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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CANDICE VANDERMEER, *on behalf of herself and all others similarly situated,*

Plaintiff,

vs.

VITALITY NEXUS, INC. d/b/a INIA,

Defendant.

Case No. 2:26-cv-11637

CLASS ACTION COMPLAINT

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

DEMAND FOR JURY TRIAL

Plaintiff Candice Vandermeer ("Plaintiff"), individually and on behalf of all others similarly situated, brings this class action lawsuit against Vitality Nexus, Inc.. d/b/a INIA ("INIA" 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. INIA markets LED and red light therapy devices and other at-home skincare devices and products (the "Products") through the INIA brand and on the website www.theinia.com (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

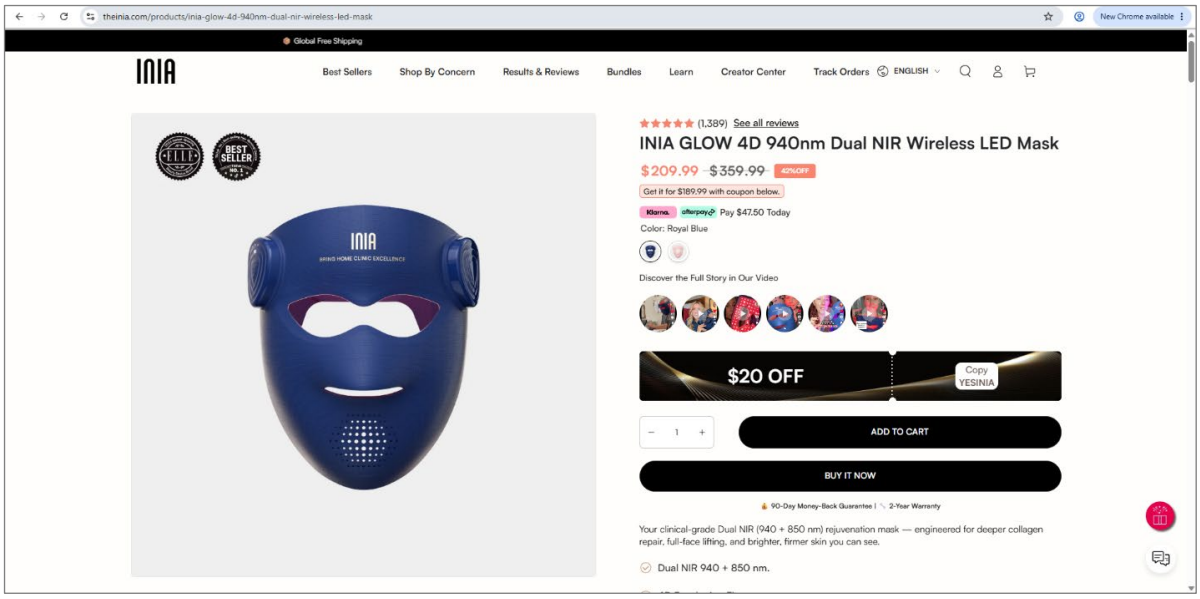
may mislead the consumer." 16 C.F.R. § 233.3(a). Accordingly, "if the list price is significantly in excess of the highest price at which substantial sales in the trade area are made, there is a clear and serious danger of the consumer being misled by an advertised reduction from this price." *Id.* § 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, INIA engages in fake sales in its marketing of the Products.

