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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

KAREN CASTILLO MINOTT, *on behalf of herself and all others similarly situated,*

Plaintiff,

vs.

RED THERAPY COMPANY LLC,

Defendant.

Case No. 2:26-cv-12282

CLASS ACTION COMPLAINT

1. VIOLATION OF CALIFORNIA'S FALSE ADVERTISING LAW, CAL. BUS. & PROF. CODE § 17500, *et seq.*
2. VIOLATION OF CALIFORNIA'S CONSUMERS LEGAL REMEDIES ACT, CAL. CIV. CODE § 1750 *et seq.*
3. VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW, CAL. BUS. & PROF. CODE § 17200, *et seq.*
4. BREACH OF CONTRACT
5. BREACH OF EXPRESS WARRANTY
6. BREACH OF IMPLIED WARRANTY
7. QUASI-CONTRACT / UNJUST ENRICHMENT
8. NEGLIGENT MISREPRESENTATION
9. INTENTIONAL MISREPRESENTATION

DEMAND FOR JURY TRIAL

Plaintiff Karen Castillo Minott ("Plaintiff"), individually and on behalf of all others similarly situated, brings this class action lawsuit against Red Therapy Company LLC ("Red Therapy Co." or "Defendant") and alleges, upon personal knowledge as to Plaintiff's own actions and her counsel's investigation and upon information and good faith belief as to all other matters, as follows:

I. INTRODUCTION

1. Red Therapy Co. markets red and near-infrared light therapy devices and related accessories (the "Products") under the Red Therapy Co. and RedRush brands and on the website www.redtherapy.co (the "Website"). It engages in fake sales.

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

3. While there is nothing wrong with a legitimate sale, a fake sale—that is, a "sale" with fake regular prices, fake discounts, and fake expirations—is illegal and deceptive.

4. 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 falsely claiming that a product is on sale, when it is not.

5. 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 advertisement. Cal. Bus. & Prof. Code § 17501.

6. Accordingly, in addition to generally prohibiting false and misleading fake discounts, California's False Advertising Law also specifically prohibits the

particular type of fake discount where the advertised former price is not the prevailing price during the past three months.

7. Further, California's Consumers 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).

8. Additionally, 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," such as 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 so. 16 C.F.R. § 233.2.

9. Where a seller offers goods at prices lower than those charged by others for the same merchandise, "the advertised higher price must be based upon fact, and not be fictitious or misleading," and the seller "should be reasonably certain that the higher price he advertises does not appreciably exceed the price at which substantial sales of the article are being made in the area—that is, a sufficient number of sales so that a consumer would consider a reduction from the price to represent a genuine bargain or saving." 16 C.F.R. § 233.2(a). Where the comparison is to comparable rather than identical merchandise, the seller should be reasonably certain "that the price advertised as being the price of comparable merchandise does not exceed the price at which such merchandise is being offered by representative retail outlets in the area." *Id.* § 233.2(c).

10. The Commission's regulations further address price comparisons drawn to list or suggested retail prices. Because "[m]any members of the purchasing public believe that a manufacturer's list price, or suggested retail price, is the price at which an article is generally sold," the Commission recognizes that "[t]o the extent that list

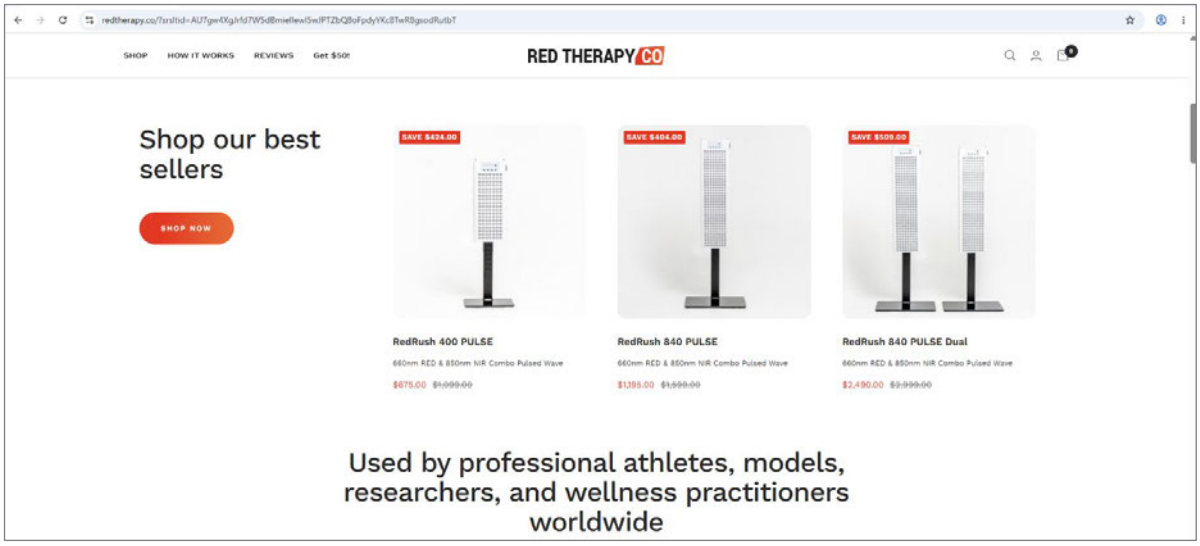
or suggested retail prices do not in fact correspond to prices at which a substantial number of sales of the article in question are made, the advertisement of a reduction may mislead the consumer." 16 C.F.R. § 233.3(a). Accordingly, "if the list price is significantly in excess of the highest price at which substantial sales in the trade area are made, there is a clear and serious danger of the consumer being misled by an advertised reduction from this price." *Id.* § 233.3(d).

