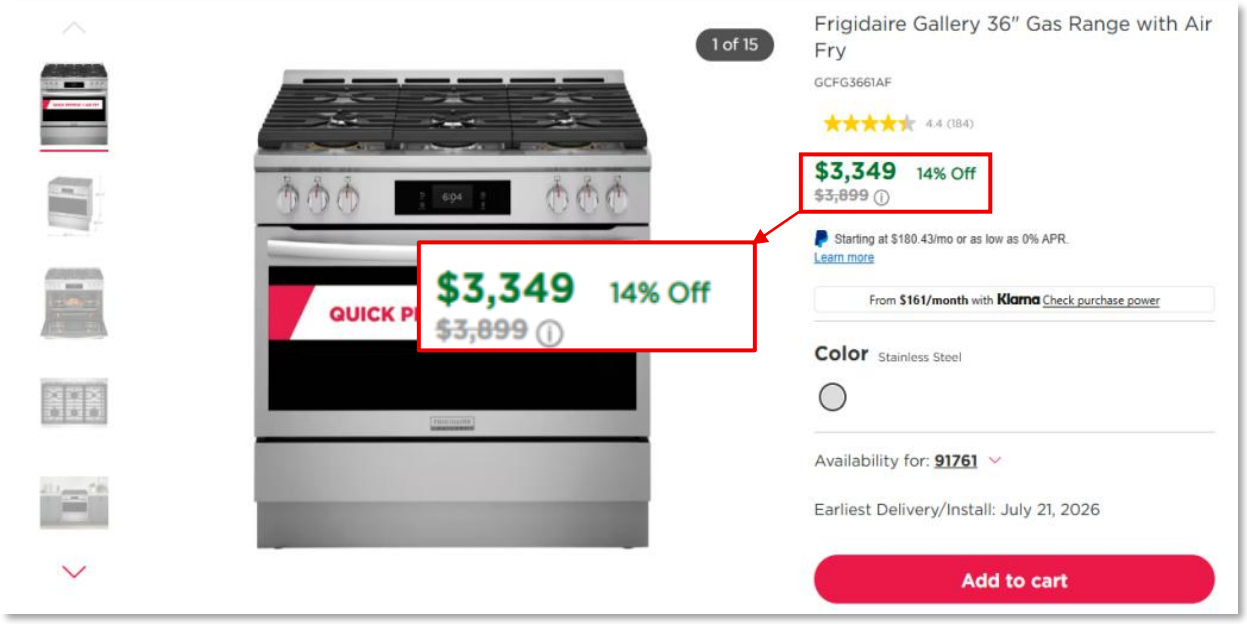
Individual Product Pages



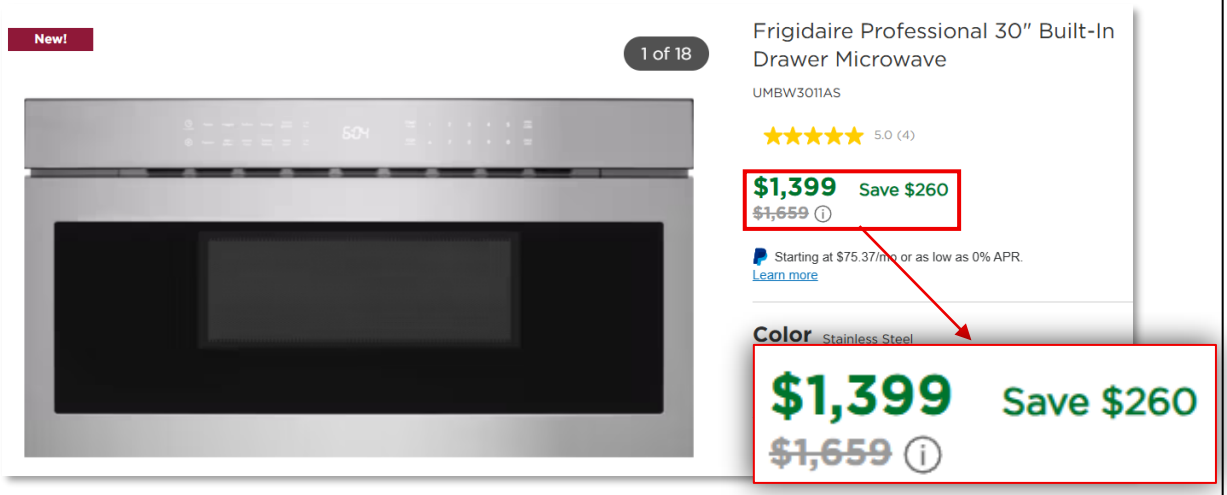
Captured June 16, 2025



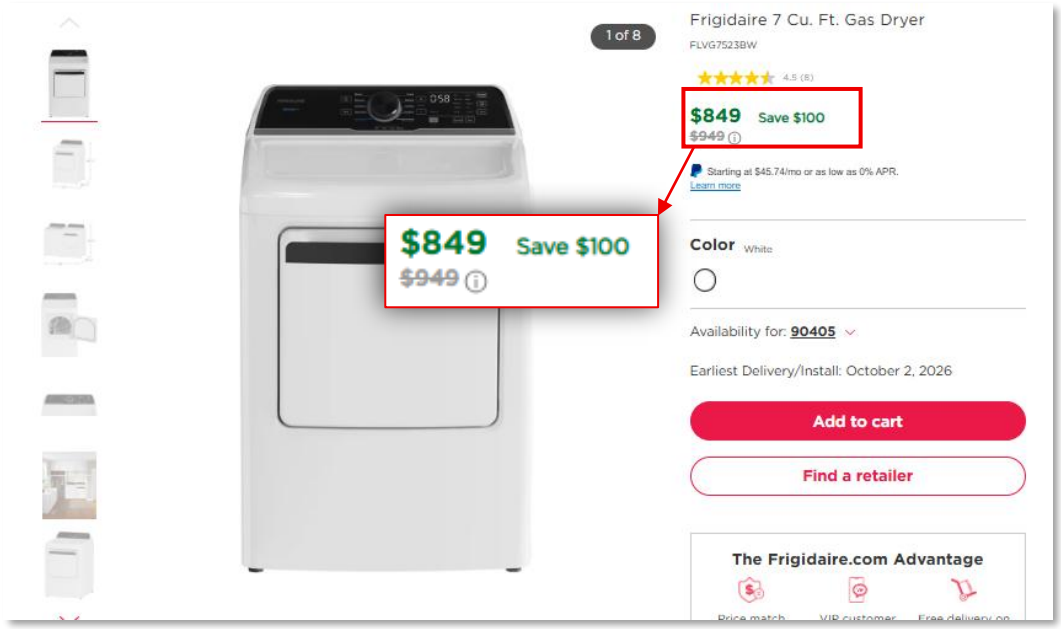
Captured June 29, 2026



Captured July 17, 2026

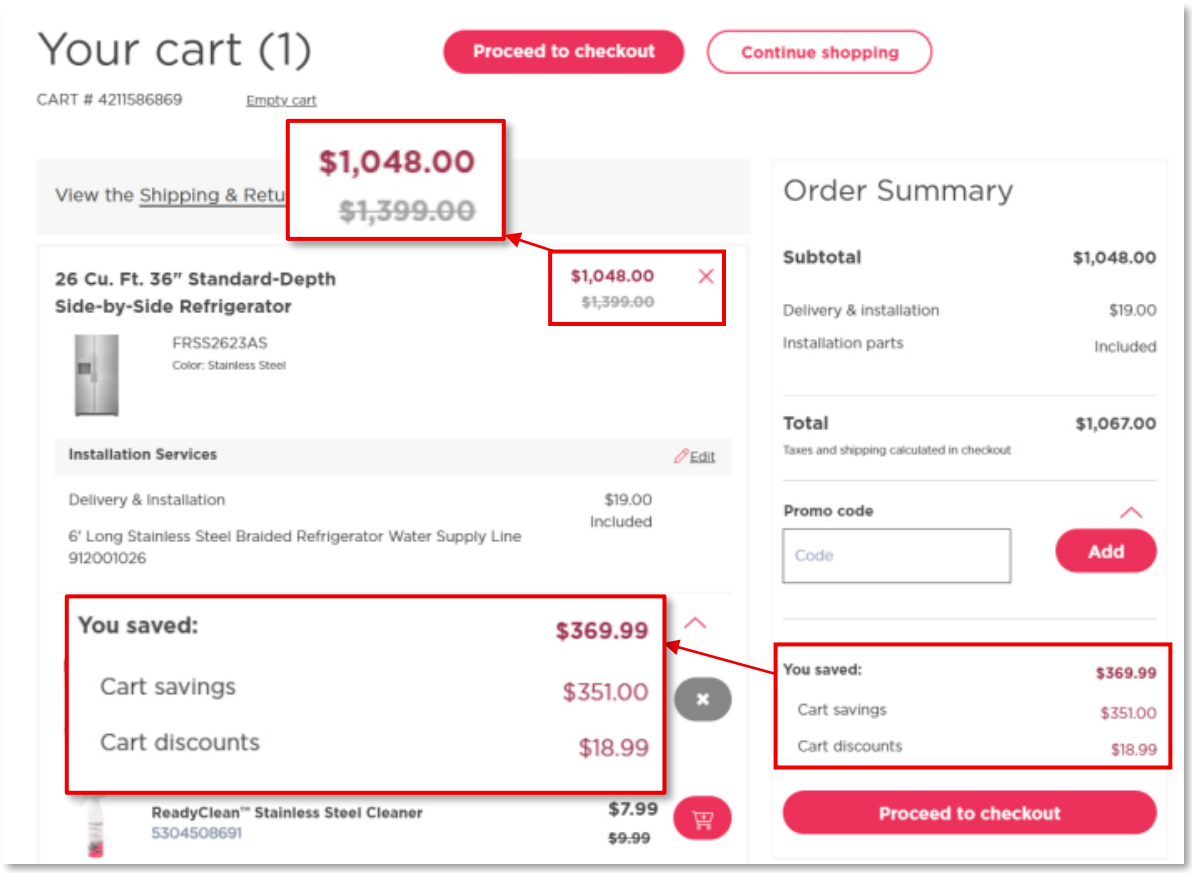


Captured October 3, 2026

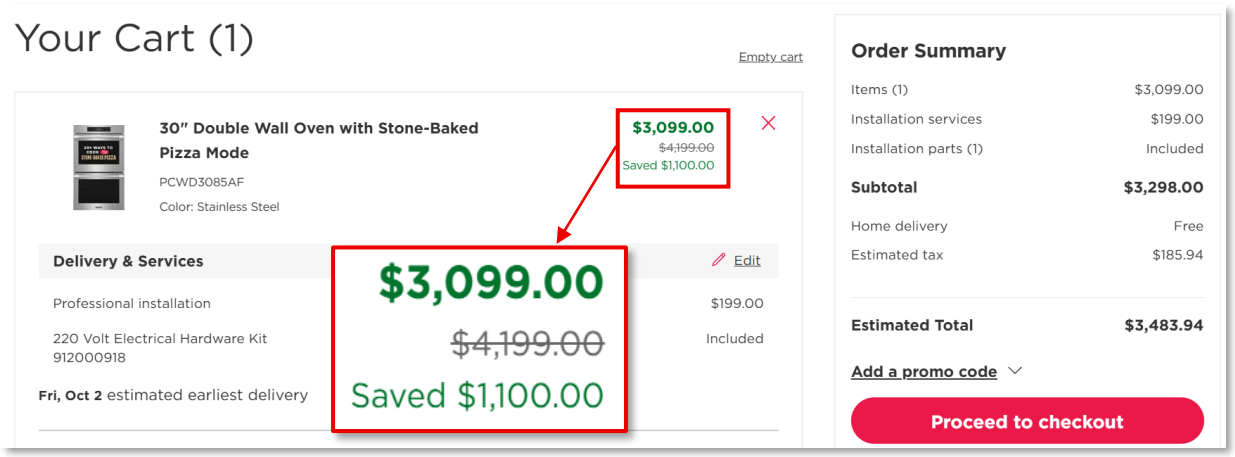


Captured September 30, 2026

Checkout

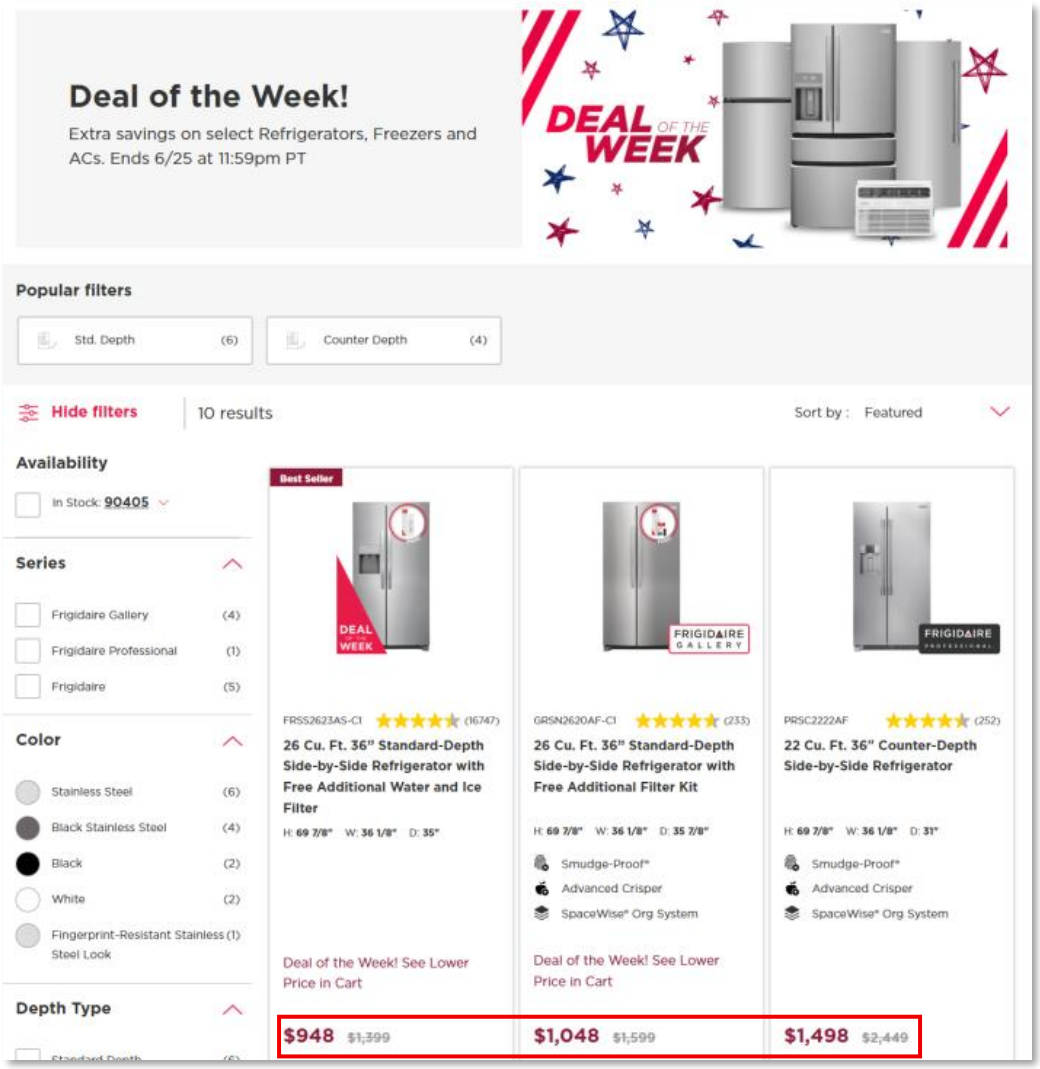


Captured June 16, 2025



Captured October 3, 2026

26. Defendant also regularly represents that its purported sales are time-limited promotions tied to specific holidays or events, or else ending on a specific date. For example, on June 23, 2025, Defendant was advertising a "Deal of the Week!" on its Side-by-Side Refrigerators page offering "[e]xtra savings on select Refrigerators, Freezers and ACs" until "6/25 at 11:59pm PT":