14. INIA lists purported regular prices for its Products in grey strikethrough font, directly beside a lower, highlighted "sale" price and a badge advertising a purported percentage discount (e.g., "42% OFF"). INIA then layers on a purported additional discount through a coupon code displayed directly on the product page, and which is automatically applied when a consumer adds the product to their cart, representing that consumers can get it for an even lower price "with coupon below." An example is shown below:



INIA GLOW 4D Mask product page, captured October 2, 2026

15. Far from being a genuine, temporary price reduction, however, Defendant's discounts are perpetual. Defendant offered the INIA GLOW 4D 940nm Dual NIR Wireless LED Mask—the Product Plaintiff purchased—at the same purportedly discounted price, from the same purported regular price, at the same purported percentage off, during the three months preceding Plaintiff's purchase, and it continues to do so today. Defendant uses the same fake reference pricing across its entire 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 Vandermeer is, and was at all relevant times, an individual and resident of North Hills 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 Vitality Nexus, Inc. d/b/a INIA is a corporation that maintains a place of business at 1770 Castleton St., Suite 315, City of Industry, California 91748. Defendant markets, advertises, and sells the Products under the INIA brand, including through the Website. On information and belief, Defendant conducts its U.S. marketing and operations from Los Angeles, California. 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, and, on information and belief, Defendant is a citizen or subject of a foreign state. *See* 28 U.S.C. § 1332(d)(2)(A), (C), (d)(5)(B), (d)(6). The Nationwide Class consists of consumers throughout the United States, and, on information and belief, fewer than one-third of the members of all proposed Classes in the aggregate are citizens of California. *See* 28 U.S.C. § 1332(d)(3)-(4).

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, shipping Products to California, and, on information and belief, conducting its U.S. marketing and operations from this District. Plaintiff's claims arise out of and relate to those California contacts, including Defendant's sale of the GLOW 4D Mask 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 North Hills, California, within this District.

IV. FACTUAL ALLEGATIONS

A. DEFENDANT'S FAKE PRICES AND FAKE DISCOUNTS.

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

28. 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.

29. Defendant displays a purported regular price in grey strikethrough font, immediately adjacent to a lower, colored "sale" price and a badge advertising the purported percentage discount (e.g., "42% OFF").

30. Defendant supplements these discounts with a purported additional coupon discount. Directly beneath the strikethrough price, Defendant represents that consumers can get it for an even lower price "with coupon below," and further down the page displays a prominent "$20 OFF" banner with a coupon code that is automatically applied to consumers' purchases.

31. Defendant displays these purported discounts on its Product collection pages, on the individual Product page for each Product, and in the order summary at checkout, where Defendant again displays a struck-through price beside the price charged and tells the consumer how much the consumer has "saved." Defendant does not disclose that its purported "sale" prices are, in fact, the prices at which it routinely sells its Products.

32. 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.

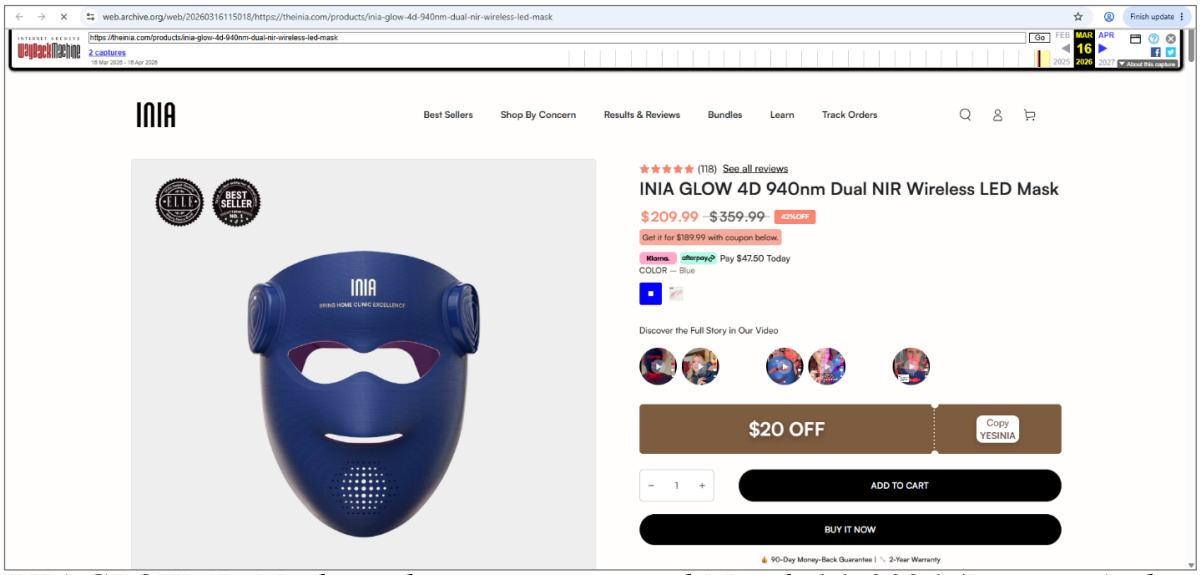
33. For example, Defendant's product page for the INIA GLOW 4D 940nm Dual NIR Wireless LED Mask (the "GLOW 4D Mask") represents that the GLOW 4D Mask has a regular price of $359.99, which Defendant displays in strikethrough font, and that it is on sale for $209.99—a purported "42% OFF" discount, or savings of $150. Defendant further represents that consumers can "[g]et it for $189.99 with coupon below" by adding the coupon code for "$20 OFF," which is automatically applied to an order.