11. Fake sales violate these laws.

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

13. In violation of these laws and California's prohibition on unlawful, unfair, and deceptive business practices, Red Therapy Co. engages in fake sales in its marketing of the Products.

14. Red Therapy Co. lists purported regular prices for its Products in grey strikethrough font, directly beside a lower, highlighted "sale" price, and pairs each listing with a red badge advertising a purported dollar savings (e.g., "SAVE $424.00"). An example from Defendant's current homepage is shown below:



Red Therapy Co. homepage, captured October 16, 2026

15. Far from being a genuine, temporary price reduction, however, Defendant's discounts are perpetual. For example, Defendant offered the RedRush 400 PULSE (660nm RED & 850nm NIR Combo Pulsed Wave) device ("RedRush 400 PULSE")—the Product Plaintiff purchased—at the same purportedly discounted price, from the same purported regular price, with the same purported savings, during the three months preceding Plaintiff's purchase. Defendant continues to advertise the same purported regular price for that device today, now paired with an even larger purported discount. Defendant uses the same fake reference pricing across its product line.

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

17. The regular 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 the customer is receiving and are often not discounts at all. Nor are the purported discounts time-limited—quite the opposite, they are consistently available.

18. As described in greater detail below, Plaintiff purchased a Product from Defendant through the Website. At the time of purchase, Defendant was actively advertising a sale, representing that the Product Plaintiff purchased was available at a substantial discount from its purported regular price as advertised by Defendant on the Website.

19. Relying on Defendant's representations, Plaintiff believed that the Product she purchased had a genuine regular price and a market value equal to that price, and that Plaintiff was receiving a substantial and meaningful discount from that price. These reasonable beliefs—each of which was induced by Defendant's advertising—were the direct cause of Plaintiff's decision to purchase from Defendant at the time and price Plaintiff did.

20. However, Defendant's representations were false. The advertised reference price was not Defendant's true regular price, and the purported discount was illusory. The discounted price was simply the price at which Defendant routinely sold the Product. Had Defendant been truthful, Plaintiff and other consumers would not have purchased the Products, or would have paid less for them.

21. Plaintiff brings this case on behalf of herself and the other customers who purchased Defendant's Products.

II. PARTIES

22. Plaintiff Castillo Minott is, and was at all relevant times, an individual and resident of Los Angeles in Los Angeles County, California. Plaintiff intends to remain in California and makes her permanent home there. Plaintiff resided in California at the time of the purchase described below.

23. Defendant Red Therapy Company LLC is a limited liability company organized under the laws of the State of Colorado. Defendant markets, advertises, and sells the Products under the Red Therapy Co. and RedRush brands, including through the Website. Defendant markets, advertises, and sells the Products to consumers throughout the United States, including in California.

III. JURISDICTION AND VENUE

24. The exercise of federal subject matter jurisdiction is appropriate pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2) ("CAFA"), because (i) the proposed Classes contain more than 100 members; (ii) the aggregate amount in controversy exceeds $5,000,000, exclusive of interest and costs; and (iii) at least one member of the proposed Classes is a citizen of a State different from Defendant. Plaintiff is a citizen of California. Defendant, a limited liability company, is deemed a citizen of Colorado, the State under whose laws it is organized, and of the State in which it has its principal place of business. *See* 28 U.S.C. § 1332(d)(2)(A), (d)(5)(B), (d)(6), (d)(10). Defendant has listed its principal address as Denver, Colorado with the Colorado Secretary of State, as Brentwood, Tennessee

with the California Secretary of State, and as Antioch, Tennessee on its Website. On information and belief, however, Defendant is owned and operated by Eric James and is based in San Diego, California. Because Defendant sells the Products nationwide, the proposed Classes include citizens of many States other than Colorado, Tennessee, and California. On information and belief, fewer than one-third of the members of all proposed Classes in the aggregate are citizens of California, the State in which this action is filed. The exceptions set forth in 28 U.S.C. § 1332(d)(3)-(4) therefore do not apply.

25. This Court has personal jurisdiction over Defendant because Defendant purposefully directs its business activities at California, including by marketing, advertising, and selling the Products to California consumers through its Website and shipping Products to California. Defendant has also expressly elected to have California law govern its relationships with its customers, as alleged below. Plaintiff's claims arise out of and relate to those California contacts, including Defendant's sale of the RedRush 400 PULSE to Plaintiff in this District.

26. Venue is proper pursuant to 28 U.S.C. § 1391(b)(1) and 28 U.S.C. § 1391(d) because Defendant would be subject to personal jurisdiction in this District if this District were a separate state, given that Defendant sold Products to consumers in this District, including 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, which Plaintiff made while residing in Los Angeles, California, within this District.