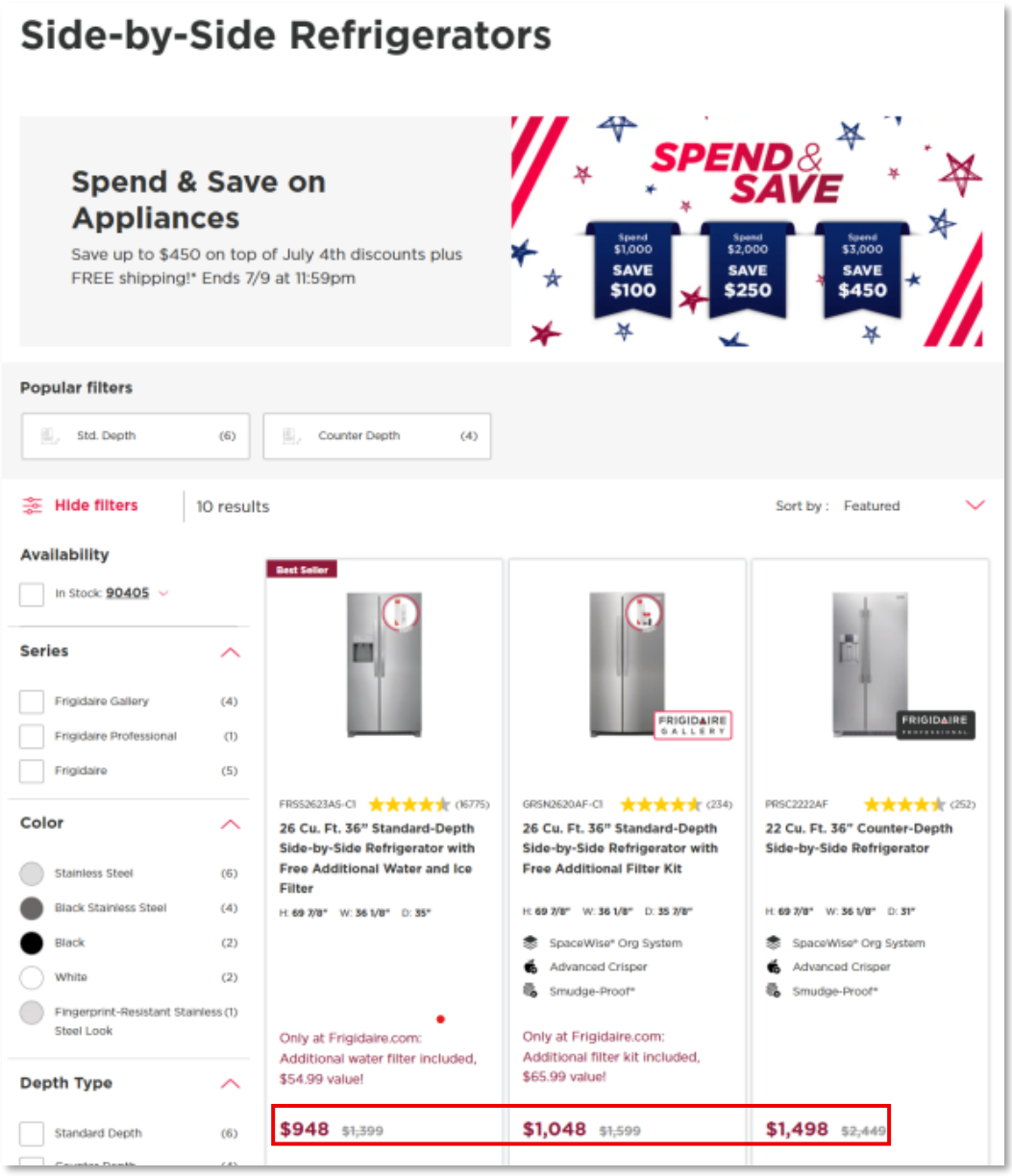
Side-by-Side Refrigerators Page, Captured June 23, 2025

27. To reasonable consumers, this means that the sale was time-limited and would expire (as stated) no later than the end of the day on June 25th.

28. But as soon as a purportedly time-limited sale ends, Defendant generates another similar discount.

29. For example, while the advertised one-week sale shown above was supposed to end on June 25, 2025, by June 27, 2025, Defendant was advertising a separate "Spend & Save on Appliances" promotion offering "up to $450 on top of July 4th discounts" until "7/9 at 11:59pm." And, pursuant to this new sale, Defendant's side-

by-side refrigerator products were again available at the exact purported discounted prices offered during the purportedly time-limited "Deal of the Week!" sale:



Side-by-Side Refrigerators Page, Captured June 27, 2025

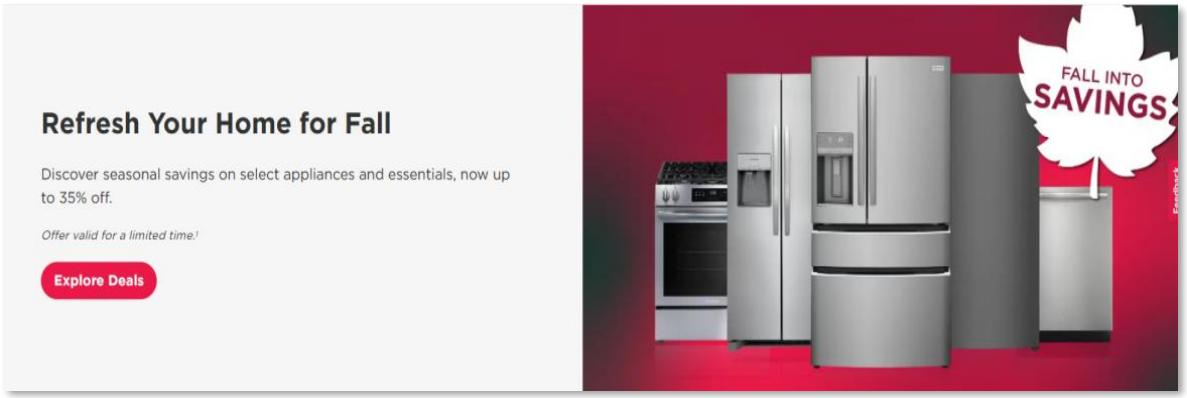
30. Defendant's advertised sales are sometimes promoted with language suggesting they only apply to certain types of Appliance Products or "select" Products. In truth, however, Defendant's advertised sales apply broadly across Defendant's Appliance Products.

31. For example, on July 25, 2025, Defendant advertised a "Summer Savings Sale." And the Frigidaire home page claimed that the sale offered "[o]ver 35% off plus free install on refrigerators, freezers and ranges":



32. But the sale was not limited to "refrigerators, freezers and ranges." Instead, Defendant offered substantial discounts across its Appliance Products. For example, every one of Defendant's in-stock single wall ovens, double wall ovens, and window mounted air conditioners was also available at a discount on July 25.

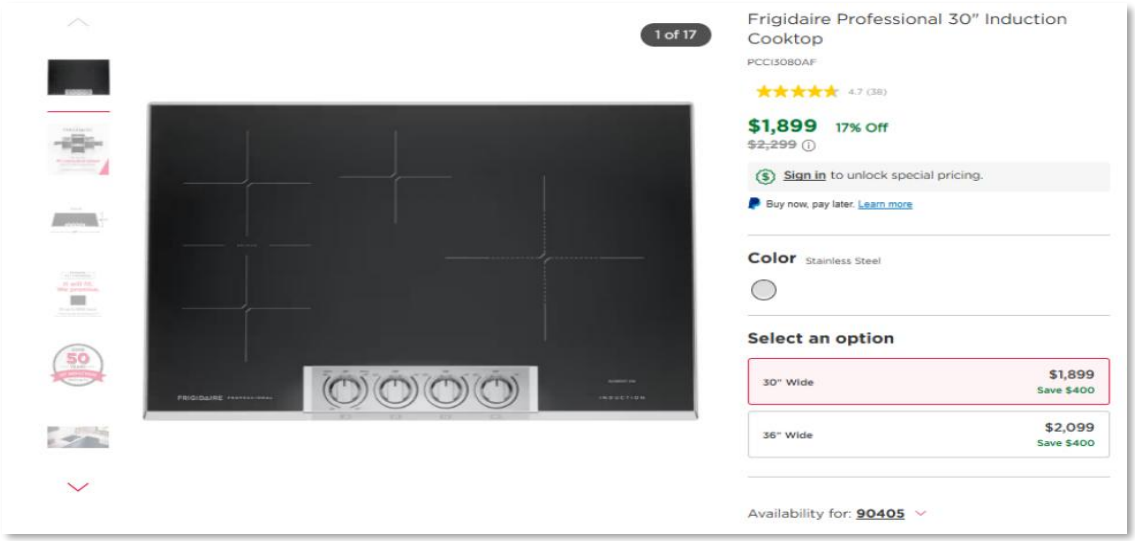
33. As a second example, on September 30, 2026, Defendant advertised a sale offering "up to 35% off" on "select appliances and essentials":



