**IN THE CIRCUIT COURT OF THE STATE OF OREGON**
**FOR THE COUNTY OF MULTNOMAH**

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| ALLY STONEHAM, CHRISTINE DUMM, and JOSEPH KELLEY, each individually and on behalf of all others similarly situated,<br><br>*Plaintiffs*,<br><br>v.<br><br>INTERACTIVE MEMORIES, INC., d/b/a MIXBOOK,<br><br>*Defendant*. | Case No. 26CV06317<br><br>**FIRST AMENDED (CONSOLIDATED) CLASS ACTION COMPLAINT**<br><br>**DEMAND FOR JURY TRIAL**<br><br>OREGON UNLAWFUL TRADE PRACTICES ACT<br>CALIFORNIA FALSE ADVERTISING LAW<br>CALIFORNIA CONSUMER LEGAL REMEDIES ACT<br>CALIFORNIA UNFAIR COMPETITION LAW<br>WASHINGTON CONSUMER PROTECTION ACT<br><br>Claim for: Over $10 million<br>Fee authority: ORS 21.160(1)(e)<br>Not subject to mandatory arbitration |

## Introduction.

1.

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

2.

While there is nothing wrong with a legitimate sale, a fake one—that is, one with made-up regular or former prices (known as "list prices"), made-up discounts, and made-up expirations—is deceptive and illegal. This case is about false and misleading list prices, discounts, and sales.

3.

As the Federal Trade Commission advises in its *Guides Against Deceptive Pricing*, it is deceptive to make 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.

4.

In addition, Oregon's Unlawful Trade Practices Act (UTPA) expressly prohibits businesses from making "false or misleading representations of fact concerning the reasons for, existence of, or amounts of price reductions," O.R.S. § 646.608(1)(j); "false or misleading representations of fact concerning the offering price of, or the person's cost for real estate, goods or services," O.R.S. § 646.608(1)(s); representing that goods have "characteristics" that they do not have, O.R.S. § 646.608(1)(e); advertising "goods … with intent not to provide the real estate, goods or services as advertised," O.R.S. § 646.608(1)(i); and making "false or misleading statements about a … promotion," O.R.S. § 646.608(1)(p).

5.

The UTPA also prohibits sellers from using misleading price comparisons to advertise their products. O.R.S. § 646.608(1)(ee).

6.

Furthermore, California's Unfair Competition Law bars unlawful, unfair, and deceptive business practices. *See* Cal. Bus. & Prof. Code § 17200. Likewise, California's False Advertising Law prohibits businesses from making statements they know or should know to be untrue or misleading. Cal. Bus. & Prof. Code § 17500. This includes statements falsely suggesting that a product is on sale, when it actually is not. Moreover, 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.

7.

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

8.

Likewise, Washington's consumer protection law prohibits deceptive and false discounting and pricing in a materially similar manner. For example, like California's Unfair Competition Law, the Washington Consumer Protection Act prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices." *See* Wash. Rev. Code Ann. § 19.86.020.

9.

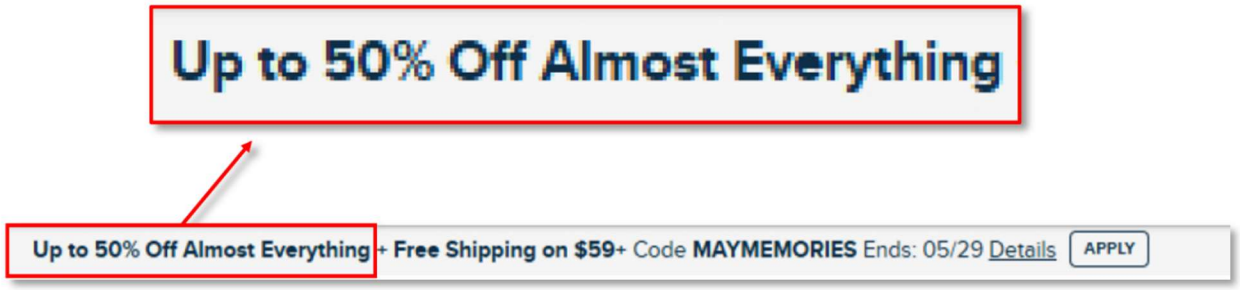
So, as numerous courts have found, fake sales violate these laws.

10.

Defendant Interactive Memories, Inc. d/b/a Mixbook ("Defendant" or "Mixbook") sells and markets personalized photo books, calendars, cards, and home décor online through its website, www.mixbook.com.

11.

On its website, Defendant advertises discounts on everything or "almost everything" it sells (the "Mixbook Products" or "Products").[1] It lists purported regular prices and purported limited-time sales offering steep discounts—for example, "up to 50% off"—from those listed regular prices. Defendant advertises end dates to its sales—often coupled with "countdown clocks" purportedly marking the end of the sale period—to convey that its sales are limited-time and on the verge of ending. An example is shown below:




12.

But these advertisements are false and misleading. Far from being time-limited, steep sitewide discounts on all of Defendant's Products are always available. As a result, everything about Defendant's price and purported discount advertising is false and misleading. The list prices Defendant advertises are not actually Defendant's regular prices (former prices), or the

[1] The following items are excluded from Defendant's sales on "almost everything": 6x6 photo books, all Softcover photobooks, and magnets. These items excluded from Defendant's "almost everything" sales are not at issue in this case and are not part of the definition of "Mixbook Products" or "Products."

market value of Defendant's Products, because Defendant's Products are always available for less than that. The purported discounts Defendant advertises are not the true discount the customer is receiving, and are often not a discount at all. Nor are the purported discounts limited time—quite the opposite, they are always available.

13.

As described in greater detail below, Plaintiffs purchased Products from Defendant online on www.mixbook.com. Like Defendant's other customers, when Plaintiffs bought the Products, Defendant advertised that a purported sale was going on each time, and that the Products were being offered at a steep discount from the purported regular prices. Plaintiffs believed that the Products that they purchased usually retailed for the displayed regular price. They believed the list prices were the regular and former prices charged by Defendant, in the recent past and for a substantial time. They further believed that they were getting a substantial discount from the regular price, that the opportunity to get those discounts was time-limited, and that the Products had a market value of the advertised list prices. These reasonable beliefs are what caused them to buy from Defendant. If they had known that the Products they purchased were not genuinely on sale, they would not have bought them or would have paid less.

14.

But none of that was true. The representations Plaintiffs relied on were not true. The purported regular price was not the true regular price that Defendant sells the Product for nor the Product's market value, the purported discount was not the true discount, and the discount was ongoing—not time-limited. Again, had Defendant been truthful, Plaintiffs and other consumers would have paid less for the Products, or would not have purchased them at all.

15.

Plaintiffs bring this case for themselves and the other customers who purchased Mixbook Products during the relevant timeframe.

**Parties.**

16.

Plaintiff Ally Stoneham is domiciled in Portland, Oregon.

17.

Plaintiff Christine Dumm is domiciled in Los Angeles, California.

18.

Plaintiff Joseph Kelley is domiciled in Woodinville, Washington.

19.

The proposed Class includes citizens of Oregon, California, and Washington.

20.

Defendant Interactive Memories, Inc. is a Delaware corporation with its principal place of business at 2000 Broadway Street, Redwood City, CA 94063.

**Jurisdiction and Venue.**

21.

This Court has jurisdiction over Defendant under ORCP 4. Defendant does business in this state. Defendant advertises and sells products to consumers in Oregon, and serves a market for its products in Oregon. Due to Defendant's actions, its products have been marketed and sold to consumers in Oregon and harmed consumers in Oregon. Plaintiff Stoneham's claims arise out of Defendant's actions in this forum. Due to Defendant's actions, Plaintiff Stoneham purchased Products from Defendant in Oregon, and was harmed in Oregon.