27. California law governs the claims of Plaintiff and the members of the proposed Classes, as Defendant itself has declared. Defendant publishes Terms of Service on its Website but does not require, or even ask, customers to assent to them. *See* ¶¶ 78–79. Section 18 of those Terms of Service states that "[t]hese Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of California." Through this

published statement, Defendant unilaterally elected California law to govern its transactions with every purchaser of its Products, regardless of where that purchaser resides. Plaintiff does not rely on Section 18 as a term of any agreement between Defendant and its customers. Rather, Defendant's own election confirms that Defendant expects California law to govern its customer transactions, so applying California law to the claims of all Class members is neither arbitrary nor unfair to Defendant. And if Defendant contends that its Terms of Service bind Plaintiff or Class members, or seeks to enforce any of their provisions, Defendant is bound by its own selection of California law in Section 18.

IV. FACTUAL ALLEGATIONS

A. DEFENDANT'S FAKE PRICES AND FAKE DISCOUNTS.

28. Defendant distributes, markets, and sells the Products.

29. Defendant creates the false impression that its Products' regular prices are higher than they truly are. On its Website, Defendant consistently advertises its Products as being offered at steep discounts.

30. Defendant displays a purported regular price in grey strikethrough font, immediately adjacent to a lower, colored "sale" price, and accompanies each listing with a red badge advertising the purported dollar savings (e.g., "SAVE $354.00").

31. Defendant further reduces the prices consumers actually pay through discount codes applied at checkout. Plaintiff, for example, applied the discount code "AGELESS" to her purchase, reducing the price she paid even further below Defendant's purported regular price.

32. Defendant displays these purported discounts throughout its Website, including on its homepage, where it promotes its "best sellers" at purportedly discounted prices, and on its Product collection pages, such as its "RedRush Devices" collection page. Defendant does not disclose that its purported "sale" prices are, in fact, the prices at which it routinely sells its Products.

33. Even though these discounts run in perpetuity, Defendant represents that the strikethrough prices are its Products' regular prices, and that consumers who purchase at the "sale" price are receiving a genuine discount from those regular prices.

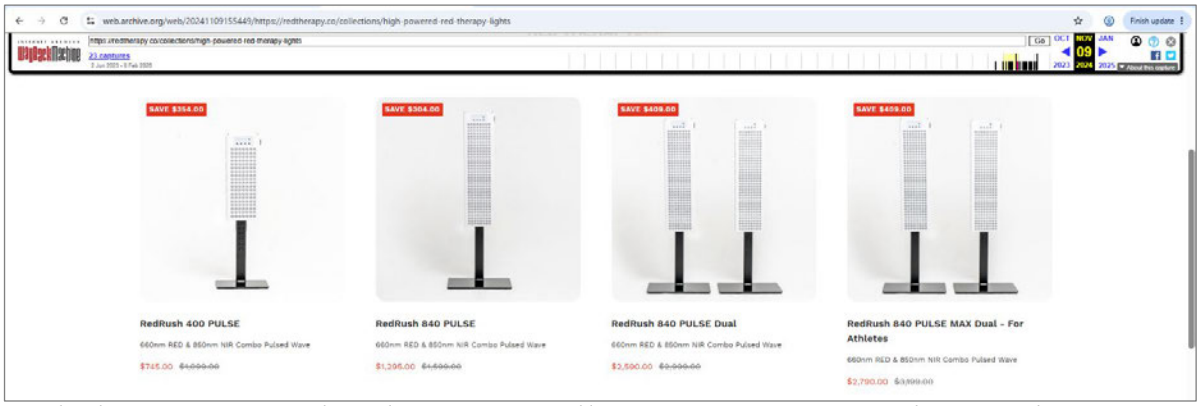
34. For example, Defendant's Website represents that the RedRush 400 PULSE 660nm RED & 850nm NIR Combo Pulsed Wave device has a regular price of $1,099.00, which Defendant displays in strikethrough font, and that it is on sale for $675.00—a purported savings of $424.00, which Defendant touts in a red "SAVE $424.00" badge.

B. DEFENDANT'S PRODUCTS WERE PERPETUALLY "ON SALE."

35. To determine whether Defendant's advertised regular prices were ever the prices at which its Products were actually offered, Plaintiff's counsel reviewed archived snapshots of Defendant's Website using the Internet Archive's Wayback Machine.[1] Archived captures from the three months immediately preceding Plaintiff's January 29, 2025 purchase show that, during that period, Defendant advertised the RedRush 400 PULSE at the same purported discount, from the same purported regular price, that Plaintiff later encountered.