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

34. 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 June 7, 2026 purchase show that, during that period, Defendant advertised the GLOW 4D Mask at the same purported discount, from the same purported regular price, that Plaintiff later encountered.

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

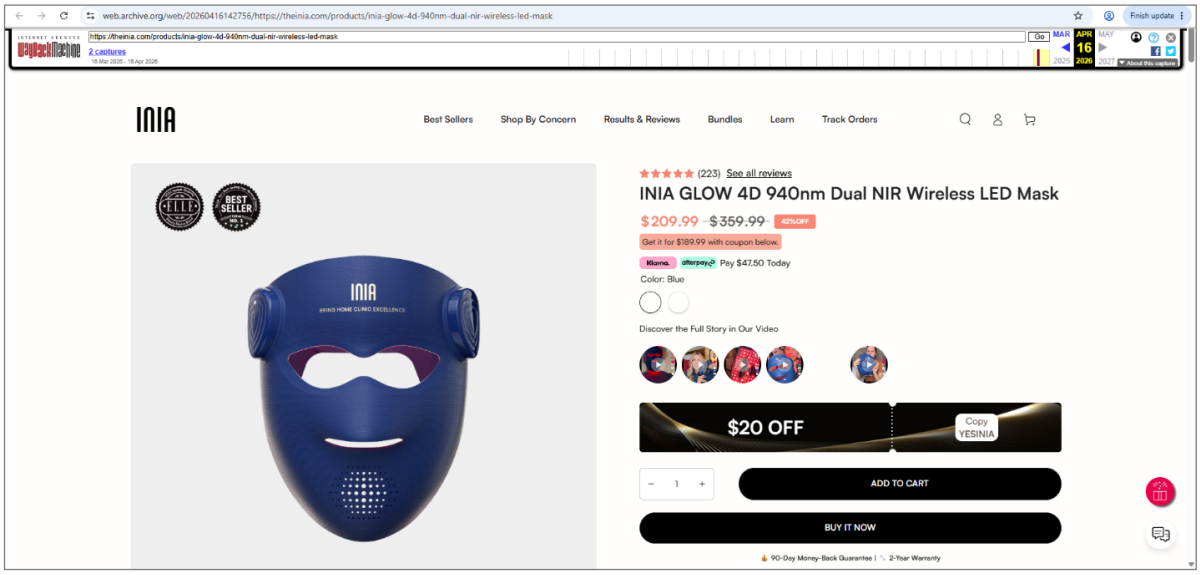
35. On March 16, 2026, Defendant's Website advertised the GLOW 4D Mask for $209.99, with a strikethrough regular price of $359.99, a "42% OFF" badge, the representation that consumers could "[g]et it for $189.99 with coupon below," and the "$20 OFF" "YESINIA" coupon code:



INIA GLOW 4D Mask product page, captured March 16, 2026 (Internet Archive Wayback Machine)

36. On April 16, 2026, Defendant's Website advertised the identical discount: $209.99, with a strikethrough regular price of $359.99, a "42% OFF" badge, the same "$189.99 with coupon" offer, and the same "YESINIA" coupon code:

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INIA GLOW 4D Mask product page, captured April 16, 2026 (Internet Archive Wayback Machine)

37. Plaintiff purchased the GLOW 4D Mask on June 7, 2026, while this same purported discount was in effect. Five days later, on June 12, 2026, Defendant's Website continued to advertise the GLOW 4D Mask at the identical $209.99 "sale" price, from the identical $359.99 strikethrough price, with the same "42% OFF" badge, the same "$189.99 with coupon" offer, and the same "YESINIA" coupon code. The captures taken on April 16 and June 12, 2026, which bracket Plaintiff's purchase, thus reflect identical pricing. Defendant continues to advertise the same pricing today: as of October 2, 2026, the GLOW 4D Mask remained "on sale" for $209.99 from a strikethrough price of $359.99, with the additional $20 off on the same page as depicted above.

38. In short, in every capture—from the months before Plaintiff's purchase through the present—the GLOW 4D Mask was never offered at its purported $359.99 regular price. It was always "on sale" for $209.99, and always available for $189.99 with Defendant's publicly displayed automatically applied coupon code. Defendant did not sell, or offer to sell, the GLOW 4D Mask at $359.99 at any time during the three months immediately preceding Plaintiff's purchase. Accordingly, $359.99 was

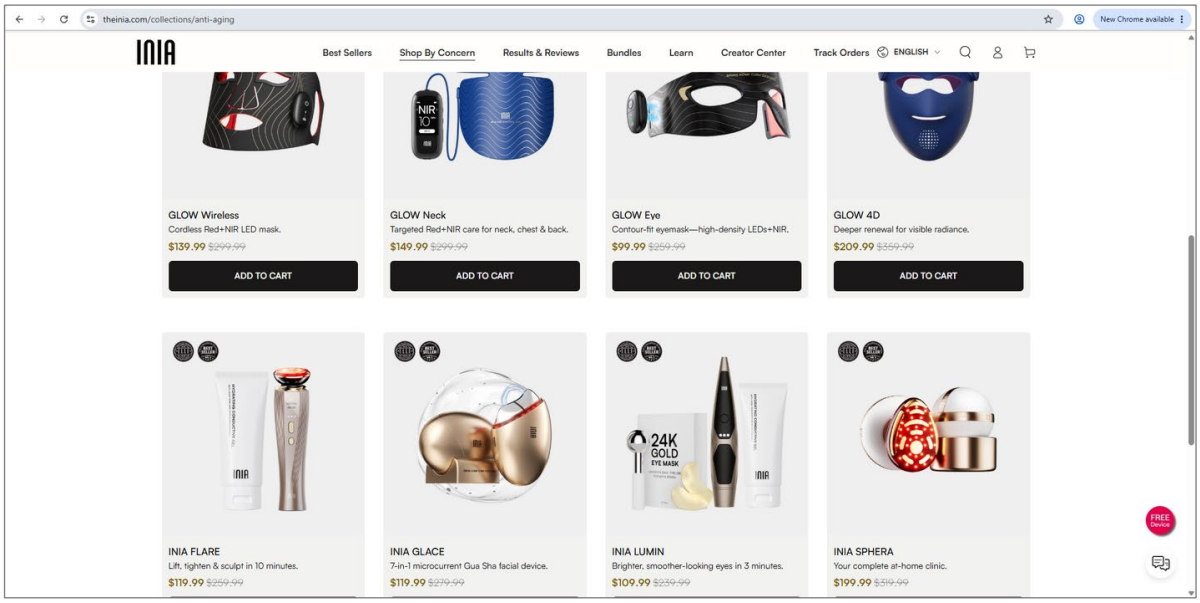
not the prevailing market price of the GLOW 4D Mask within the three months next immediately preceding Defendant's advertisements, and Defendant's advertisements do not state when, if ever, that price prevailed. *See* Cal. Bus. & Prof. Code § 17501.