## Facts.

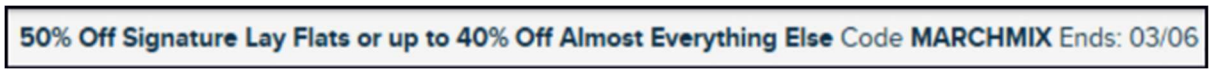
### Defendant's fake sales and discounts.

22.

Defendant Mixbook manufactures, distributes, markets, and sells personalized photo books, calendars, cards, and home décor. Mixbook sells its Products directly to consumers online, through its website, www.mixbook.com. Defendant's website creates an illusion that its Products' regular prices are higher than they truly are.

23.

On any given date on its website, Defendant advertises steep discounts on its Products. These advertisements offer significant discounts sitewide alongside a supposed end date of the discount. Reasonable consumers reasonably interpret Defendant's advertisements to mean that if they buy now, they will be getting a discount from the prices that Defendant usually charges for its Products. And it advertises these discounts extensively: on a banner on every webpage of its website (except for the pages on which a customer, after having chosen what Product they want to purchase, customizes the Product by uploading photos); in a large banner image on its homepage; on its product pages, the shopping cart, and during checkout. Example screenshots are provided here and on the following pages:

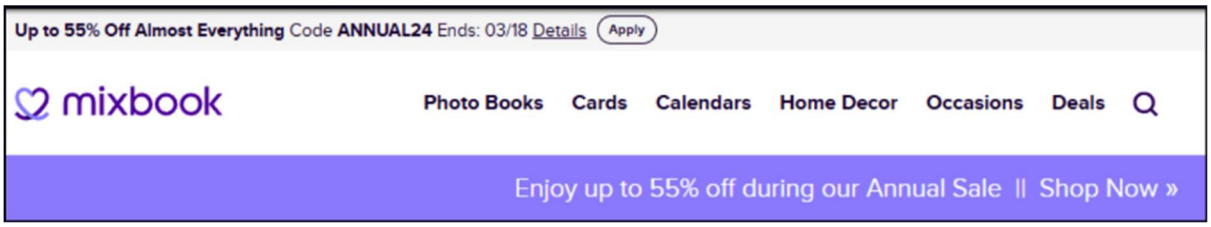



*Captured March 7, 2023*[2]




*Captured August 19, 2023*

[2] The Internet Archive's Wayback Machine identifies this screenshot as having been taken on March 7, 2023 even though the advertisement is listed as ending on March 6, 2023.



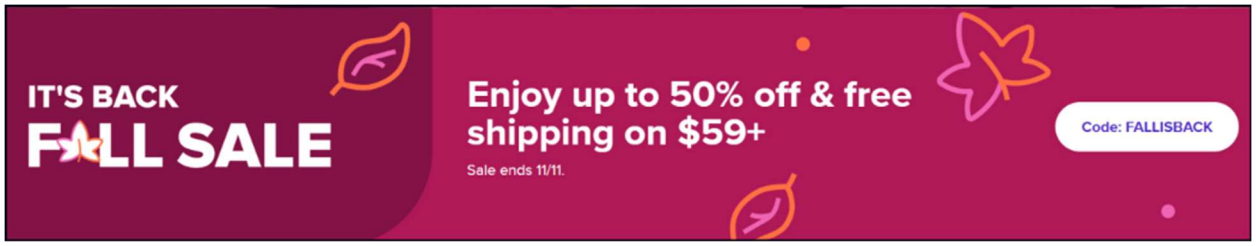

*Captured March 14, 2024*




*Captured September 25, 2024*



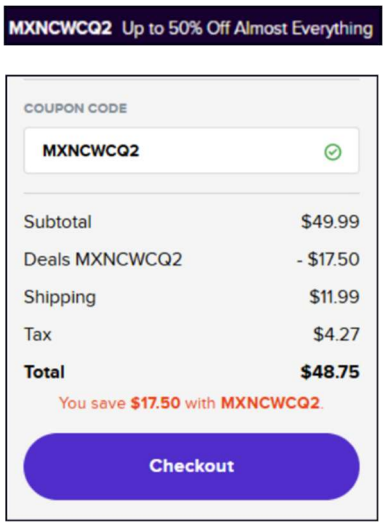

*Captured October 22, 2024*



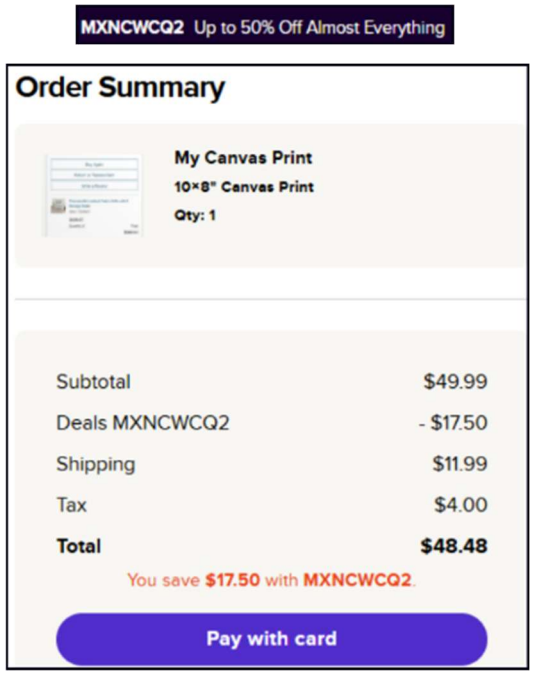

*Captured November 9, 2024*




*Captured July 3, 2025*




*Shopping Cart*




*Checkout*

24.

But immediately after each purportedly time-limited sale ends, Defendant continues to run the same discount, with a new expiration date.

25.

For example, on July 9, 2024, Defendant advertised a purportedly time-limited sale (up to 45% off) that "Ends: 07/10":




26.

On July 11, 2024, however, Defendant advertised the same sale, this time one that supposedly "Ends: 07/15":




27.

The vast majority of the time, Defendant's homepage advertises an "X% Off" or "Up to X% Off" sale that applies to all orders for Products, with no minimum purchase. A small minority of the time, the sitewide sales advertised on the home page require a minimum purchase, usually $49. Here is an example:




*Captured July 25, 2025*

28.

The list prices for Defendant's Products typically exceed the minimum purchase requirement on days that have one, meaning that even on days that include a minimum purchase requirement, the advertised discount always applies to the vast majority of Products Defendant sells—including the ones Plaintiffs bought. Plus, given how steep the advertised discounts are, consumers who buy during these sales have a strong motivation to add items to their order in order to qualify for the discount.[3] In addition, on those days, Defendant usually or always is also

[3] For example, a customer who wishes to buy a product with a $40 list price would be better off adding a second product with a list price of $9 to the order to qualify for the 30% off discount, which would bring the total down to $34.30.

running *additional* promotions not advertised on the home page that apply to everything or "almost everything," with no minimum purchase requirement. For example, on July 25, 2025—a day when the sale advertised on the homepage included a minimum purchase requirement of $49—Defendant was also offering the following promotion (described on the "Promo Terms" page at https://www.mixbook.com/promo/terms):

Promo code: **MXDLS25** | Expires 7/31

**50% Off Favorites:** This offer is only valid with coupon code MXDLS25. Enjoy 50% off 12X12" photo books, 14X11" calendars, premium cards, and all canvas prints. Receive 25% off almost everything else. This offer is not valid for 6X6" photo books and all Softcover photo books. This offer cannot be combined with other coupons, vouchers, Groupons, or applied after an order has been placed. Discount applies only to completed projects. No adjustments on previous purchases. Taxes will apply. Offer expires 7/31/2025 (11:59 pm PT).