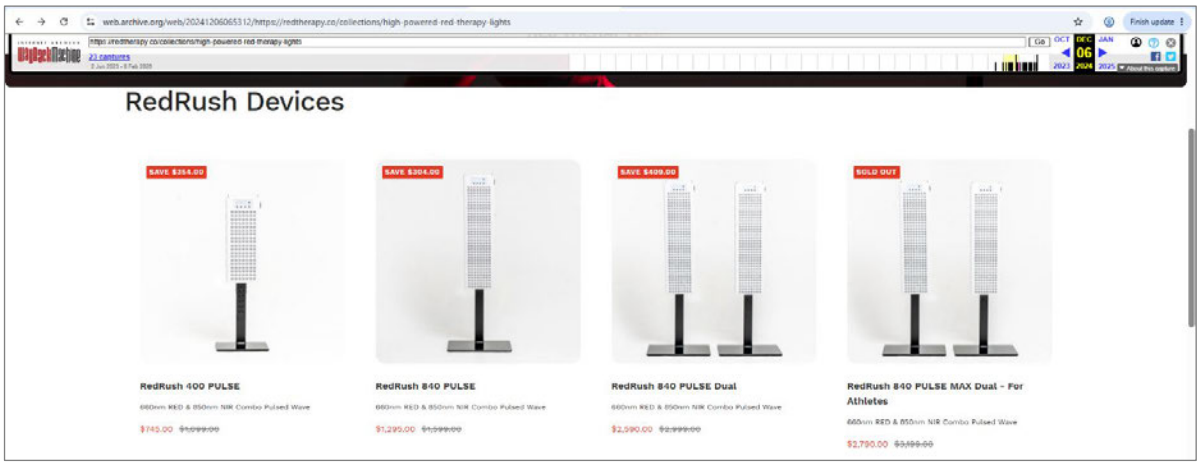
36. Defendant's purported discount on the RedRush 400 PULSE predates that three-month period. As early as October 6, 2024, Defendant's Website advertised the RedRush 400 PULSE for $745.00, with a strikethrough regular price of $1,099.00 and a red "SAVE $354.00" badge. Defendant continued to advertise the identical discount throughout the three months preceding Plaintiff's purchase. On November 9, 2024, for example, Defendant's Website advertised the RedRush 400 PULSE for $745.00, from the same $1,099.00 strikethrough price, with the same "SAVE $354.00" badge:

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



Red Therapy Co. RedRush Devices collection page, captured November 9, 2024 (Internet Archive Wayback Machine)

37. On December 6, 2024, less than two months before Plaintiff's purchase, Defendant's Website advertised the identical discount: $745.00, with a strikethrough regular price of $1,099.00 and the same "SAVE $354.00" badge:



Red Therapy Co. RedRush Devices collection page, captured December 6, 2024 (Internet Archive Wayback Machine)

38. Plaintiff purchased the RedRush 400 PULSE on January 29, 2025. On information and belief, the same purported discount—$745.00 from a strikethrough regular price of $1,099.00—remained in effect at that time. Defendant has never abandoned the $1,099.00 reference price. To the contrary, as of October 16, 2026, Defendant continued to advertise the RedRush 400 PULSE from the identical $1,099.00 strikethrough price, now "on sale" for $675.00 with a "SAVE $424.00" badge, as depicted above. In other words, more than a year and a half after Plaintiff's

purchase, Defendant's purported "regular" price has not changed, while its purported "sale" price has only gone down.

39. In short, in the three-month period preceding Plaintiff's purchase, at the time of Plaintiff's purchase, and consistently since, the RedRush 400 PULSE was never offered at its purported $1,099.00 regular price. It was always "on sale," for $745.00 during the months before Plaintiff's purchase and for $675.00 today. Similarly, Defendant did not sell, or offer to sell, the RedRush 400 PULSE at $1,099.00 at any time during the three months immediately preceding Plaintiff's purchase. Accordingly, $1,099.00 was not the prevailing market price of the RedRush 400 PULSE within three months next immediately preceding Defendant's advertisements, and Defendant's advertisements do not state when, if ever, that price prevailed. *See* Cal. Bus. & Prof. Code § 17501.

40. Thus, the price at which the RedRush 400 PULSE was actually and consistently available was not $1,099.00, but $745.00—and, today, $675.00. Measured against those actual prices, Defendant's purported $1,099.00 regular price is more than 47% higher than the $745.00 "sale" price Defendant advertised in the months leading up to Plaintiff's purchase, and more than 62% higher than the $675.00 "sale" price Defendant advertises today.

C. DEFENDANT USES THE SAME FICTITIOUS REFERENCE PRICES ACROSS ITS PRODUCT LINE.

41. The RedRush 400 PULSE is not an outlier. Defendant applies the same fictitious strikethrough pricing to its other RedRush devices. In each of the October 6, November 9, and December 6, 2024 captures, for example, Defendant advertised its RedRush 840 PULSE for $1,295.00 (from a struck-through "regular" price of $1,599.00), its RedRush 840 PULSE Dual for $2,590.00 (from $2,999.00), and its RedRush 840 PULSE MAX Dual – For Athletes for $2,790.00 (from $3,199.00), as depicted above.

42. Defendant continues to use these same reference prices today. As of October 16, 2026, Defendant advertised its RedRush 840 PULSE for $1,195.00, from the same $1,599.00 strikethrough price, with a "SAVE $404.00" badge, and its RedRush 840 PULSE Dual for $2,490.00, from the same $2,999.00 strikethrough price, with a "SAVE $509.00" badge, as depicted above.

43. Nor is this practice new or temporary. In every capture reviewed—spanning two years, from October 2024 through October 2026—Defendant displayed the identical strikethrough "regular" prices for its RedRush devices ($1,099.00, $1,599.00, and $2,999.00 for the RedRush 400 PULSE, RedRush 840 PULSE, and RedRush 840 PULSE Dual, respectively) and advertised each of those devices as discounted from those prices.

44. On information and belief, Defendant has not sold the RedRush 400 PULSE—or any of its other Products—at its purported regular price in any meaningful quantity, if at all.

45. In short, across its product line, Defendant's strikethrough prices are not former prices at which the Products had been regularly sold, and they were not the prevailing market prices for the Products at any time within the three months immediately preceding Defendant's advertisements. They are fictitious reference prices that exist only to manufacture the appearance of a discount.

46. Based on Defendant's advertisements, reasonable consumers reasonably believe that the purported regular prices Defendant advertises are Defendant's former price—the price at which the Products were actually offered for sale before the advertised discount went into effect.