39. Thus, the price at which the GLOW 4D Mask was actually and consistently available was not $359.99, but $209.99, or $189.99 with Defendant's consistently-offered automatically applied coupon. Measured against those actual prices, Defendant's purported $359.99 regular price is more than 70% higher than its standing $209.99 "sale" price, and nearly 90% higher than the $189.99 price that Plaintiff paid.

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

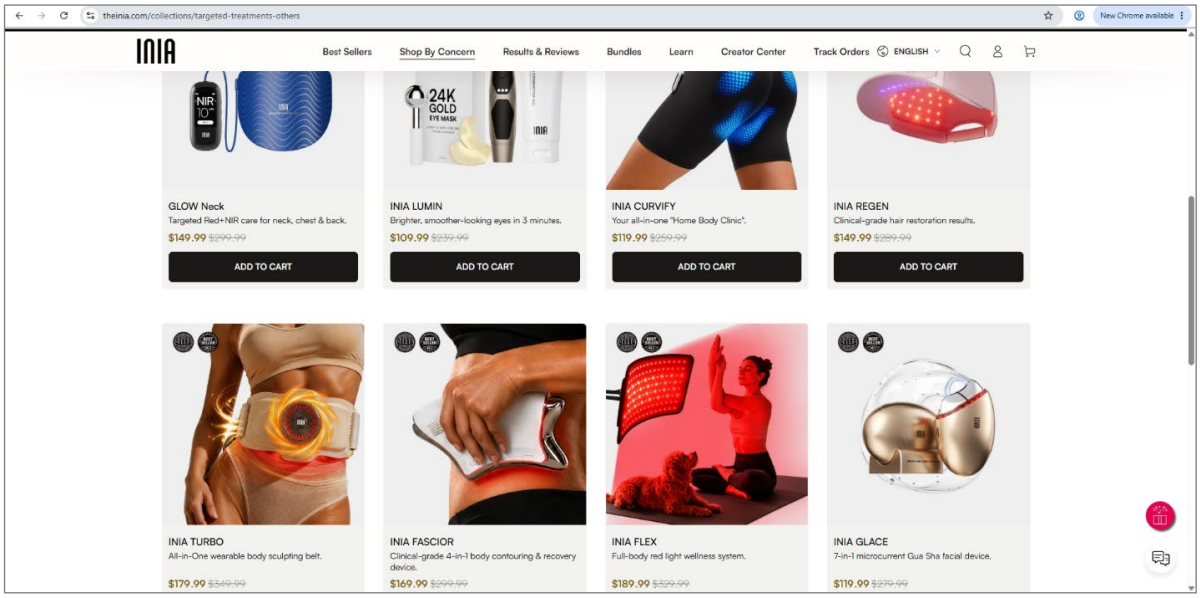
40. The GLOW 4D Mask is not an outlier. Defendant applies the same fictitious strikethrough pricing to every Product on its Website—from its LED masks and microcurrent facial devices to its body-contouring devices, hair-removal device, and skincare gels, masks, serums, and creams. As of October 2, 2026, for example, Defendant advertised its GLOW Wireless mask for $139.99 (from a struck-through "regular" price of $299.99), its GLOW Neck device for $149.99 (from $299.99), its GLOW Eye mask for $99.99 (from $259.99), its INIA FLARE microcurrent device for $119.99 (from $259.99), its INIA LUMIN eye device for $109.99 (from $239.99), and its INIA SPHERA device for $199.99 (from $319.99):