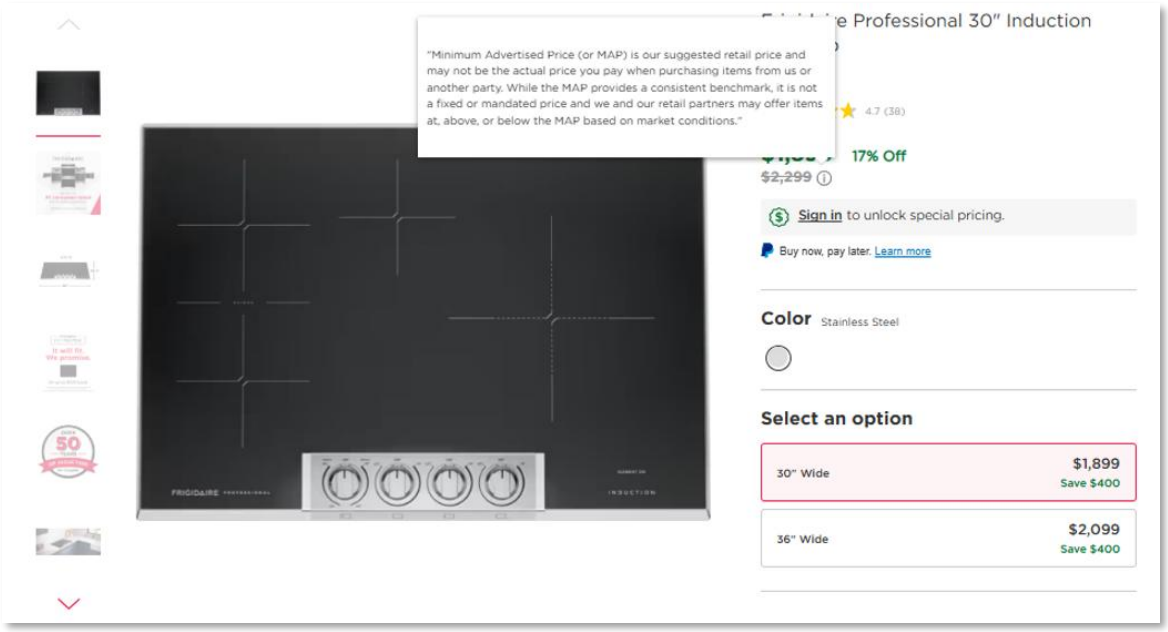
34. In truth, the sale offered substantial discounts across Defendant's Appliance Products. For example, on that date, all of Defendant's in-stock available french door, side-by-side, single door, top freezer, bottom freezer, and wine & beverage refrigerators were available at a purported discount from the listed regular price. As were

all of Defendant's in-stock available freezers (including upright, chest, and single door refrigerator-freezers), dishwashers, ranges (including induction, electric, gas, dual fuel, and pizza mode), cooktops (including induction, electric, and gas), wall ovens (including single, double, and microwave combination), microwaves (including built-in and over-the-range), washers, and dryers. And only one of Defendant's in-stock available compact refrigerators, and three of Defendant's in-stock available window-mounted air conditioners were not on sale (approximately 98.6% of the in-stock available refrigerators and 87.5% of the in-stock available air conditioners were available at a purported discount).

35. At some point following August 2025, Defendant added new language concerning its pricing to some website pages. This language is visible to consumers only if they hover over a small "(i)" symbol next to the purported regular price of Defendant's Appliance Products. For example, the following shows a Product page on September 29, 2026:



36. As shown above, the new language is hidden from consumers unless they specifically hover their cursor over the small grey "(i)" symbol near the pricing:



37. The overwhelming majority of consumers do not see the language because: (1) the "(i)" symbol is small, is not near the button to add a product to a consumer's cart, does not explain what it might be or contain until it has already been hovered over, and does not prompt or require consumers to hover over it; (2) Defendant's website makes a myriad of specific representations about pricing, and reasonable consumers reasonably trust Defendant's representations and have no reason to expect or go looking for additional information; and (3) reasonable consumers expect that important information concerning a company's pricing or products will be displayed in a clear, visible font, not hidden from view, so again, they have no reason to search for additional information.

38. Moreover, and in any event, the newly added language does nothing to impact reasonable consumers' reasonable interpretation of Defendant's pricing representations. The new language states the following:

> "Minimum Advertised Price (or MAP) is our suggested retail price and may not be the actual price you pay when purchasing items from us or another party. While the MAP provides a consistent benchmark, it is not a fixed or mandated price and we and our retail partners may offer items at, above, or below the MAP based on market conditions."

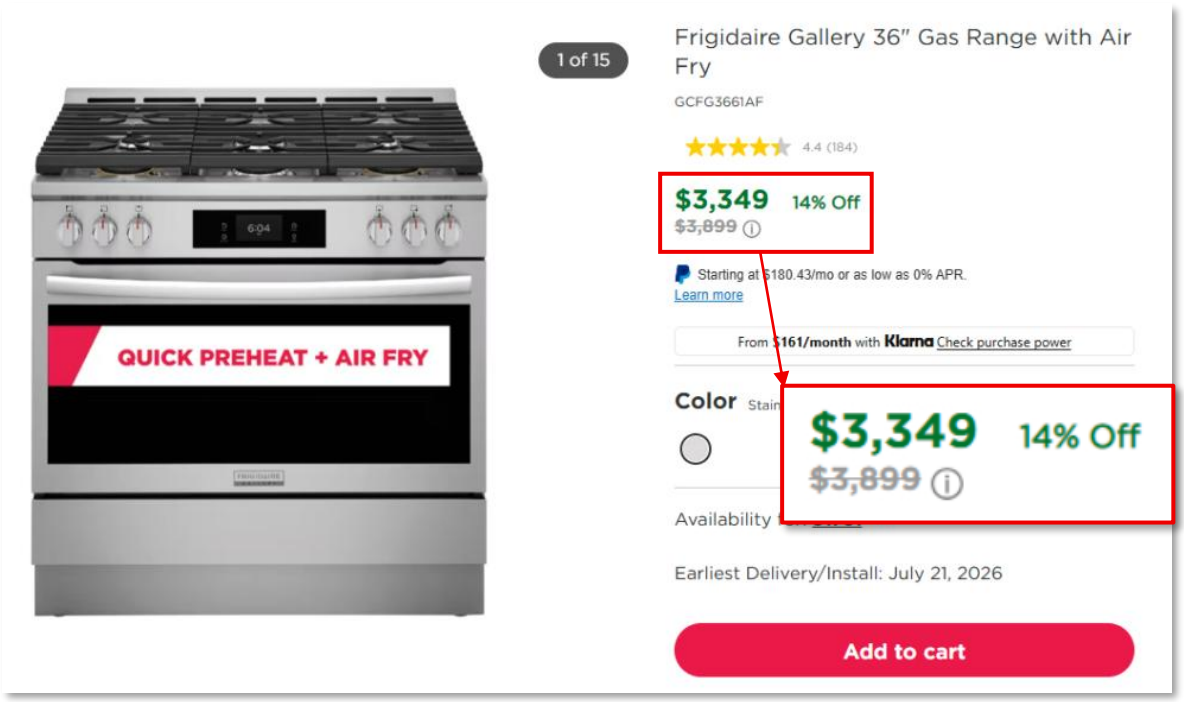
39. No prices shown on Defendant's Product pages or Product category pages are identified as "Minimum Advertised Price(s)," however. Thus, reasonable consumers have no reasonable way to know whether the referenced "Minimum Advertised Price" means the strikethrough price, the purportedly discounted price, or a third unshown price that Defendant provides to third-party retailers. Plus, even if a person assumed that "Minimum Advertised Price" referred to the strikethrough price, the language does not state that the price is not the regular non-sale price for the Product (in fact it says the price reflects a "consistent benchmark" price). Thus, a reasonable consumer would still not read this language to mean that the strikethrough price is not Defendant's regular price for a given Product. In other words, the new language does not impact reasonable consumers' reasonable understanding of Defendant's price and discount advertising. *See* ¶¶ 45–46 (discussing reasonable consumers' understandings).

40. To confirm that Defendant's Products are routinely available at a discount for less than Defendant's regular prices, Plaintiff's Counsel performed an investigation of Defendant's advertising practices using Google Shopping.[2] Google Shopping provides "typical" prices for many products that are offered for sale on the internet based on their prices at stores across the web over the past twelve months.

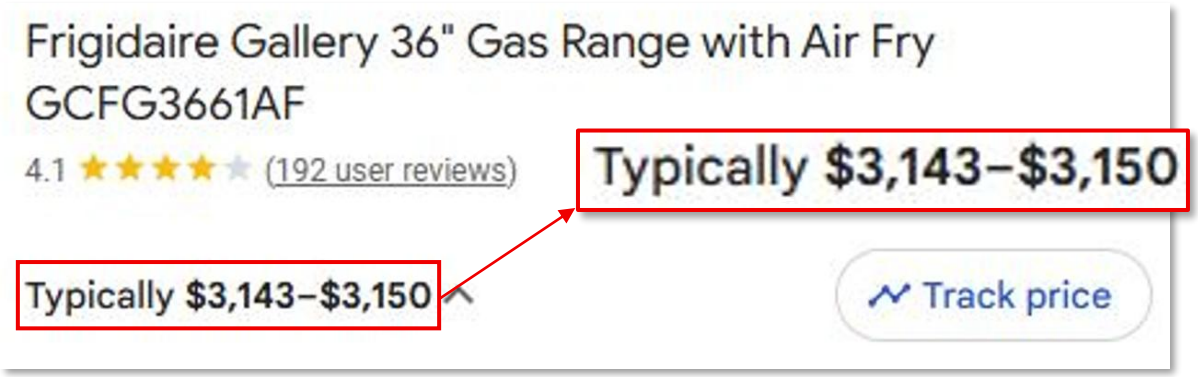
[2] https://support.google.com/faqs/answer/10675605?hl=en.