47. In other words, reasonable consumers reasonably believe that, prior to the advertised sale, consumers had to pay the regular price to get the Products and did not have the opportunity to get a discount from that regular price.

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

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

50. In truth, however, Defendant persistently offers discounts from the purportedly regular prices it advertises.

51. The regular prices Defendant advertises are not Defendant's actual regular or former prices, do not reflect the prevailing prices for the Products, and do not represent the Products' true market value.

52. Defendant's Products are consistently available for less than the purported regular prices, and customers did not have to pay the purported regular prices to purchase those items.

53. The purported discounts Defendant advertises are not the actual discount the customer is receiving, and are often not a discount at all.

54. Further, Defendant's purported discounts are not temporary or expiring soon. Quite the opposite, they are consistently available.

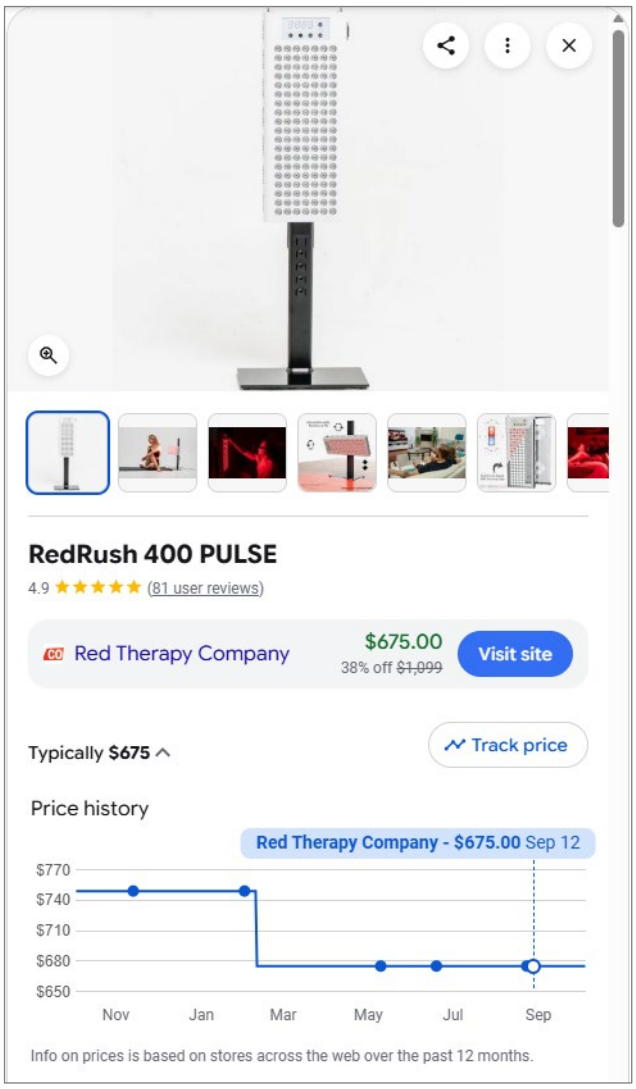
D. DEFENDANT'S REGULAR PRICES WERE NOT THE PREVAILING PRICES.

55. Further, a substantial portion of the Products are sold through Defendant's branded Website.

56. Indeed, if consumers are searching for a Product, they will go to Defendant's Website.

57. Independent price-tracking data confirms that Defendant's purported $1,099.00 regular price is not, and has not been, the prevailing market price for the RedRush 400 PULSE. Google Shopping maintains a price history for the RedRush 400 PULSE that, according to Google, is based on the prices offered by stores across the web over the past twelve months. As shown below, that price history reflects that

the RedRush 400 PULSE was offered for approximately $749.00 from approximately October 2025 through late February 2026, and for $675.00 from late February 2026 through the present. At no point during that twelve-month period was the RedRush 400 PULSE offered for $1,099.00, or for any price approaching it. Google Shopping accordingly reports that the RedRush 400 PULSE is "[t]ypically $675"—even as Defendant's listing on the same page advertises the device as "38% off $1,099":



Google Shopping listing and price history for the RedRush 400 PULSE, captured October 19, 2026

58. Google Shopping's price history confirms that, during every three-month period within the past year, the RedRush 400 PULSE was offered for between

$675.00 and $749.00, and never for $1,099.00. Even measured against the highest price recorded during that period, Defendant's purported $1,099.00 regular price is more than 46% higher. Accordingly, whether measured by Defendant's own Website or by the market as a whole, $1,099.00 was not the prevailing market price of the RedRush 400 PULSE within the three months immediately preceding any of Defendant's advertisements during that period. *See* Cal. Bus. & Prof. Code § 17501.

59. Accordingly, because a substantial portion of the Products are sold on Defendant's Website, and independent price-tracking data confirms that the RedRush 400 PULSE has not been offered anywhere on the web at its purported regular price at any time in the past year, they are commonly sold for the discounted prices routinely available on Defendant's Website.

60. Because the Products routinely and predominantly sell for prices well below Defendant's purported regular prices, those purported regular prices are not, and were not within the three months preceding Defendant's advertisements, the prevailing market prices for the Products.

E. DEFENDANT'S ADVERTISEMENTS ARE UNFAIR, DECEPTIVE, AND UNLAWFUL.

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

62. 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.