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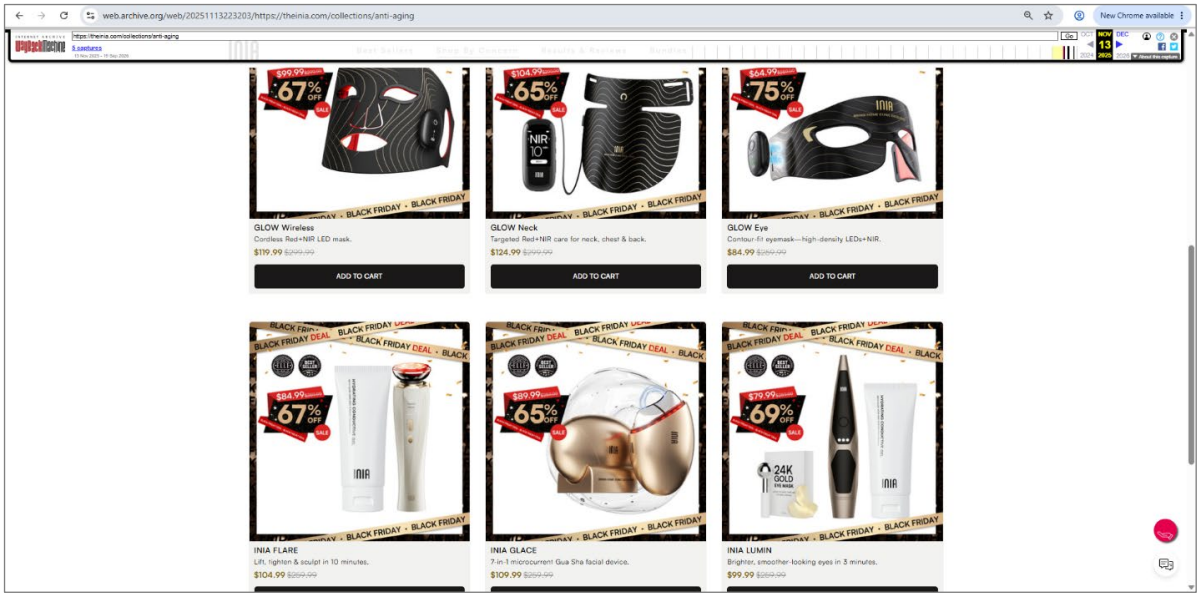
INIA Product page, captured October 2, 2026

41. The same is true of Defendant's body-care devices. As of October 2, 2026, Defendant advertised its INIA TURBO body-sculpting belt for $179.99 (from $349.99), its INIA FASCIOR body-contouring device for $169.99 (from $299.99), its INIA FLEX red-light panel for $189.99 (from $329.99), and its INIA REGEN hair-restoration device for $149.99 (from $289.99), among others:



INIA Product page, captured October 2, 2026

42. Nor is this practice new. Defendant has displayed the same strikethrough "regular" prices for its Products since at least November 2025, and before. On November 13, 2025, Defendant advertised its GLOW Wireless, GLOW Neck, GLOW Eye, and INIA FLARE devices from struck-through "regular" prices of $299.99, $299.99, $259.99, and $259.99, respectively—the very same reference prices Defendant continues to display today—while promoting the reductions as a "Black Friday Deal":