**Semi Gloss, Signature Matte - Glossy Hardcover**
8x6 - 25%
11x8.5 - 25%
8.5x11 - 25%
8.5x8.5 - 25%
10x10 - 25%
12x12 - 50%
14x11 - 25%

**Semi Gloss, Signature Matte - Matte Hardcover**
8x6 - 25%
11x8.5 - 25%
8.5x11 - 25%
8.5x8.5 - 25%
10x10 - 25%
12x12 - 50%
14x11 - 25%

**Premium Lustre Hardcover - Matte Hardcover**
8x6 - 25%
11x8.5 - 25%
8.5x11 - 25%
8.5x8.5 - 25%
10x10 - 25%
12x12 - 50%
14x11 - 25%

**Dust Jacket**
8x6 - 25%
11x8.5 - 25%
8.5x11 - 25%
8.5x8.5 - 25%
10x10 - 25%
12x12 - 50%
14x11 - 25%

**Signature Lay Flat (Matte and Lustre) - Matte Hardcover**
11x8.5 - 25%
8.5x11 - 25%
8.5x8.5 - 25%
10x10 - 25%
12x12 - 50%

**Premium Lay Flat (Matte and Lustre) - Matte Hardcover**
11x8.5 - 25%
8.5x11 - 25%
8.5x8.5 - 25%
10x10 - 25%
12x12 - 50%

**Calendars**
11x8.5 - 25%
12x12 - 25%
14x11 - 50%

**Cards**
All Satin Coated - 25%
All Signature Matte - 25%
Pearl Finish - 25%
All Premium - 50%
Cotton Texture - 25%
Luxe Board - 25%
Magnet - 0%

**Address Labels**
Address Labels - 25%
Labels - 25%
Envelopes - 25%

**Canvas Prints**
8x10 - 50%
11x14 - 50%
16x20 - 50%
20x30 - 50%
24x36 - 50%

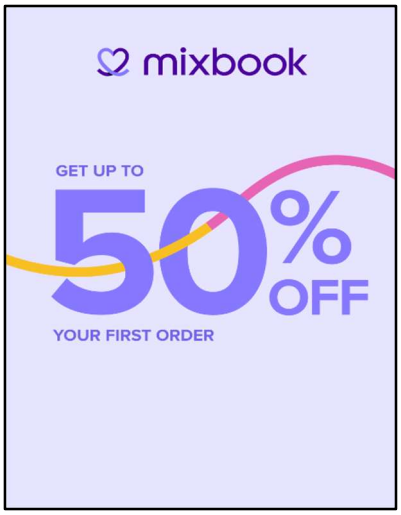
**Metal Prints**
4x6 - 25%
5x7 - 25%
8x10 - 25%
14x11 - 25%
20x16 - 25%
30x20 - 25%
24x36 - 25%

**Acrylic Prints**
6x6 - 25%
11x14 - 25%
16x20 - 25%
20x30 - 25%

**Poster Prints**
11x14 - 25%
16x20 - 25%
20x30 - 25%
24x36 - 25%

29.

In addition, Defendant also always offers an introductory discount of "up to 50% off" a customer's first order. Here is an example:



30.

For all these reasons, even on days where the promotion advertised on the homepage requires a minimum purchase, all or nearly all of Defendant's Products—including ones with a list price below the minimum purchase threshold needed to qualify for the promotion advertised on the homepage—are subject to a significant discount.

31.

To confirm that Defendant always offers discounts off the purported regular prices, Plaintiffs' counsel performed an investigation of Defendant's advertising practices using the Internet Archive's Wayback Machine (available at www.archive.org).[4] That investigation confirms that Defendant's sales are always available. Counsel collected 58 randomly selected screenshots of Defendant's website, www.mixbook.com, from the Internet Archive's Wayback Machine, from 2023-2025. Counsel also collected screenshots directly from Defendant's website in 2025 from 49 different days. A review of these screenshots confirmed that Defendant's sales have persisted continuously for years. On every single day for which counsel reviewed Defendant's website, Defendant advertised a sitewide discount.

32.

More specifically, the screenshots counsel collected show that Defendant was running a sitewide sale that applied to everything or "almost everything" (i.e., to all Products), with no minimum purchase, on 97 out of 107 days.

33.

On the remaining 10 days, the screenshot of the home page depicted a sitewide sale requiring a minimum purchase, and no "Promo Terms" page showing what other promotions

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

were running at the time was available. For the reasons stated above, it is highly likely that, even on those days, the vast majority, if not all, of Defendant's Products were eligible for a promotion entitling the purchaser to a substantial discount off the supposed list prices.

34.

Reasonable consumers do not realize the fake nature of Defendant's promotions. That Defendant's sales are not real sales and instead persist indefinitely is not apparent from merely purchasing the Products, because the sale appears to be a bona fide sale. Consumers do not have any reason to go back to the website day after day to discover that there is still a sale. And, even a consumer who occasionally checks the website would reasonably believe that there happened to be another sale. Discovering Defendant's deception required extensive mining of internet archives, which revealed that the sale is not limited in time, that the discounts are fake, and that the advertised regular prices are fake.

35.

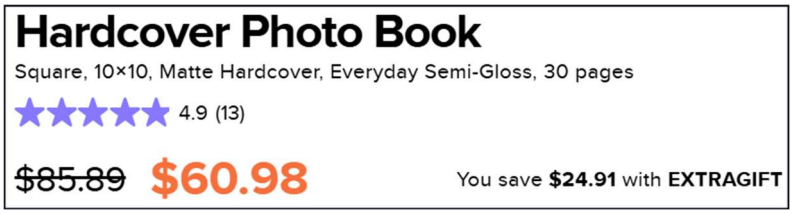
Some of Defendant's purported sales purport to require consumers to apply a coupon code to the order to get the discount. In at least some (and potentially all) cases, the codes are automatically applied to the order, meaning that everyone who buys during the purported sale received the discount. Regardless, the codes are advertised extensively throughout the website and purport to offer substantial savings, so—even in circumstances where the code must be applied, if any—the code is applied to substantially all or all orders placed on Defendant's website.

36.

In addition to advertising fake limited time sales, Defendant's website lists fake regular prices (that is, prices reflecting the list price or value of an item) and fake purported savings off those purported regular prices.

37.

For example, on August 20, 2025, Defendant advertised a purported limited-time sale of up to 55% off. As part of this sale, Defendant listed purported regular prices in smaller, black, strikethrough font along with the purported discounted price in larger, bold, orange font. In this example, Defendant represented that a Square, 10x10, Matte Hardcover, Everyday Semi-Gloss, 30 page "Hardcover Photo Book" had a list price of ~~$85.89~~ and a discounted price of **$60.98** when the "EXTRAGIFT" code was applied:




38.

But the truth is, the listed regular price of ~~$85.89~~ listed for that configuration of the "Hardcover Photo Book" is not its regular price. Instead, the true regular price is much lower, because Defendant always offers steep sitewide discounts on it. As a result, Defendant's customers who bought that Product did not receive $24.91 off. They received a much lower discount, or no discount at all.

39.

Using these tactics, Defendant leads reasonable consumers to believe that they will get a discount on the Products they are purchasing if they purchase during the limited-time promotion. In other words, Defendant leads reasonable consumers to believe that if they buy now, they will get a Product worth X at a discounted, lower price Y. This creates a sense of urgency: buy now, and you will receive something worth more than you pay for it; wait, and you will pay more for the same thing later.

40.

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

41.