41. On July 17, 2026, Plaintiff's Counsel's law firm searched for "Frigidaire" on Google Shopping and reviewed the "typical" prices of the first twenty-seven Products listed under "All Products" that were available for purchase, provided pricing data from Defendant, and for which Google provided a typical price. Counsel then compared that "typical" price to the purported regular price advertised on Defendant's website.

42. For example, one of the products listed on Google Shopping was the Frigidaire Gallery 36" Gas Range with Air Fry GCFG3661AF. On July 17, 2026, it was listed on Defendant's website with a purported sale price of $3,349.00, and a purported regular price of $3,899.00. Based on those prices, Defendant represented that the Product was available for "14% Off." But Google Shopping revealed that in the preceding twelve months, it had typically sold for $3,143 to $3,150—far below the listed regular price, and even Defendant's advertised discounted price:



Captured July 17, 2026 (Frigidaire Website)



Captured July 17, 2026 (Google Shopping)

43. Of the twenty-seven Products reviewed on Google Shopping on July 17, which included a variety of different Appliance Products, about 88% (twenty-four Products) were available from Frigidaire at a purported discount. And about 85% (twenty-three Products) of the reviewed Products had a typical price on Google Shopping that was below—and often substantially below—Defendant's listed regular prices.

44. Thus, Counsel's investigation provides further evidence that Defendant's Appliance Products are routinely available at a discount, that its purported regular prices are not legitimate and are not the prevailing market prices for its Appliance Products, and that Defendant's purportedly discounted prices do not reflect the promised discounts.

45. Based on Defendant's advertisements on the Frigidaire website, reasonable consumers reasonably believe that the list prices Defendant advertises are Defendant's regular prices and former prices (that is, the prices at which the goods were actually offered for sale on Defendant's website before the offer went into effect). In other words, reasonable consumers reasonably believe that the list prices Defendant advertises represent the amount that consumers had to pay on Defendant's website for Defendant's goods, before the sale began, and will again have to pay for Defendant's goods when the sale ends. Said differently, reasonable consumers reasonably believe that,

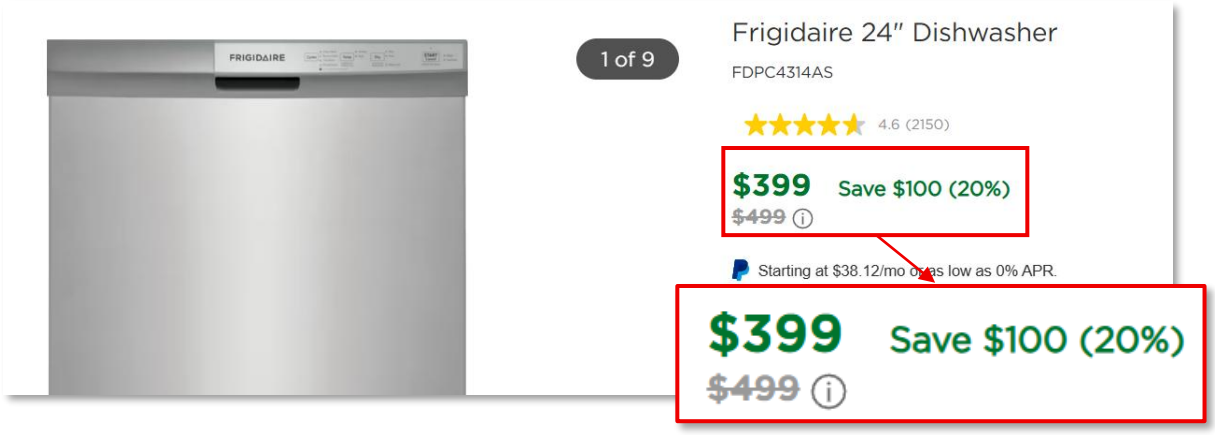
prior to the sale, and after the sale ends, consumers buying from Defendant on its website had to (or will have to) pay the list price to get the item without an opportunity to get a discount from that list price.

46. Reasonable consumers also reasonably believe that the list prices Defendant advertises represent the true market value of the Products, and are the prevailing prices for those Products; and that those consumers are receiving reductions from those listed regular prices in the amounts advertised. In truth, however, Defendant almost always offers discounts off the purported regular prices it advertises. 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 or former prices, or the prevailing prices for the Products Defendant sells. And, the list prices do not represent the true market value for the Products, because Defendant's Products are almost always available for less than that on Defendant's website, and customers did not have to formerly pay that amount to get those items. The purported discounts Defendant advertises are not the true discounts the customers are receiving, and are often not a discount at all.

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

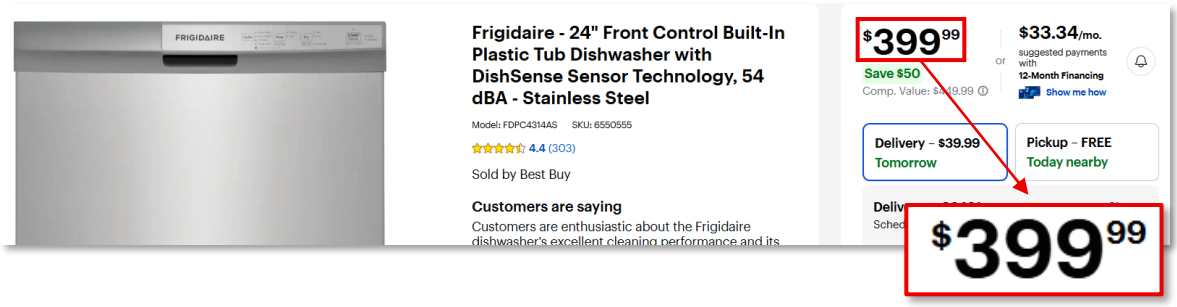
47. As explained above, Defendant sells its Appliance Products through its website, www.frigidaire.com. Some Frigidaire Products are also available through third-party websites and retailers, including, for example, Home Depot, Best Buy, and Lowe's.

48. Regularly, Frigidaire Appliance Products are available from third-party websites and retailers for prices below Defendant's listed regular prices. For example, on October 5, 2026, Defendant advertised its Frigidaire 24" Dishwasher (model FDPC4314AS), at a purported sale price of $399.00, with a listed regular price of $499.00:



49. On the same day, the Product was available from Best Buy, Home Depot, Lowe's, and Wayfair for around $399.00—the same price as Defendant's purportedly discounted price, and about 20% less than Defendant's purported regular price:

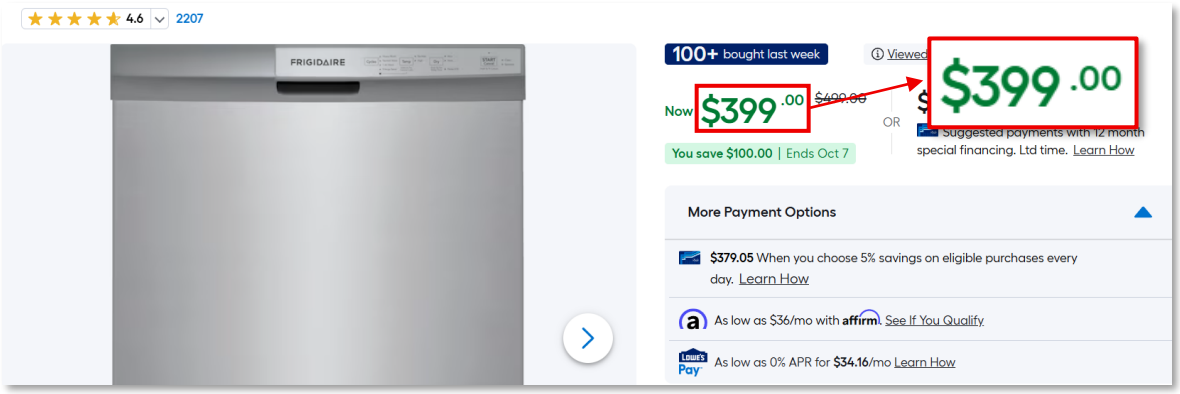
Best Buy:



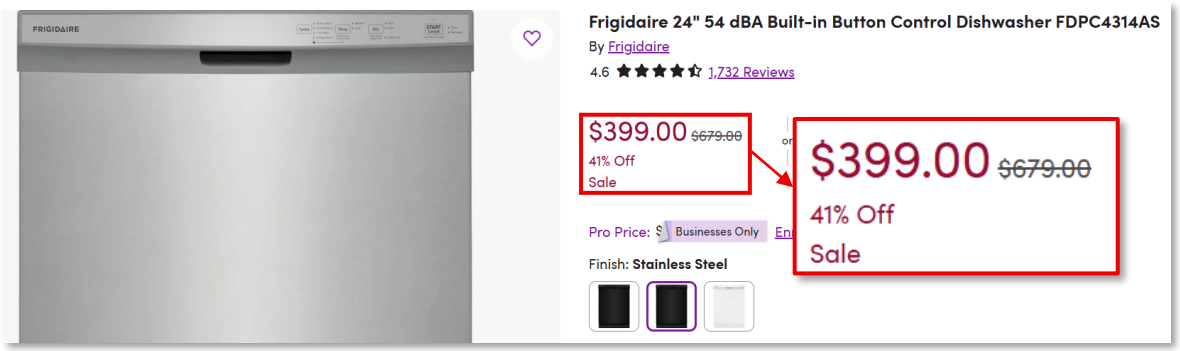
Home Depot:



Lowe's:



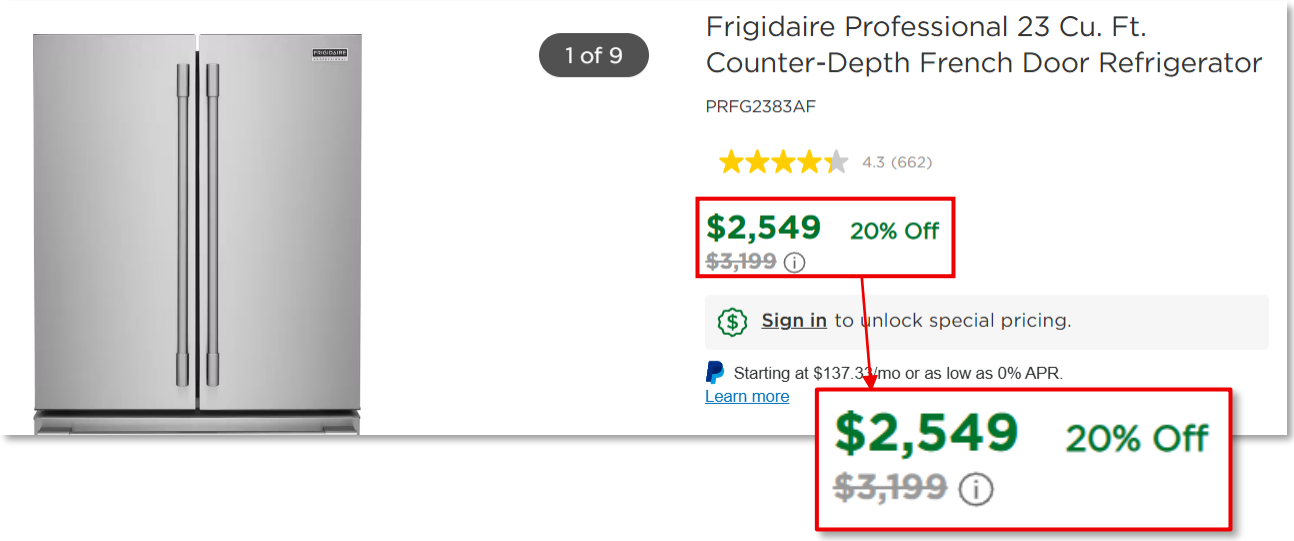
Wayfair:



50. Plus, Google Shopping "[p]rice history" data for this Product shows that in the year prior to October 5, 2026 the Product typically sold for "$399-400"—substantially below Defendant's purported regular price of $499.00, and essentially equal to Defendant's purported sale price. Moreover, available Google Shopping data specific to Defendant's pricing and extending back to February, 2026 shows that Defendant itself never offered the Product on its own website for the listed regular price during that time period.

51. This trend is not limited to one Frigidaire Appliance Product. Instead, Defendant's Products are routinely sold by third parties at, or below, the purported discount prices shown on Defendant's website, rather than its advertised regular prices. As a second example, on October 5, 2026, Defendant advertised the Frigidaire

Professional 23 Cu. Ft. Counter-Depth French Door Refrigerator (model PRFG2383AF) at a purported sale price of $2,549.00, with a listed regular price of $3,199.00:



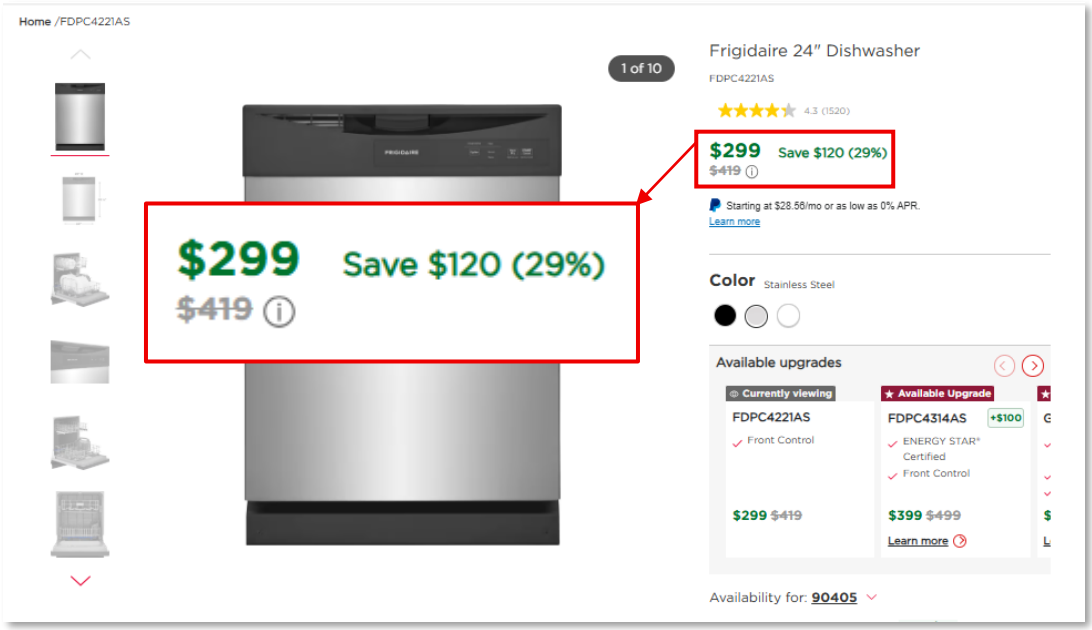
52. On that same day, the Product was available for purchase at Home Depot, Best Buy, and Wayfair for exactly or almost exactly Defendant's purportedly discounted price—far lower than the purported regular price Defendant advertises:

Website	Price (10/5/26)
Home Depot	$2,549.00
Best Buy	$2,549.99
Wayfair	$2,549.00

53. In addition, Google Shopping data reveals that the "typical" price for the Frigidaire Professional 23 Cu. Ft. Counter-Depth French Door Refrigerator (model PRFG2383AF) was "$2,544–$2,650" over the year preceding October 5, 2026, a price range that is far below Defendant's stated regular price for the Product of $3,199.00.

54. As a third example, as of October 6, 2026, the Frigidaire 24" Dishwasher

(model FDPC4221AS)—the Product that Plaintiff purchased in November 2025—was available on the Frigidaire website for a purported sale price of $299.00, and was listed with a purported regular price of $419.00:



55. Google Shopping, however, reveals that, "based on stores across the web over the past 12 months" (thus, including based on data from when Plaintiff purchased the Product) the Product had a "typical" price of "$299-329." Thus, according to Google Shopping data, the Product typically sold in the year prior to October 5, 2026 for far less than the purported regular price advertised by Defendant.

56. Finally, as described above, Plaintiff's Counsel conducted an investigation using Google Shopping, which provides "typical" prices for products based on stores across the web for the past 12 months. And about 85% of the reviewed Products had a typical price below—often substantially below—Defendant's listed regular price.

57. In short, as the above shows, Defendant's Appliance 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 converge on Defendant's price, 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.

C. Defendant's advertisements are unfair, deceptive, and unlawful.

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

59. Moreover, section 17501 of California's False Advertising Law specifically provides that "[n]o price shall be advertised as a former price … unless the alleged former price was the prevailing market price … within three months next immediately preceding" the advertising. Cal. Bus. & Prof. Code § 17501.

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

61. In addition, the Federal Trade Commission's regulations prohibit false or misleading "former price comparisons," for example, making up "an artificial, inflated price … for the purpose of enabling the subsequent offer of a large reduction" off that price. 16 C.F.R. § 233.1. They also prohibit false or misleading "retail price comparisons." 16 C.F.R. § 233.1.

62. And finally, California's unfair competition law bans unlawful, unfair, and deceptive business practices. See Cal. Bus. & Prof. Code § 17200.

63. Here, as described in detail above, Defendant makes untrue and misleading statements about its prices. Defendant advertises regular prices that are not its true regular prices, or its former prices, and were not the prevailing market price in the three months immediately preceding the advertisement. In addition, Defendant advertised goods or services with the intent not to sell them as advertised, including by advertising goods having certain former prices and/or market values while not intending to sell

goods having those former prices and/or market values. Defendant made false or misleading statements of fact concerning the reasons for, existence of, and amounts of price reductions, including the existence of steep discounts, and the amounts of price reductions resulting from those discounts. Thus, Defendant engaged in unlawful, unfair, and deceptive business practices.