63. In addition, California's Consumers 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).

64. 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" 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 true. 16 C.F.R. § 233.2.

65. Finally, California's unfair competition law bans unlawful, unfair, and deceptive business practices. *See* Cal. Bus. & Prof. Code § 17200.

66. Here, as described in detail above, Defendant makes false 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 with the intent not to sell them as advertised, for example, by advertising goods that had certain former prices and/or market values without the intent to sell goods that had 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. Defendant engaged in unlawful, unfair, and deceptive business practices.

F. DEFENDANT'S ADVERTISEMENTS HARM CONSUMERS.

67. Based on Defendant's advertisements, reasonable consumers would expect that the advertised regular prices reflect the prices at which Defendant ordinarily and customarily sells its Products—that is, the former prices at which the Products were sold before the introduction of the advertised discount.

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

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

70. Consumers presented with discounted prices are substantially more likely to complete a purchase. Research consistently shows that two out of three shoppers actively seek discounts, special offers, or more competitively priced items when making purchasing decisions.[2] 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% [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."[3]

71. As one prominent study from the Harvard Business School summarized, laboratory experiments and observational data indicate that false discounts are "a powerful tool to enhance demand" and have a particularly strong influence on "less-informed consumers."[4]

72. These findings are reinforced by an FTC Staff Report titled *Bringing Dark Patterns to Light*, published in September 2022. According to the FTC, false

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[2] *Consumer Behavior Trends: 40 Stats for Retail Success* (2026) *available at* https://www.intelligencenode.com/blog/consumer-behavior-buying-trends-2024/

[3] *E.g., RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases Online, Especially Among Millennial Buyers*, https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html, archived at https://perma.cc/34N6-N8SZ

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

discounts, false limited time messages, claims that an item is almost sold out when there is actually ample supply, and false claims that other people have recently viewed an item each create a "false belief"—specifically, an illusion of urgency, putting undue pressure on customers to "buy immediately[.]"[5]

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

G. PLAINTIFF WAS MISLED BY DEFENDANT'S MISREPRESENTATIONS.

74. On or about January 29, 2025, Plaintiff purchased a RedRush 400 PULSE (660nm RED & 850nm NIR Combo Pulsed Wave) device, together with a Pulse Stand PRO, from Defendant through the Website for a total of $758.68, inclusive of taxes and after application of the discount code "AGELESS."

75. Plaintiff made this purchase while living in Los Angeles, California. At that time, on information and belief, Defendant's Website advertised the RedRush 400 PULSE in the same manner it had during the preceding three months: it represented that the RedRush 400 PULSE had a regular price of $1,099.00 and was on sale for $745.00—a purported savings of $354.00. Plaintiff also applied the

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

"AGELESS" discount code to her order, further reducing the price she paid below Defendant's purported regular price.

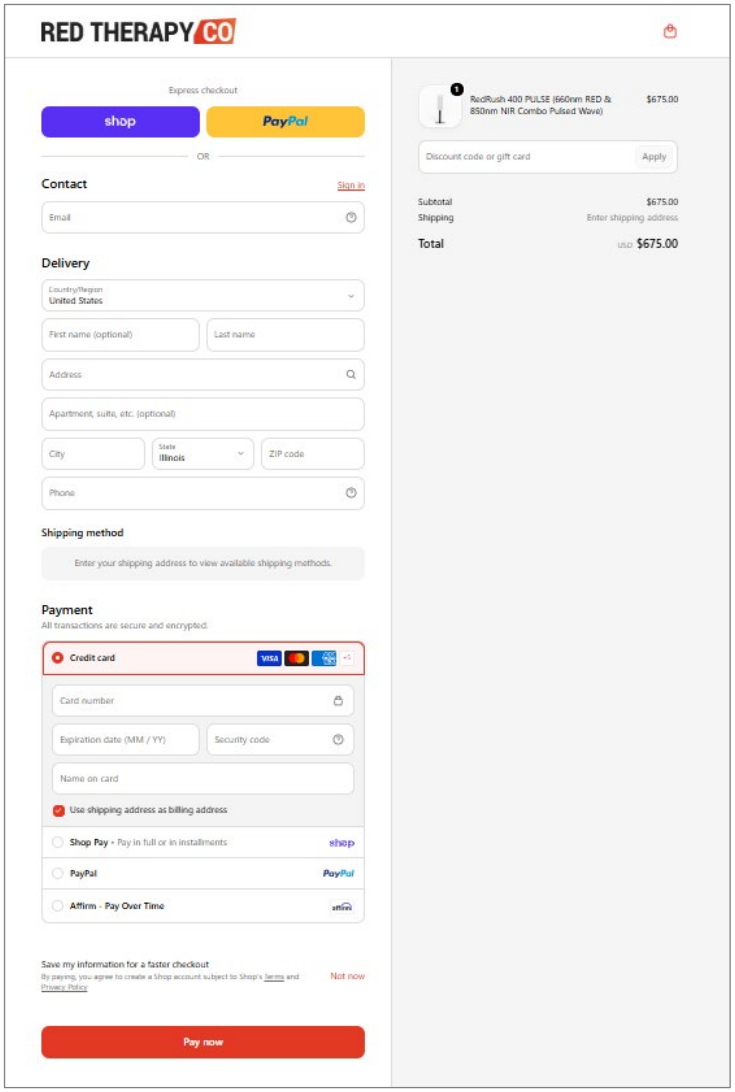
76. Plaintiff read and relied on Defendant's representations on the Website, including that the Product was being offered at a discount from its advertised regular price. Based on those representations, Plaintiff reasonably understood that the advertised regular price reflected the price at which the Product was ordinarily and customarily sold prior to the promotion, that the regular price represented the true market value of the Product, and that Plaintiff was receiving a genuine discount from that price. Plaintiff would not have purchased the Product—or would not have paid the price she paid—had she known that the Product was not genuinely discounted, that the advertised regular price was fictitious, and that the purported discount was illusory.