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

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

42.

Oregon's Unlawful Trade Practices Act (UTPA) expressly prohibits businesses from making "false or misleading representations of fact concerning the reasons for, existence of, or amounts of price reductions," O.R.S. § 646.608(1)(j); "false or misleading representations of fact concerning the offering price of, or the person's cost for real estate, goods or services," O.R.S. § 646.608(1)(s); representing that goods have "characteristics" that they do not have, O.R.S. § 646.608(1)(e); advertising "goods … with intent not to provide the real estate, goods or services as advertised," O.R.S. § 646.608(1)(i); and making "false or misleading statements about a … promotion," O.R.S. § 646.608(1)(p).

43.

In addition, California's Unfair Competition Law bans unlawful, unfair, and deceptive business practices. *See* Cal. Bus. & Prof. Code § 17200.

44.

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

45.

Furthermore, California's Consumer Legal Remedies Act prohibits "advertising goods or services with the intent not to sell them as advertised" and specifically prohibits "false or

misleading statements of fact concerning reasons for, existence of, or amounts of price reductions." Cal. Civ. Code § 1770(a)(9), (13).

46.

Like Oregon and California law, Washington's Consumer Protection Law prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." Wash. Rev. Code Ann. § 19.86.020. An act is unfair if "(1) it causes or is likely to cause substantial injury that (2) consumers cannot avoid and that (3) is not 'outweighed by countervailing benefits'" to consumers or competition. *Merriman v. Am. Guarantee & Liab. Ins. Co.*, 198 Wash. App. 594, 628 (2017). And an act is deceptive if it constitutes "a representation, omission or practice that is likely to mislead' a reasonable consumer." *Panag v. Farmers Ins. Co. of Wash.*, 166 Wash. 2d 27, 50 (2009).

47.

The Federal Trade Commission's regulations also 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. "Other illustrations" of "fictitious price comparisons" include: "An advertiser might use a price at which he never offered the article at all; he might feature a price which was not used in the regular course of business, or which was not used in the recent past but at some remote period in the past, without making disclosure of that fact; he might use a price that was not openly offered to the public, or that was not maintained for a reasonable length of time, but was immediately reduced." *Id.*

48.

Here, as described in detail above, Defendant makes false or misleading representations about its prices and supposed discounts. Defendant advertises regular prices that are not its true

regular or former prices. Defendant also makes false or misleading representations of fact concerning the reasons for, existence of, and amounts of price reductions, including the existence of steep discounts, and the amounts of those discounts. Defendant also represents that its goods have characteristics that they do not in fact having, by advertising that its Products have regular prices and market values equal to the list prices, when those are not the Products' true regular prices or market values. Similarly, Defendant advertised goods with the intent not to sell them as advertised, for example, by advertising goods having certain former prices and/or market values without the intent to sell goods having those former prices and/or market values. Defendant made false or misleading statements about its promotions by engaging in the previously detailed conduct such as making time-limited offers that are not, in fact, time-limited. And, for all of these reasons, Defendant engaged in unfair and deceptive conduct in trade or commerce.

49.

The UTPA also prohibits sellers from using misleading price comparisons to advertise their products. O.R.S. § 646.608(1)(ee) (citing O.R.S. §§ 646.883 and 646.885). Specifically, it is illegal for a seller to include a price comparison in an advertisement unless "[t]he seller clearly and conspicuously identifies in the advertisement the origin of the price that the seller is comparing to the seller's current price." O.R.S. § 646.883(1). Use of the term "sale" is deemed to identify "the origin of the price that the seller is comparing to the seller's current price as the seller's own former price, or in the case of introductory advertisements, the seller's future price." O.R.S. § 646.885(1). And, unless otherwise stated, use of the terms "discount," "_____ percent discount," "$_____ discount," "_____ percent off," and "$_____ off" are "considered to identify the origin of the price that the seller is comparing to the seller's current price as the seller's former price, or in the case of introductory advertisements, the seller's future price." O.R.S. § 646.885(2).

50.

As alleged in greater detail above, Defendant uses misleading price comparisons.

51.

For example, Defendant uses strikethrough pricing without clearly and conspicuously identifying in the advertisement the origin of the price that the seller is comparing to the current price. As shown above, Defendant uses strikethrough sale pricing without any disclosures about where the strikethrough price comes from.

52.

In addition, as alleged in greater detail above, Defendant uses the words "sale" and "___% OFF" in its promotions, even when the Products are not truly offered at a discount as compared to the seller's former price (or in the case of introductory products, a future price). Defendant also makes no disclosure indicating that the price comparisons are to something other than the former or future price.

**Defendant's advertisements harm consumers.**

53.

Based on Defendant's advertisements, reasonable consumers would expect that the list prices Defendant advertises are the regular and former prices at which Defendant usually sells its Products on the website, that these are former prices that Defendant sold its Products at before the time-limited discount was introduced, that they are the prevailing market prices for the Products, and that they represent the true market value of the Products.

54.

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

example, for items that are purportedly 55% off, reasonable consumers would expect that they are receiving a 55% discount as compared to the regular price, and that the items have a market value of 55% more than what they are spending.

55.

As explained above, however, Plaintiffs and class members' reasonable expectations were not met. Instead of receiving Products with a market value equal to the alleged list prices, they received items worth less. In addition, instead of receiving a significant discount, Plaintiffs and the Class received little or no discount. Thus, Defendant's false advertisements harm consumers by depriving them of the reasonable expectations to which they are entitled.

56.

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

57.

Consumers that are presented with discounts are substantially more likely to make the purchase. "Nearly two-thirds of consumers surveyed admitted that a promotion or a coupon often closes the deal, if they are wavering or are undecided on making a purchase."[5] 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."[6]

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

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

58.

Similarly, when consumers believe that an offer is expiring soon, the sense of urgency makes them more likely to buy a product.[7]

59.

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

**Plaintiffs were misled by Defendant's misrepresentations.**

***Plaintiff Ally Stoneham***

60.

On or around January 1, 2024, Ms. Stoneham purchased a "12x12" Coffee Table Square Glossy Hardcover Photo Book" from Defendant's website, www.mixbook.com. She made this purchase while living in Portland, Oregon. At the time she made this purchase, Defendant's homepage was advertising a supposedly time-limited substantial sale on "almost everything."

[7] Marcus Taylor, How to Effectively Create Urgency in Sales (11 Best Ways) (Feb. 28, 2023), https://cxl.com/blog/creating-urgency/ (addition of a countdown timer increased conversion rates from 3.4%-10%); Dynamic email content leads to 400% increase in conversions for Black Friday email, https://uplandsoftware.com/adestra/resources/success-story/dynamic-email-content-leads-to-400-increase-in-conversions-for-black-friday-email/ (400% higher conversation rate for ad with countdown timer).

61.

Pursuant to the sale, Defendant's website advertised that the list price for the Product Ms. Stoneham purchased was $132.52 for the configuration Ms. Stoneham purchased. The website also advertised that that Product was being offered at a substantial discount with savings of $66.27. Ultimately, Ms. Stoneham paid a discounted pre-tax price of $66.25.

62.

On or around August 9, 2025, Ms. Stoneham purchased another "12x12" Coffee Table Square Glossy Hardcover Photo Book" from Defendant's website, www.mixbook.com. She made this purchase while living in Portland, Oregon. At the time she made her purchase, Defendant's website was again advertising a supposedly time-limited substantial sale on "almost everything."

63.

Pursuant to the sale, Defendant's website advertised that the list price for the Product Ms. Stoneham purchased was $129.43 for the configuration Ms. Stoneham purchased. The website also advertised that that Product was being offered at a substantial discount with savings of $64.72. Ultimately, Ms. Stoneham paid a discounted pre-tax price of $ 64.71.