D. Defendant's advertisements harm consumers.

64. Based on Defendant's advertisements, reasonable consumers expect that the list prices Defendant advertises are the regular prices at which Defendant usually sells its Products and that these are former prices that Defendant sold its Products at before the discount was introduced (and will sell at again once the promotion ends).

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

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

67. By definition, reasonable consumers expect a sale to be time-limited (otherwise, it is not a sale, it is just the regular price).

68. Consumers that are presented with discounts are substantially more likely to make the purchase. "Nearly two-thirds of consumers surveyed admitted that a promotion or a coupon often closes the deal, if they are wavering or are undecided on making a purchase."[3] And, "two-thirds of consumers have made a purchase they weren't originally planning to make solely based on finding a coupon or discount," while "80%

[3] https://www.invespcro.com/blog/how-discounts-affect-online-consumer-buying-behavior/.

[of consumers] said they feel encouraged to make a first-time purchase with a brand that is new to them if they found an offer or discount."[4]

69. Thus, Defendant's advertisements harm consumers by inducing them to make purchases based on false information. In addition, by this same mechanism, Defendant's advertisements artificially increase consumer demand for Defendant's Products. This puts upward pressure on the prices that Defendant can charge for its Products. As a result, Defendant can charge a price premium for its Products that it would not be able to charge absent the misrepresentations described above. So, due to Defendant's misrepresentations, Plaintiff and the Class paid more for the Products they bought than they otherwise would have.

E. Plaintiff was misled by Defendant's misrepresentations.

70. Plaintiff Maria Husser-Mejia has purchased several Frigidaire Products. For example, on or around November 5, 2025, Ms. Husser-Mejia purchased a Frigidaire 24" Stainless Steel Dishwasher (model FDPC4221AS) from Defendant's website, www.frigidaire.com, while living in Bloomington, California.

71. As a second example, on or around February 12, 2026, Ms. Husser-Mejia purchased a Frigidaire 26 Cu. Ft. 36" Standard-Depth Side-by-Side Refrigerator with Free Additional Water and Ice Filter (model FRSS2623AS-C1) from Defendant's website, www.frigidaire.com, while living in Bloomington, California. Per her order confirmation email, that purchase included a "free" PurePourTM Water and Ice Refrigerator Filter with her purchase.

72. At the time she made these purchases, Defendant's website was advertising substantial sales that impacted the price of the Products she purchased. And pursuant to the advertised promotions, she purchased the Products for a substantial discount. For example, Ms. Husser-Mejia paid a purportedly discounted price of $298.00 for the

[4] RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases Online, Especially Among Millennial Buyers (prnewswire.com).

Stainless Steel Dishwasher (plus taxes and installation costs).[5] And Ms. Husser-Mejia paid a purportedly discounted price of $943.20 (including the free filter, and plus taxes) for the Side-by-Side Refrigerator.[6]

73. Based on Defendant's representations described above, Plaintiff reasonably understood that Defendant usually (and formerly, before the promotions Defendant was advertising) sold the Products she was purchasing at their published regular prices (shown in strikethrough font on Defendant's website), that the regular prices were the market value of the Products that she was buying, that she was receiving the advertised discounts as compared to the regular prices, that the advertised discounts were only available for a limited time (during the temporary promotions), and that the Products would go back to retailing for their published regular prices when the promotions ended. She would not have made the purchases, at the prices she paid, if she had known that the Products were not discounted as advertised, and that she would not be receiving the advertised discounts.

74. In truth, as explained above, Defendant's Appliance Products are almost always available at a discounted price off of the purported regular prices. For example, as noted above, Google Shopping data for the Frigidaire 24" Stainless Steel Dishwasher (model FDPC4221AS) that Ms. Husser-Mejia purchased shows that, in the year prior to October 6, 2026 (which includes the date of Ms. Husser-Mejia's purchase), that Product typically sold for far less than Defendant's purported regular price. In other words, Defendant did not regularly sell the Product Ms. Husser-Mejia purchased at its purported regular price, and the Product was not discounted as advertised.

75. Plaintiff faces an imminent threat of future harm. Plaintiff would purchase Products from Defendant again in the future if she could feel sure that Defendant's

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[5] As of October 6, 2026, the Product was listed with a purported regular price of $419.00.

[6] As of October 6, 2026, the Product was listed with a purported regular price of $1,599.00.

regular prices accurately reflected Defendant's former prices and the market value of the Products, and that its discounts were truthful. But without an injunction, Plaintiff has no realistic way to know which—if any—of Defendant's regular prices, discounts, and sales are not false or deceptive. For example, while she could watch Defendant's website for a sale on the day that it is supposed to end to see if the sale is permanent, doing so could result in missing out on the sale (e.g., if the sale is actually limited in time, and not permanent). Accordingly, Plaintiff is unable to rely on Defendant's advertising in the future, and so she cannot purchase Products that she would like to purchase.

F. Defendant breached its contracts with and warranties to Ms. Husser-Mejia and the putative class.

76. When Ms. Husser-Mejia and other members of the putative class purchased and paid for the Frigidaire Products that they bought, they accepted offers that Defendant made, and thus, a contract was formed each time that they made purchases. Each offer was to provide Products having a particular listed regular price and market value (equal to the list price shown in strikethrough font), and to provide those Products with the discounts advertised on the website.

77. Defendant's website lists the market value of the items that Defendant promised to provide (in strikethrough font). Defendant agreed to provide a discount equal to the difference between the regular prices, and the prices paid by Ms. Husser-Mejia and putative class members.

78. Defendant also warranted that the regular prices and market values of the Products Ms. Husser-Mejia and putative class members purchased were the advertised list prices (e.g., the strikethrough prices) and warranted that Ms. Husser-Mejia and putative class members were receiving specific discounts on the Products.

79. The regular prices and market values of the items Ms. Husser-Mejia and putative class members would receive, and the amount of the discount they would be provided off the regular price of those items, were specific and material terms of the

contract. They were also affirmations of fact about the Products and a promise relating to the goods.

80. Ms. Husser-Mejia and other members of the putative class performed their obligations under the contracts by paying for the items they purchased.

81. Defendant breached its contracts by failing to provide Ms. Husser-Mejia and other members of the putative class with Products that have regular prices and market values equal to the regular prices displayed, and by failing to provide the discounts it promised. Defendant also breached warranties for the same reasons.

G. No adequate remedy at law.

82. Plaintiff seeks damages and, in the alternative, restitution. Plaintiff is permitted to seek equitable remedies in the alternative because she has no adequate remedy at law.

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

84. In addition, to obtain a full refund as damages, Plaintiff must show that the Products she bought have essentially no market value. In contrast, Plaintiff can seek restitution without making this showing. This is because Plaintiff purchased Products

that she would not otherwise have purchased, but for Defendant's representations. Obtaining a full refund at law is less certain than obtaining a refund in equity.

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

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

V. Class Action Allegations.

87. Plaintiff brings the asserted claims on behalf of the following proposed class:

- California Class: all persons who, while residing in the state of California and within the applicable statute of limitations period, purchased one or more Frigidaire Appliance Products advertised at a discount on Defendant's website (the "Class" or the "California Class").

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

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

Numerosity

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

Predominance of Common Questions

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

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

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

(3) whether Defendant committed a breach of contract;

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

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

Typicality & Adequacy

91. Plaintiff's claims are typical of the proposed class. Like the proposed class, Plaintiff purchased Frigidaire Products advertised at a discount on Defendant's website. There are no conflicts of interest between Plaintiff and the class.

Superiority

92. A class action is superior to all other available methods for the fair and efficient adjudication of this litigation because individual litigation of each claim is impractical. It would be unduly burdensome to have individual litigation of tens or hundreds of thousands of individual claims in separate lawsuits, every one of which would present the issues presented in this lawsuit.

VI. Claims.

First Cause of Action:

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

(By Plaintiff and the California Class)

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

94. Plaintiff brings this cause of action on behalf of herself and members of the California Class.

95. Defendant has violated sections 17500 and 17501 of the Business and Professions Code.

96. Defendant has violated, and continues to violate, section 17500 of the Business and Professions Code by disseminating untrue and misleading advertisements to Plaintiff and Class members.

97. As alleged more fully above, Defendant advertises former prices along with discounts. Defendant does this, for example, by crossing out a higher price (*e.g.*, ~~$2,399.00~~) and displaying it alongside a lower, discounted price, by representing that consumers can "save" a certain amount by purchasing a Product (*e.g.*, "Save $700.00"), and by representing that Products are available for "X% Off." Reasonable consumers understand that prices advertised in strikethrough font denote former prices, i.e., the prices that Defendant charged before the discount went into effect. And they understand that savings of $X or X% are taken from the former prices charged for the Products.