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

78. Plaintiff did not assent to Defendant's Terms of Service or privacy policy when she completed her purchase or at any other time.

79. Nothing in Defendant's checkout flow asks customers to assent to Defendant's Terms of Service. As shown below, Defendant's checkout page does not require customers to check a box, click a button, or take any other affirmative action to agree to Defendant's Terms of Service, and nothing on the page informs customers that by completing a purchase they are agreeing to those terms. The only reference

to Defendant's Terms of Service is a small hyperlink at the very bottom of the page—below, and visually separated from, the "Pay now" button—listed alongside links to Defendant's refund and privacy policies. The only agreement language anywhere on the page appears in an optional prompt to "[s]ave my information for a faster checkout," which customers may decline by clicking "Not now," and which refers to the terms and privacy policy of Shop, a third-party service—not to Defendant's Terms of Service.



Red Therapy Co. checkout page, captured October 19, 2026

H. DEFENDANT BREACHED ITS CONTRACT.

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

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

82. For example, Defendant offered to provide Plaintiff the RedRush 400 PULSE, with a represented regular price and market value of $1,099.00, for $745.00—a represented discount of $354.00—before application of the "AGELESS" discount code.

83. The regular price and market value of the item Plaintiff would receive, and the amount of the discount she would be provided off of the regular price of that item, were specific and material terms of the contract.

84. Plaintiff performed Plaintiff's obligations under the contract by paying for the item she purchased.

85. Defendant breached its contract by failing to provide Plaintiff with a Product that has a regular price and market value equal to the regular price displayed, and by failing to provide the discount it promised.

I. THERE IS NO ADEQUATE REMEDY AT LAW.

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

87. 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.

88. 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.

89. 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 Plaintiff's legal claims.

90. 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.

V. CLASS ALLEGATIONS

91. Plaintiff brings this proposed class action lawsuit pursuant to Federal Rule of Civil Procedure 23(b)(2) and Rule 23(b)(3) on behalf of herself and a Nationwide Class (the "Class") and a California Subclass (the "California Subclass"; together with the Class, the "Classes") of all others similarly situated, defined as follows:

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

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

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

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

94. **Commonality and Predominance**: There are questions of law and fact common to the claims of Plaintiff and the alleged Classes, and those questions predominate over any questions that may affect individual members of the Classes. Common questions for the members of the Classes include, but are not necessarily limited to the following:

a. whether Defendant made false or misleading statements of fact in its advertisements;

b. whether Defendant violated California's consumer protection statutes;

c. whether Defendant committed a breach of contract;

d. whether Defendant committed a breach of an express or implied warranty; and

e. damages needed to reasonably compensate Plaintiff and the proposed Classes.

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

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

97. **Superiority**: Class proceedings are superior to all other available methods for the fair and efficient adjudication of this controversy, as joinder of all members of the Classes is impracticable. Individual litigation would not be preferable to a class action because individual litigation would increase the delay and expense to all parties due to the complex legal and factual controversies presented in this Complaint as well as the risk of inconsistent adjudication. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court. Through a class action, economies of time, effort, and expense will be fostered, and uniformity of decisions will be ensured.

98. Plaintiff reserves the right to revise the foregoing "Class Allegations" and "Class Definitions" based on facts learned through additional investigation and in discovery.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

VIOLATIONS OF CALIFORNIA'S FALSE ADVERTISING LAW
Cal. Bus. & Prof. Code §§ 17500 & 17501, *et seq.*
(*On Behalf of Plaintiff & the California Subclass*)

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

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

101. Defendant has violated Sections 17500 and 17501 of the Business and Professions Code.

102. Defendant has violated, and continues to violate, Section 17500 of the Business and Professions Code by disseminating untrue and misleading advertisements to Plaintiff and Subclass members.

103. 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., ~~$1,099.00~~) and displaying it next to a lower, discounted price and a "SAVE" badge advertising the purported dollar savings. Reasonable consumers would understand prices denoted as "regular" prices from which discounts are calculated to denote "former" prices, i.e., the prices that Defendant charged before the discount went into effect.

104. The prices advertised by Defendant are not Defendant's "regular" prices. In fact, those prices are never Defendant's regular prices (i.e., the price you usually have to pay to get the product in question), because there is always a heavily advertised discount ongoing, which consumers can further increase with discount codes applied at checkout. 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.

105. 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 three months next 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.

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

107. In addition, Subclass-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 the Products.

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

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

SECOND CAUSE OF ACTION

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

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

111. Plaintiff brings this claim individually and on behalf of the members of the California Subclass.

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

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

114. 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.

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

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

117. 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.

118. 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.

119. And Defendant violated, and continues to violate, section 1770(a)(13) by making false or misleading statements of fact concerning reasons for, existence of, or amounts of, price reductions on its Website, including by (1) misrepresenting the regular price of Products on its Website, (2) advertising discounts and savings that are exaggerated or nonexistent, and (3) misrepresenting that the discounts and savings are unusually large, when in fact they are regularly available.