64.

Ms. Stoneham read and relied on Defendant's representations on the website described above, specifically that the Products had the regular prices listed above and were being offered at a discount for a limited time. For example, when making her purchase on or around August 9, 2025, Ms. Stoneham read and relied on Defendant's representations that the "12x12" Coffee Table Square Glossy Hardcover Photo Book" she purchased had a regular price of "$129.43" and that she was receiving a discount of $64.72. She also relied on Defendant's representations that the sale was time-limited and expiring soon. Based on Defendant's representations described

and shown above, Ms. Stoneham reasonably understood that Defendant regularly (and before the promotions Defendant was advertising) sold the Products she was purchasing at the published regular prices, that these regular prices were the market values of the Products that she was buying, that she was receiving the advertised discounts as compared to the regular prices, and that the advertised discounts were only available for a limited time (during the limited-time promotion). She would not have made these purchases if she had known that the Products were not discounted as advertised, and that she was not receiving the advertised discounts.

65.

In the order confirmation that Defendant sent to Ms. Stoneham after she made her purchase on or around January 1, 2024, Defendant again represented that the "12x12" Coffee Table Square Glossy Hardcover Photo Book" had a regular price of $132.52 and that Ms. Stoneham was receiving a substantial discount off that regular price. And the order confirmation that Defendant sent to Ms. Stoneham after she made her purchase on or around August 9, 2025, again represented that the "12x12" Coffee Table Square Glossy Hardcover Photo Book" had a regular price of $129.43 and that Ms. Stoneham was receiving a substantial discount off that regular price.

***Plaintiff Christine Dumm***

66.

On or around March 23, 2023, Ms. Dumm purchased a 10x10" Square Matte Hardcover Photo Book from Defendant's website, www.mixbook.com. She made this purchase while living in Los Angeles, California. At the time she made her purchase, Defendant's home page was advertising a supposedly time-limited sitewide sale offering "45% off 159, 40 percent off 99+, and 35% off 59+."

67.

Pursuant to the sale, Defendant's website advertised that the list price for the Products Ms. Dumm purchased was $77.42. The website also advertised that the Product was being offered at a substantial discount with savings of $29.42. Ultimately, Ms. Dumm paid a discounted pre-tax price of $48.00.

68.

Ms. Dumm read and relied on Defendant's representations on the website described above, specifically that the Product had the regular price listed above and was being offered at a discount for a limited time. For example, when making her purchase on or around March 23, 2023, Ms. Dumm read and relied on Defendant's representations that the 10x10" Square Matte Hardcover Photo Book she purchased had a regular price of "$77.42" and that she was receiving a discount of $29.42. She also relied on Defendant's representations that the sale was time-limited and expiring soon. Based on Defendant's representations described and shown above, Ms. Dumm reasonably understood that Defendant regularly (and before the promotions Defendant was advertising) sold the Product she was purchasing at the published regular price, that this regular price was the market value of the Product that she was buying, that she was receiving the advertised discount as compared to the regular price, and that the advertised discount was only available for a limited time (during the limited-time promotion). She would not have made the purchase if she had known that the Product was not discounted as advertised, and that she was not receiving the advertised discount.

69.

In the order confirmation that Defendant sent to Ms. Dumm after she made her purchase on or around March 23, 2023, Defendant again represented that the 10x10" Square Matte

Hardcover Photo Book had a regular price of $77.42 and that Ms. Dumm was receiving a substantial discount off that regular price.

***Plaintiff Joseph Kelley***

70.

Plaintiff Joseph Kelley has made several purchases on mixbook.com. For example, on or around December 10, 2023, Mr. Kelley purchased four 12x12" Wall Square Photo Calendars from Defendant's website, www.mixbook.com. He made this purchase while living in Woodinville, Washington. At the time he made his purchase, Defendant's website was advertising a supposedly time-limited substantial sale of "Up to 50% Off + An Extra 15% Off."

71.

Pursuant to the sale, Defendant's website advertised that the total list price for all four of the Products Mr. Kelley purchased was $179.96. The website also advertised that the Products were being offered at a substantial discount with savings of $104.38. Ultimately, Mr. Kelley paid a discounted pre-tax price of $75.58.

72.

Mr. Kelley read and relied on Defendant's representations on the website described above, specifically that the Products had the regular prices listed on Defendant's website and were being offered at a discount for a limited time. When making his purchase on or around December 10, 2023, Mr. Kelley read and relied on Defendant's representations that the four 12x12" Wall Square Photo Calendars he purchased had a combined regular price of "$179.96" and that he was receiving a discount of $104.38. He also relied on Defendant's representations that the sale was time-limited and expiring soon. Based on Defendant's representations described and shown above, Mr. Kelley reasonably understood that Defendant regularly (and before the promotions Defendant was advertising) sold the Products he was purchasing at the published

regular prices, that these regular prices were the market values of the Products that he was buying, that he was receiving the advertised discounts as compared to the regular prices, and that the advertised discounts were only available for a limited time (during the limited-time promotion). He would not have made this purchase if he had known that the Products were not discounted as advertised, and that he was not receiving the advertised discounts.

73.

The order confirmation that Defendant sent to Mr. Kelley after he made his purchase on or around December 10, 2023, represented that the four 12x12" Wall Square Photo Calendars had a combined regular price of $179.96, and that Mr. Kelley was receiving a substantial discount off that regular price.

74.

In reality, as explained above, Defendant's Products, including the Products that Plaintiffs purchased, were always available at a discounted price off the purported regular prices. In other words, Defendant did not regularly (or ever) sell the Products Plaintiffs purchased at the purported regular prices, and the Products were not discounted as advertised. Plus, the sales were not time-limited—the Products Plaintiffs purchased are always on sale.

75.

Plaintiffs face an imminent threat of future harm. Plaintiffs would purchase Products from Defendant again in the future if they could feel sure that Defendant's regular prices accurately reflected Defendant's former prices and the market value of the Products, and that its discounts were truthful. But without an injunction, Plaintiffs have no realistic way to know which—if any—of Defendant's regular prices, discounts, and sales are not false or deceptive. For example, while they could watch Defendant's website for a sale on the day that it is supposed to end to see if the sale is permanent, doing so could result in them missing out on the

sale (e.g., if the sale is actually limited in time, and not permanent). Accordingly, Plaintiffs are unable to rely on Defendant's advertising in the future, and so cannot purchase Products they would like to purchase.

**Defendant breached its contract with and warranties with Plaintiffs.**

76.

When Plaintiffs and other members of the putative class purchased and paid for the Mixbook Products, they accepted offers that Defendant made, and thus, a contract was formed each time that they made purchases. Each offer was to provide Products having a particular listed regular price and market value, and to provide those Products at the discounted price advertised on the website.

77.

Defendant's website and email confirmations list the regular price and the market value of the items that Defendant promised to provide (shown above for Plaintiffs). Defendant agreed to provide a discount equal to the difference between the regular prices and the prices paid by Plaintiffs and putative class members (also shown above for Plaintiffs). For example, on or around August 9, 2025, Defendant offered to provide Ms. Stoneham (among other things) the "12x12" Coffee Table Square Glossy Hardcover Photo Book" with a market value of $129.43, and to provide the advertised discount. Defendant also warranted that the regular price and market value of the Product Plaintiff Stoneham purchased was the advertised list price and warranted that Plaintiff Stoneham was receiving the specified discount on the Product.

78.

The regular price and market value of the items Plaintiffs and putative class members would receive, and the amount of the discount they would be provided off the regular price of

those items, were specific and material terms of the contract. They were also affirmations of fact about the Products and a promise relating to the goods.