98. The prices advertised by Defendant are not Defendant's regular prices. In fact, those prices are almost never Defendant's prices (i.e., the price you usually have to pay to get the Product in question) because there is almost always an ongoing promotion entitling consumers to a discount. Moreover, for the same reasons, those prices were not the former prices of the Products. Accordingly, Defendant's statements about the

former prices of its Products, and its statements about its discounts from those former prices, were untrue and misleading.

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

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

101. In addition, Class-wide reliance can be inferred because Defendant's misrepresentations were material, i.e., a reasonable consumer would consider them important in deciding whether to buy Frigidaire Products.

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

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

104. For the claims under California's False Advertising Law, 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.

Second Cause of Action:

Violation of California's Consumer Legal Remedies Act

(By Plaintiff and the California Class)

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

106. Plaintiff brings this cause of action on behalf of herself and members of the California Class.

107. Plaintiff and the Class are "consumers," as the term is defined by California Civil Code § 1761(d).

108. Plaintiff and the Class have engaged in "transactions" with Defendant as that term is defined by California Civil Code § 1761(e).

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

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

111. Defendant violated, and continues to violate, section 1770 of the California Civil Code.

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

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

114. And Defendant violated, and continues to violate section 1770(a)(13) by making false or misleading statements of fact concerning the existence of, or amounts of, price reductions on its website, including by (1) misrepresenting the regular price of Products on its website and (2) advertising discounts and savings that are exaggerated or nonexistent.

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

116. Defendant's misrepresentations were intended to induce reliance, and Plaintiff saw, read, and reasonably relied on them when purchasing Frigidaire Appliance Products. Defendant's misrepresentations were a substantial factor in Plaintiff's purchase decision.

117. In addition, Class-wide reliance can be inferred because Defendant's misrepresentations were material, i.e., a reasonable consumer would consider them important in deciding whether to buy Frigidaire Products.

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

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

120. Under California Civil Code § 1780(a)(2), Plaintiff, on behalf of herself and the Class, seeks injunctive relief.

121. CLRA § 1782 NOTICE. On September 29, 2026, a CLRA demand letter was sent to Defendant's principal place of business and to its registered agent via certified mail (return receipt requested), that provided notice of Defendant's violations of the CLRA and demanded that Defendant correct the unlawful, unfair, false and/or deceptive practices alleged here. If Defendant does not fully correct the problem for Plaintiff and for each member of the Class within 30 days of receipt, Plaintiff and the Class will seek all monetary relief allowed under the CLRA.

122. A CLRA venue declaration is attached.

Third Cause of Action:

Violation of California's Unfair Competition Law

(By Plaintiff and the California Class)

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

124. Plaintiff brings this cause of action on behalf of herself and members of the California Class.

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

The Unlawful Prong

126. Defendant engaged in unlawful conduct by violating the CLRA and the FAL, as alleged above and incorporated here. In addition, Defendant engaged in unlawful conduct by violating the FTC Act. The FTC Act prohibits "unfair or deceptive acts or practices in or affecting commerce" and prohibits the dissemination of false advertisements. 15 U.S.C. § 45(a)(1), 15 U.S.C. § 52(a). As the FTC's regulations make clear, Defendant's false pricing schemes violate the FTC Act. 16 C.F.R. § 233.1, 16 C.F.R. § 233.2.

127.

The Deceptive Prong

128. As alleged in detail above, Defendant's representations that its Products were on sale, that the Products had a specific regular price, and that the customers were receiving specific discounts were false and misleading.

129. Defendant's representations were misleading to Plaintiff and other reasonable consumers.

130. Plaintiff relied upon Defendant's misleading representations and omissions, as detailed above.

The Unfair Prong

131. As alleged in detail above, Defendant committed "unfair" acts by falsely advertising that its Products were on sale, that the Products had a specific regular price, and that the customers were receiving discounts.

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

133. The harm to Plaintiff and the Class greatly outweighs the public utility of Defendant's conduct. There is no public utility to misrepresenting the price of a consumer product. This injury was not outweighed by any countervailing benefits to consumers or competition. Misleading consumer advertising only injures healthy competition and harms consumers.

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

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

* * *

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

137. In addition, Class-wide reliance can be inferred because Defendant's representations were material, i.e., a reasonable consumer would consider them important in deciding whether to buy Frigidaire Products.

138. Defendant's representations were a substantial factor and proximate cause in causing damages and losses to Plaintiff and the Class members.

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

140. For the claims under California's Unfair Competition Law, 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.

Fourth Cause of Action:

Breach of Contract

(By Plaintiff and the California Class)

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

142. Plaintiff brings this cause of action on behalf of herself and the California Class.

143. Plaintiff and Class members entered into contracts with Defendant when they placed orders to purchase Products on Defendant's website.

144. The contracts provided that Plaintiff and Class members would pay Defendant for the Products ordered.

145. The contracts further required that Defendant provide Plaintiff and Class members with Products that have a market value equal to the regular prices displayed on the website. They also required that Defendant provide Plaintiff and Class members with the specific discount advertised on the website. These were specific and material terms of the contract.

146. The specific discounts were a specific and material term of each contract, and were displayed to Plaintiff and Class members at the time they placed their orders.

147. Plaintiff and Class members paid for the Products they ordered, and satisfied all other conditions of their contracts.

148. Defendant breached its contracts with Plaintiff and Class members by failing to provide Products that had a market value equal to the regular price displayed on its website, and by failing to provide the promised discount. Defendant did not provide the discount that Defendant had promised.

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

150. Plaintiff provided Defendant with notice of this breach of contract by mailing a notice letter to Defendant's registered agent and to Defendant's headquarters on September 29, 2026.

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

Fifth Cause of Action:

Breach of Express Warranty

(By Plaintiff and the California Class)

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

153. Plaintiff brings this cause of action on behalf of herself and members of the California Class.

154. Defendant, as the manufacturer, marketer, distributor, supplier, and/or seller of Frigidaire Products, issued material, written warranties by advertising that the Products had a prevailing market value equal to the regular price displayed on Defendant's 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.

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

156. In fact, the Frigidaire Products' stated market values were not the prevailing market values. Thus, the warranty was breached.

157. Plaintiff provided Defendant with notice of this breach of warranty, by mailing a notice letter to Defendant's registered agent and to Defendant's headquarters on September 29, 2026.

158. 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.

159. For their 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 Class as a result of Defendant's unlawful conduct.

Sixth Cause of Action:

Quasi-Contract/Unjust Enrichment

(By Plaintiff and the California Class)

160. Plaintiff incorporates the facts alleged above, except that Plaintiff brings this cause of action in the alternative to her Breach of Contract claim.

161. Plaintiff brings this cause of action in the alternative to her Breach of Contract and Breach of Warranty claims (Counts Four and Five) on behalf of herself and the California Class.

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

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

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

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

166. 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 California Class)

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

168. Plaintiff brings this cause of action on behalf of herself and members of the California Class.

169. 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 on its website.

170. These representations were false.

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

172. Defendant intended that Plaintiff and Class members rely on these representations and Plaintiff and Class members read and reasonably relied on them.

173. In addition, Class-wide reliance can be inferred because Defendant's misrepresentations were material, i.e., a reasonable consumer would consider them important in deciding whether to buy Frigidaire Products.

174. Defendant's misrepresentations were a substantial factor and proximate cause in causing damages and losses to Plaintiff and Class members.

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

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

Eighth Cause of Action:

Intentional Misrepresentation

(By Plaintiff and the California Class)

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

178. Plaintiff brings this cause of action on behalf of herself and members of the California Class.

179. 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 on its website.

180. These representations were false.

181. When Defendant made these misrepresentations, it knew that they were false and/or acted recklessly in making the misrepresentations.

182. Defendant intended that Plaintiff and Class members rely on these representations and Plaintiff and Class members read and reasonably relied on them.

183. In addition, Class-wide reliance can be inferred because Defendant's misrepresentations were material, i.e., a reasonable consumer would consider them important in deciding whether to buy Frigidaire Products.

184. Defendant's misrepresentations were a substantial factor and proximate cause in causing damages and losses to Plaintiff and Class members.

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

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

VII. Relief.

187. Plaintiff seeks the following relief for herself and the Class:

- An order certifying the asserted claims, or issues raised, as a class action;
- A judgment in favor of Plaintiff and the proposed class;
- Damages, treble damages, and punitive damages where applicable;
- Restitution;
- Disgorgement, and other just equitable relief;
- Pre- and post-judgment interest;
- An injunction prohibiting Defendant's deceptive conduct, as allowed by law;

- Reasonable attorneys' fees and costs, as allowed by law;
- Any additional relief that the Court deems reasonable and just.

Demand For Jury Trial

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

Dated: October 16, 2026

Respectfully submitted,

By: */s/ Grace Bennett*

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