120. 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.

121. In addition, Subclass-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 the Products.

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

123. Plaintiff and the Subclass were injured as a direct and proximate result of Defendant's conduct because (a) they would not have purchased 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 received products with market values lower than the promised market values.

124. Accordingly, pursuant to California Civil Code § 1780(a)(2), Plaintiff, on behalf of herself and all other members of the Subclass, seeks injunctive relief.

125. **CLRA § 1782 NOTICE.** On October 20, 2026, a CLRA demand letter was sent to Defendant's 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 California Subclass within 30 days of receipt, Plaintiff and the California Subclass will seek all monetary relief allowed under the CLRA.

126. A CLRA venue declaration is attached.

THIRD CAUSE OF ACTION

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

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

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

129. 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).

130. Defendant engaged in unlawful conduct by violating the CLRA and FAL, as alleged above and incorporated here. In addition, Defendant engaged in unlawful conduct by violating the FTCA. The FTCA 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 FTCA. 16 C.F.R. §§ 233.1, 233.2.

131. 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 discounts were false, misleading, and "deceptive."

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

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

134. 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.

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

136. The harm to Plaintiff and the Subclass 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 pricing of consumer products only injures healthy competition and harm consumers.

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

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

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

140. In addition, Subclass-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 Products.

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

142. Plaintiff and the Subclass 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 they were not discounted, and/or (b) they overpaid for the Products because the Products were sold at the regular price and not at a discount.

FOURTH CAUSE OF ACTION

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

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

144. Plaintiff brings this claim individually and on behalf of the members of the Nationwide Class against Defendant. In the alternative, Plaintiff brings this cause of action on behalf of herself and the California Subclass.

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

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

147. 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 a discount equal to the difference between the price paid, and the regular prices advertised. These were specific and material terms of the contract.

148. The specific discounts were a specific and material term of each contract.

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

150. Defendant breached its contracts with Plaintiff and Class members by failing to provide Products that had a "regular" price, former price, and/or prevailing 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 it had promised.

151. 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.

FIFTH CAUSE OF ACTION

BREACH OF EXPRESS WARRANTY

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

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

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

154. Defendant, as the manufacturer, marketer, distributor, supplier, and/or seller of the Products, issued material, written warranties by advertising that the Products had a prevailing market value equal to the regular price displayed on 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 Subclass relied on this warranty. In fact, the Products' stated market value was not the prevailing market value. Thus, the warranty was breached.

156. Plaintiff provided Defendant with notice of this breach of warranty, by mailing a notice letter to Defendant on October 20, 2026.

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

SIXTH CAUSE OF ACTION

BREACH OF IMPLIED WARRANTY
(*On Behalf of Plaintiff & the California Subclass*)

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

159. Plaintiff brings this cause of action on behalf of herself and members of the California Subclass.

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

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

162. In fact, the Products did not have a market value equal to the regular price displayed. Thus, the warranty was breached. Plaintiff provided Defendant with notice of this breach of warranty, by mailing a notice letter to Defendant on October 20, 2026.

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

SEVENTH CAUSE OF ACTION

QUASI-CONTRACT/UNJUST ENRICHMENT
(*On Behalf of Plaintiff & the Nationwide Class*)

164. Plaintiff and the Class members incorporate the foregoing allegations as if fully set forth herein.

165. Plaintiff brings this cause of action on behalf of herself and the Nationwide Class. In the alternative, Plaintiff brings this claim on behalf of herself and the California Subclass.

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

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

168. Plaintiff and the Class seek restitution.

EIGHTH CAUSE OF ACTION

NEGLIGENT MISREPRESENTATION
(On Behalf of Plaintiff & the California Subclass)

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

170. Plaintiff brings this cause of action on behalf of herself and the California Subclass.

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

172. These representations were false.

173. 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.

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

175. In addition, Subclass-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 the Products.

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

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

NINTH CAUSE OF ACTION

INTENTIONAL MISREPRESENTATION
(On Behalf of Plaintiff & the California Subclass)

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

179. Plaintiff brings this cause of action on behalf of herself and the California Subclass.

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

181. These representations were false.

182. 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.

183. Defendant intended that Plaintiff and Subclass members rely on these representations and Plaintiff and Subclass members read and reasonably relied on them.

184. In addition, Subclass-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 the Products.

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

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

PRAYER FOR RELIEF

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

a. For an order certifying the Classes and naming Plaintiff as the representative of the putative Classes and Plaintiff's attorneys as Class Counsel to represent the putative Class members;

b. For an order declaring that the Defendant's conduct violates the statutes and laws referenced herein;

c. For an order finding in favor of Plaintiff and the Classes on all counts asserted herein;

d. For damages, treble damages, and punitive damages where applicable in an amount to be determined by the Court and/or jury;

e. For prejudgment interest on all amounts awarded;

f. For injunctive relief, restitution, and disgorgement, as pleaded or as the Court may deem proper;

g. For an order awarding Plaintiff and the putative Classes their reasonable attorneys' fees and expenses and cost of suit; and

h. Any additional relief that the Court deems reasonable and just.

JURY TRIAL DEMANDED

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

Dated: October 21, 2026

Respectfully submitted,

/s/ Victor J. Sandoval
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