79.

Plaintiffs and other members of the putative class performed their obligations under the contract by paying for the items they purchased.

80.

Defendant breached its contract by failing to provide Plaintiffs and other members of the putative class with Products that have a regular price and market value equal to the regular price displayed, and by failing to provide the promised discounts. Defendant breached its express warranties for the same reasons.

**No adequate remedy at law.**

81.

Plaintiffs seek damages and, in the alternative, restitution. Plaintiffs are permitted to seek equitable remedies in the alternative because they have no adequate remedy at law. A legal remedy is not adequate if it is not as certain as an equitable remedy. The elements of Plaintiffs' equitable claims are different and do not require the same showings as Plaintiffs' legal claims.

82.

In addition, to obtain a full refund as damages, Plaintiffs must show that the Products they bought have essentially no market value. In contrast, Plaintiffs can seek restitution without making this showing. This is because Plaintiffs purchased Products that they would not otherwise have purchased, but for Defendant's representations. Obtaining a full refund at law is less certain than obtaining a refund in equity.

83.

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

84.

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

**Class Action Allegations.**

85.

Plaintiffs bring the asserted claims on behalf of the proposed Class of: all persons who, while in the states of Oregon, California, and Washington and within the applicable statute of limitations period, purchased one or more Mixbook Products advertised at a discount on Defendant's website, www.mixbook.com.

86.

The following people are excluded from the proposed Class: (1) any Judge or Magistrate Judge presiding over this action and the members of their family; (2) Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current employees, officers and directors; (3) persons

who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiffs' counsel and Defendant's counsel, and their experts and consultants; and (6) the legal representatives, successors, and assigns of any such excluded persons.

***Numerosity***

87.

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

88.

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

***Commonality***

89.

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

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

(2) whether Defendant violated consumer protection statutes;

(3) whether Defendant committed a breach of contract;

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

(5) the damages needed to reasonably compensate Plaintiffs and the proposed Class.

***Typicality & Adequacy***

90.

Plaintiffs' claims are typical of the proposed Class. Like the proposed Class, Plaintiffs purchased Mixbook Products advertised at a discount on Defendant's website. There are no conflicts of interest between Plaintiffs and the Class.

***Notice of Action for Damages***

91.

Plaintiff Ally Stoneham gave notice to Defendant, pursuant to ORCP 32 H, of her intent to seek damages by mailing a notice letter via certified mail, return receipt requested, to Defendant's headquarters and registered agent on October 1, 2025. Plaintiffs Dumm and Kelley also provided pre-suit notice to Defendant.

***Superiority***

92.

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

**Claims.**

**First Cause of Action:**

**Violation of the Oregon Unlawful Trade Practices Act: O.R.S. §§ 646.605, *et seq*.**

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

93.

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

94.

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

95.

Defendant has violated the Oregon Unlawful Trade Practices Act (UTPA). O.R.S. §§ 646.605, *et seq*.

96.

The UTPA prohibits unlawful business and trade practices. O.R.S. § 646.608. Under the UTPA, "[a] person engages in an unlawful practice if in the course of the person's business, vocation or occupation the person does any of the following:"

- "Represents that … goods … have … characteristics … that the … goods … do not have," O.R.S. § 646.608(1)(e);
- "Advertises … goods … with intent not to provide the real estate, goods or services as advertised," O.R.S. § 646.608(1)(i);
- "Makes false or misleading representations of fact concerning the reasons for, existence of, or amounts of price reductions," O.R.S. § 646.608(1)(j);
- "Makes any false or misleading statement about a … promotion used to publicize a product," O.R.S. § 646.608(1)(p); and
- "Makes false or misleading representations of fact concerning the offering price of, or the person's cost for real estate, goods or services," O.R.S. § 646.608(1)(s).

97.

Defendant is a "person," under the UTPA, as defined by O.R.S. § 646.605(4). The definition of "person" includes "incorporated or unincorporated associations" and, as alleged above, Defendant is an incorporated association.

98.

Defendant engages in the conduct of "trade" and "commerce" under the UTPA. Defendant does this by advertising, offering, and distributing, by sale, goods in a manner that directly and indirectly affects people of the state of Oregon. O.R.S. § 646.605(8). Defendant

advertises and sells the Products in Oregon, and serves a market for its Products in Oregon. Due to Defendant's actions, its Products have been marketed and sold to consumers in Oregon, and harmed consumers in Oregon. Defendant's unlawful methods, acts, and practices described above were committed in the course of Defendant's business. O.R.S. § 646.608(1).

99.

The Products advertised, offered, and sold by Defendant are "goods" that are or may be obtained primarily for personal, family, or household as defined by O.R.S. § 646.605(6). Members of the Class purchased the Products advertised by Defendant for personal, family, or household purposes.

100.

As alleged in greater detail above, Defendant makes "false or misleading representations of fact concerning the reasons for, existence of, or amounts of price reductions." O.R.S. § 646.608(1)(j). Defendant does this by advertising fake sales, fake list prices, and fake limited-time discounts. By advertising regular prices and supposedly time-limited discounts, Defendant's website creates an illusion that consumers are receiving a discount if they buy now. In truth, however, Defendant's Products are always on sale, and these sales persist indefinitely. As a result, Defendant's list prices are not Defendant's true regular prices, former prices, or the market values for Defendant's Products. Nor are its purported price reductions true price reductions. Because Defendant always offers sitewide or virtually sitewide discounts, it does not ordinarily or typically sell its Products at the purported regular prices.

101.

As alleged in greater detail above, Defendant also makes "false or misleading representations of fact concerning the offering price of, or the person's cost for real estate, goods or services." O.R.S. § 646.608(1)(s). As described above, Defendant's website purports to

advertise its Products with regular prices, and discounted "sale" prices. But Defendant's listed prices are not Defendant's true prices, former prices, or prevailing market prices for those Products. In addition, the purported price reductions are not true price reductions.

102.

As alleged in greater detail above, Defendant also "advertises … goods … with intent not to provide the … goods … as advertised," O.R.S. § 646.608(1)(i). Defendant advertises the Products as having a market value equal to the regular list price. And Defendant advertises substantial discounts off that price. But Defendant knows that the purported regular prices and discounts are fake. That is, Defendant does not actually intend to offer a real discount off the true regular prices.

103.

As alleged in greater detail above, Defendant also represents that its goods have characteristics that they do not have. O.R.S. § 646.608(1)(e). Defendant represents that the value of its Products is greater than it actually is by advertising misleading discounts for the Products. Put differently, Defendant advertises that its Products have a value equal to the regular list price. And Defendant advertises substantial discounts off that price. But the Products do not really have the regular price value and the advertised discounts are not real.

104.

As alleged in greater detail above, Defendant makes false and misleading statements about the promotions (the regular prices and supposed sales) used to publicize its Products. O.R.S. § 646.608(1)(p). In addition, as described above, Defendant advertises limited-time discounts that are not in fact limited in time.

105.

The UTPA also prohibits sellers from using misleading price comparisons to advertise their products. O.R.S. § 646.608(1)(ee) (citing O.R.S. §§ 646.883 and 646.885). The UTPA expressly prohibits sellers from including "a price comparison in an advertisement unless" "[t]he seller clearly and conspicuously identifies in the advertisement the origin of the price that the seller is comparing to the seller's current price." O.R.S. § 646.883(1). Use of term "sale" is deemed to identify "the origin of the price that the seller is comparing to the seller's current price as the seller's own former price, or in the case of introductory advertisements, the seller's future price." O.R.S. § 646.885(1). And, unless otherwise stated, use of the terms "discount," "_____ percent discount," "$_____ discount," "_____ percent off," and "$_____ off" are "considered to identify the origin of the price that the seller is comparing to the seller's current price as the seller's former price, or in the case of introductory advertisements, the seller's future price." O.R.S. § 646.885(2).