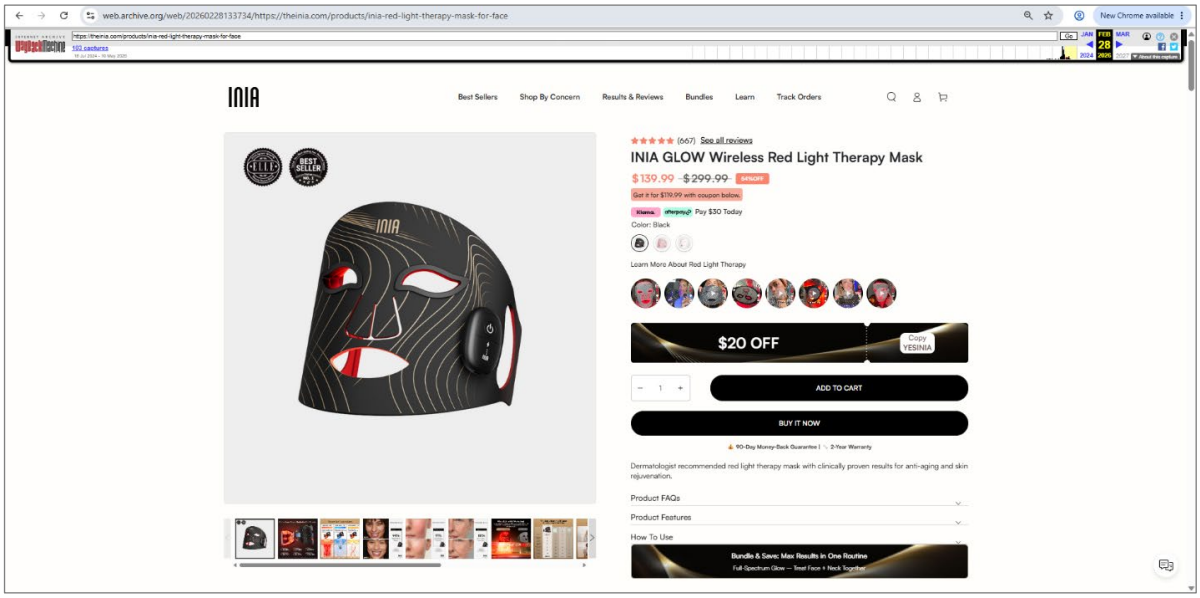


INIA Product page, captured November 13, 2025 (Internet Archive Wayback Machine)

43. The "Black Friday Deal" did not end with Black Friday. On February 28, 2026, Defendant's Website offered the GLOW Wireless mask for $139.99 from the same $299.99 strikethrough price, accompanied by a "54% OFF" badge, the representation that consumers could "[g]et it for $119.99 with coupon below," and the same "$20 OFF" "YESINIA" coupon code that was automatically applied to Plaintiff's order:

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INIA GLOW Wireless product page, captured February 28, 2026 (Internet Archive Wayback Machine)

44. More than seven months later, as of October 2, 2026, Defendant continued to offer the GLOW Wireless mask for the same $139.99 price, from the same $299.99 strikethrough price. On information and belief, Defendant has not sold the GLOW Wireless mask—or any of its other Products—at its purported regular price in any meaningful quantity, if at all.

45. In short, across its entire product line, Defendant's strikethrough prices are not former prices at which the Products were openly and actively offered in good faith, 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. On information and belief, the Products are primarily sold through Defendant's branded Website.

56. Indeed, if consumers are searching for a Product, they will go to Defendant's Website. For example, if a consumer Googles "INIA," the first several results will be related to the Website.

57. Accordingly, because the Products are most commonly sold on Defendant's Website, they are most commonly sold for the discounted prices routinely available on Defendant's Website.

58. The Products are also sold on Amazon.com through an INIA-branded storefront. There, too, the Products sell for far less than the purported regular prices Defendant advertises on its Website. As of October 2, 2026, for example, the GLOW 4D Mask was offered on Amazon for $199.99—less than even the $209.99 "sale" price on Defendant's Website—and the Amazon listing identified a "List Price" of just $249.99, $110 below the $359.99 "regular" price Defendant advertises on its own Website:



INIA GLOW 4D Mask Amazon.com listing, captured October 2, 2026

59. Thus, whether sold through Defendant's Website or through Amazon, the Products routinely and predominantly sell for prices well below Defendant's purported regular prices, and 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.

60. 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.

61. 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.

62. 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).

63. 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.

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

65. 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.

66. 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.

67. 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.

68. 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.