106.

As alleged in greater detail above, Defendant uses misleading price comparisons. For example, Defendant uses strikethrough pricing without clearly and conspicuously identifying in the advertisement the origin of the price that the seller is comparing to the current price. Defendant's strikethrough pricing does not contain any disclosures at all about the origin of the strikethrough price.

107.

In addition, as alleged in greater detail above, Defendant uses the words "sale" and "___% OFF" in its promotions, even when the Products are not offered at a discount as compared to the seller's regular or former price (or in the case of introductory products, a future

price). Defendant also makes no disclosure indicating that the price comparisons are to something other than the former or future price.

108.

Defendant's representations of regular prices, sales, and discounts on its website are "advertisements" as defined by O.R.S. § 646.881(1). These representations about the prices, sales, and discounts were made in connection with the sales of Defendant's Products.

109.

Defendant's use of list prices, sitewide or virtually sitewide sales, and advertised discounts are "price comparisons" as defined by O.R.S. § 646.881(2). These statements make a claim that the current price is reduced as compared to a Product's typical or former price.

110.

Defendant's unlawful methods, acts and practices described above were "willful violations" of O.R.S. § 646.608 because Defendant knew or should have known that its conduct was a violation, as defined by O.R.S. § 646.605(10).

111.

Defendant, at all relevant times, had a duty to disclose that the discounts were not real, that the sales persisted and were not limited in time, and that the regular prices were not the true regular prices of the Products. Defendant had a duty because (1) Defendant had exclusive knowledge of material information that was not known to members of the Class; (2) Defendant concealed material information from members of the Class; and (3) Defendant made partial representations which were false and misleading absent the omitted information.

112.

Defendant's misrepresentations and nondisclosures deceive and have a tendency to deceive a reasonable consumer and the general public.

113.

Defendant's misrepresentations and nondisclosures are material. A reasonable person would attach importance to the information and would be induced to act on the information in making purchase decisions.

114.

Defendant engaged in the reckless or knowing use or employment of the unlawful methods, acts, or practices alleged here, which are unlawful under O.R.S. § 646.608.

115.

As a direct, substantial and/or proximate result of Defendant's conduct, members of the Class suffered ascertainable losses and injury to business or property.

116.

Members of the Class would not have purchased the Products at the prices they paid, if they had known that the advertised prices and discounts were false.

117.

Members of the Class paid more than they otherwise would have paid for the Products they purchased from Defendant. Defendant's false pricing scheme fraudulently increased demand from consumers.

118.

The Products that members of the Class purchased were not, in fact, worth as much as Defendant represented them to be worth.

119.

Plaintiff Stoneham seeks: (1) the greater of statutory damages of $200 or actual damages; (2) punitive damages; (3) appropriate equitable relief and/or restitution; and (4) attorneys' fees and costs. O.R.S. § 646.638(3); O.R.S. § 646.638(8).

120.

The unlawful acts and omissions described here are, and continue to be, part of a pattern or generalized course of conduct. Defendant's conduct is ongoing and is likely to continue and recur absent a permanent injunction. Accordingly, Plaintiff Stoneham seeks an order enjoining Defendant from committing such unlawful practices. O.R.S. § 646.638(1); O.R.S. § 646.638(8)(c); O.R.S. § 646.636.

121.

The balance of the equities favors the entry of permanent injunctive relief against Defendant. Members of the Class, and the general public will be irreparably harmed absent the entry of permanent injunctive relief against Defendant. Members of the Class, and the general public lack an adequate remedy at law. A permanent injunction against Defendant is in the public's interest. Defendant's unlawful behavior is ongoing as of the date of the filing of this Complaint. If not enjoined by order of this Court, Defendant will or may continue to injure Oregon consumers through the misconduct alleged. Absent the entry of a permanent injunction, Defendant's unlawful behavior will not cease and, in the unlikely event that it voluntarily ceases, it is capable of repetition and is likely to reoccur.

122.

This action was brought "within one year after the discovery of the unlawful method, act or practice." O.R.S. § 646.638(6).

123.

The applicable limitations period is expansive and extends back decades based on the "discovery" rule in the UTPA at O.R.S. § 646.638(6).

124.

Members of the Class, including Plaintiff Stoneham, did not know, and could not have known, that these list prices and discount representations were false.

125.

Absent class members of the Class are still not aware, at the time of the filing of this Complaint, of Defendant's false discount advertising scheme. By Defendant's design, the false advertising scheme by its very nature is hidden and difficult for the typical consumer to discover without continuously examining the website daily. Consumers who shop on Defendant's website do not know the true historical prices or sales histories of the Products that they have viewed and purchased. They do not know that the discounts offered are false, or that the false discounting practices extend to all of Defendant's Products. Members of the Class have not discovered, and could not have reasonably discovered, Defendant's fake discounting scheme.

126.

Absent class members will learn of the scheme for the very first time upon court-ordered class notice in this case.

**Second Cause of Action:**

**Violation of California's False Advertising Law ("FAL")_**

**Cal. Bus. & Prof. Code §§ 17500 *et. seq.***

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

127.

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

128.

Plaintiff brings this cause of action for herself and the Class.

129.

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

130.

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

131.

As alleged more fully above, Defendant advertises former and regular prices on its website along with discounts. Defendant does this, for example, by crossing out a higher price (*e.g.*, ~~$85.89~~) and displaying it next to the discount price. Reasonable consumers would understand prices denoted as "regular" prices from which time-limited discounts are calculated to denote "former" prices, i.e., the prices that Defendant regularly charged before the time-limited discount went into effect, in the recent past and for a substantial time. Reasonable consumers also expect the Products have a market value of the reference price.

132.

The prices advertised as regular and former prices by Defendant were not the true regular or former prices of the Products. As explained above, Defendant makes and exclusively sells its Products. As a result, its own prices are the prevailing market prices. And, because Defendant consistently sells its Products at purported discount prices, the true prevailing market prices for Defendant's Products in the last 90 days are consistently lower than the purported regular and former prices Defendant advertises. Accordingly, Defendant's statements about the regular and former prices of its Products were untrue and misleading.

133.

In addition, Defendant's regular and former price advertisements did not state clearly, exactly, and conspicuously when, if ever, the former prices prevailed. Defendant's advertisements did not indicate whether or when the purported former prices were offered at all.

134.

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

135.

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

136.

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

137.

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

**Third Cause of Action:**

**Violation of California's Consumer Legal Remedies Act ("CLRA")**

**Cal. Civ. Code §§ 1750 *et seq.***

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

138.

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

139.

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

140.

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

141.

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

142.

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.

143.

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

144.

Defendant violated, and continues to violate, section 1770(a) of the California Civil Code.

145.

Defendant violated, and continues to violate, section 1770(a)(5) of the California Civil Code by representing that Products offered for sale on its website 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 the Products.

146.

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.

147.

And Defendant violated, and continue 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 their website, including by (1) misrepresenting the regular and prevailing market price of Products on their 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.

148.

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

149.

Defendant's misrepresentations were intended to induce reliance, and Plaintiff Dumm and Class Members saw, read, and reasonably relied on them when purchasing the Products.

Defendant's misrepresentations were a substantial factor in Plaintiff Dumm and Class Members' purchase decisions.

150.

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

151.

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

152.

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

153.

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

154.