69. 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]

70. As one prominent study from the Harvard Business School summarized, laboratory experiments and observational data indicate that false discounts are "a

[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

powerful tool to enhance demand" and have a particularly strong influence on "less-informed consumers."[4]

71. These findings are reinforced by an FTC Staff Report titled *Bringing Dark Patterns to Light*, published in September 2022. According to the FTC, false 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 pressures on customers to "buy immediately[.]"[5]

72. 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.

73. On or about June 7, 2026, Plaintiff purchased an INIA GLOW 4D 940nm Dual NIR Wireless LED Mask from Defendant through the Website for $189.99.

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[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.

[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

74. Plaintiff made this purchase while living in North Hills, California. At that time, Defendant's Website advertised the GLOW 4D Mask in the same manner it had during the preceding three months: it represented that the GLOW 4D Mask had a regular price of $359.99 and was on sale for $209.99—a purported "42% OFF" discount, or savings of $150—and that Plaintiff would save an additional $20 with the "YESINIA" coupon code. The coupon code was automatically applied and Plaintiff paid $189.99. Defendant's order summary reinforced the purported discount, displaying a struck-through price beside the price Plaintiff paid and representing that Plaintiff had "saved $20.00."

75. 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.

76. 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.

H. DEFENDANT BREACHED ITS CONTRACT.

77. 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.

78. 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.

79. For example, Defendant offered to provide Plaintiff the GLOW 4D Mask, with a represented regular price and market value of $359.99, for $189.99—a represented discount of $170.

80. 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.

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

82. 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.

83. 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.

84. 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.

85. 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.

86. 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.

87. 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

88. 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 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.

89. 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.

90. **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.

91. **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;

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

92. **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.

93. **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 have any conflicts with or interests adverse to the Classes.

94. **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.

95. 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*)

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

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

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

99. 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.

100. 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., ~~$359.99~~) and displaying it next to a lower, discounted price and a percentage-off badge. 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.

101. 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 is increased with an automatically applied coupon code Defendant displays on the same page. 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.

102. 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.

103. 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.

104. 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.

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

106. 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*)

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

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

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

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

111. 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.

112. As alleged more fully above, Defendant made and disseminated untrue and misleading statements of facts 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.

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

114. 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.

115. 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.

116. 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.

117. 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.

118. 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.

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

120. 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.

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

122. **CLRA § 1782 NOTICE.** On October 6, 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.

123. 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)

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

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

126. 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).

127. 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.

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 discounts were false, misleading, and "deceptive."

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.

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 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).

133. 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 consumer products only injure healthy competition and harm consumers.

134. Plaintiff and the subclass 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 the Product. Defendant's representations were a substantial factor in Plaintiff's purchase decision.

137. 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.

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

139. 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*)

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

141. 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.

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

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

144. 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.

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

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

147. 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.

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148. 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*)

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

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

151. 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.

152. 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.

153. Plaintiff provided Defendant with notice of this breach of warranty, by mailing a notice letter to Defendant, on October 6, 2026.

154. 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.

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SIXTH CAUSE OF ACTION

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

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

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

157. 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.

158. This warranty was part of the basis of the bargain and Plaintiff and members of the subclass relied on this warranty.

159. 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 6, 2026.

160. 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*)

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

162. 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.

163. 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.

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

165. Plaintiff and the Class seek restitution.

EIGHTH CAUSE OF ACTION

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

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

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

168. 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.

169. These representations were false.

170. 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.

171. Defendant intended that Plaintiff and subclass members rely on these representations and Plaintiff and subclass members read and reasonably relied on them.

172. 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.

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

174. 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)

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

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

177. 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.

178. These representations were false.

179. 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.

180. Defendant intended that Plaintiff and subclass members rely on these representations and Plaintiff and subclass members read and reasonably relied on them.

181. 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.

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

183. 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 6, 2026

Respectfully submitted,

/s/ Victor J. Sandoval
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* *Pro Hac Vice* application to be submitted

Counsel for Plaintiff & the Proposed Classes