CLRA § 1782 NOTICE. On August 8, 2025, a CLRA demand letter was sent, via Certified Mail (return receipt requested), to Defendant's registered agent for service of process. It has been more than 30 days since Defendant received notice of its CLRA violations. In that time, it has not corrected the problem. Accordingly, Plaintiff Dumm seeks all monetary relief available under the CLRA, including restitution, damages (including compensatory damages,

expectation damages, and punitive damages), attorneys' fees, and all other forms of monetary relief available.

**Fourth Cause of Action:**

**Violation of California's Unfair Competition Law ("UCL")**

**Cal. Bus. & Prof. Code §§ 175200 *et seq.***

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

155.

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

156.

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

157.

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

***The Unlawful Prong***

158.

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 Federal Trade Commission Act ("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). As the FTC's regulations make clear, Defendant's false pricing schemes violate the FTCA. 16 C.F.R. § 233.1, § 233.2.

***The Deceptive Prong***

159.

As alleged in detail above, Defendant's representations that its Products were on sale, that the sale was limited in time, that the Products had a specific regular price, that the customers were receiving discounts, and that the Products were valued in the marketplace at the reference price, were false and misleading.

160.

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

161.

Class members, including Plaintiff Dumm, relied upon Defendant's misleading representations and omissions, as detailed above.

***The Unfair Prong***

162.

As alleged in detail above, Defendant committed "unfair" acts by falsely advertising that its Products were on sale, that the sale was limited in time, that the Products had a specific regular price, that the customers were receiving discounts, and that the Products were valued in the marketplace at the reference price.

163.

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 and FAL).

164.

The harm to Plaintiff Dumm and Class Members 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.

165.

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

166.

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

* * *

167.

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

168.

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

169.

Defendant's representations were a substantial factor and proximate cause in causing damages and losses to Plaintiff Dumm and Class Members.

170.

Plaintiff Dumm and Class Members 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.

**Fifth Cause of Action:**

**Violation of Washington's Consumer Protection Act: RCW Chapter 19.86**

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

171.

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

172.

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

173.

Defendant has violated the Washington Consumer Protection Act (CPA), RCW Chapter 19.86. This statute is materially similar to California and Oregon law in that it prohibits unfair, unconscionable, and/or deceptive acts or practices in the course of trade or commerce or in connection with the sale of goods or services to consumers. Defendant's misleading ads violate Washington law for the same reasons they violate Oregon and California law.

174.

Section 19.86.020 of the CPA states, "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." RCW § 19.86.020.

175.

Under the CPA, "[p]rivate rights of action may … be maintained for recovery of actual damages, costs, and a reasonable attorney's fee. A private plaintiff may be eligible for treble damages," and "may obtain injunctive relief, even if the injunction would not directly affect the individual's own rights." Washington Pattern Jury Instruction Civil No. 310.00 (Consumer Protection Act—Introduction) (internal citations omitted); RCW § 1986.090.

176.

Defendant engages in the conduct of trade or commerce within the meaning of the CPA. Defendant does this by selling the Products in a manner that directly and indirectly affects people of the state of Washington.

177.

As alleged more fully above, Defendant made and disseminated untrue and misleading statements of facts in its advertisements to members of the Class, constituting acts of unfair methods of competition and/or unfair or deceptive acts or practices.

Unfair Acts or Practices

178.

As alleged in detail above, Defendant committed "unfair" acts by falsely advertising that its Products were on sale, that the sale was limited in time, that the Products had higher regular prices, and market values and that customers were receiving discounts, when none of this was true. This caused members of the Class to make purchases they otherwise would not have made, pay more for their purchases, and deprived them of their expectancy interest in receiving the Products as advertised.

179.

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

Deceptive Acts or Practices

180.

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

181.

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

182.

Defendant intended that Class Members rely on these representations, and Class Members read and reasonably relied on them.

183.

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

184.

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

185.

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

186.

Defendant's acts or omissions are injurious to the public interest because these practices were committed in the course of Defendant's business and were committed repeatedly before and after members of the Class purchased Defendant's Products. They are part of a pattern of unfair and deceptive advertisements. These actions have injured other persons, and, if continued, have the capacity to injure additional persons.

**Sixth Cause of Action:**

**Breach of Contract**

**(By Plaintiffs and the Class)**

187.

Plaintiffs incorporate each and every factual allegation set forth above.

188.

Plaintiffs bring this cause of action for themselves and the Class.

189.

Plaintiffs and class members entered into contracts with Mixbook when they placed orders to purchase Products on Defendant's website.

190.

The contracts provided that Plaintiffs and class members would pay Mixbook for the Products ordered.

191.

The contracts further required that Mixbook provide Plaintiffs and class members with Products that have a market value equal to the regular prices displayed on the website, and to provide Plaintiffs and the class members with the discount advertised on the website and listed in the receipt. These were specific and material terms of the contract.

192.

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

193.

Plaintiffs and class members paid Mixbook for the Products they ordered, and satisfied all other conditions of their contracts.

194.

Mixbook breached the contracts with Plaintiffs and class members by failing to provide Products that had a market value equal to the regular price displayed on its website, and by failing to provide the promised discount. Mixbook did not provide the discount that it had promised.

195.

Plaintiff Stoneham provided Defendant with notice of the breach, by mailing a notice letter to Defendant's principal place of business and registered agent on October 1, 2025.

196.

As a direct and proximate result of Defendant's breaches, Plaintiffs 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.

197.

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

**Seventh Cause of Action:**

**Breach of Express Warranty**

**(By Plaintiffs and the Class)**

198.

Plaintiffs incorporate each and every factual allegation set forth above.

199.

Plaintiffs bring this cause of action on behalf of themselves and the Class.

200.

Defendant, as the manufacturer, marketer, distributor, supplier, and/or seller of Mixbook Products, issued material, written warranties by advertising that the Products had a market value equal to the regular price displayed on Defendant's website and that Plaintiffs were receiving a specific discount off this value. This was an affirmation of fact about the Products (i.e., a representation about the market value) and a promise relating to the goods.

201.

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

202.

In fact, Mixbook Products' stated market value was not the market value. Thus, the warranty was breached.

203.

Plaintiff Stoneham provided Defendant with notice of this breach of warranty, by mailing a notice letter to Defendant's registered agent and to Defendant's principal place of business on October 1, 2025. Plaintiffs Dumm and Kelley also provided pre-suit notice.

204.

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

205.

For the breach of express warranty claims, Plaintiffs seek all damages available including expectation damages or damages measured by the price premium charged to Plaintiffs and the Class as a result of Defendant's unlawful conduct.

**Eighth Cause of Action:**

**Quasi-Contract/Unjust Enrichment**

**(By Plaintiffs and the Class)**

206.

Plaintiffs incorporate the facts alleged above, except that Plaintiffs bring this cause of action in the alternative to their Breach of Contract and Breach of Warranty claims.

207.

Plaintiffs bring this claim for themselves and the Class.

208.

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

209.

In this way, Defendant received a direct and unjust benefit, at Plaintiffs' expense.

210.

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

211.

Plaintiffs and the Class seek restitution, and in the alternative, rescission.

212.

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

**Ninth Cause of Action:**

**Negligent Misrepresentation**

**(By Plaintiffs and the Class)**

213.

Plaintiffs incorporate each and every factual allegation set forth above.

214.

Plaintiffs bring this cause of action on behalf of themselves and the Class.

215.

As alleged in detail above, Defendant made false representations and material omissions of fact to Plaintiffs and class members concerning the existence and/or nature of the discounts and savings advertised on its website.

216.

These representations were false.

217. .

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. Like any company, Defendant tracks its own sales and its own transactions. It knows that its sales persist and that its advertised regular prices are not really what consumers regularly pay.

218.

Defendant intended that Plaintiffs and class members rely on these representations and Plaintiffs and class members read and reasonably relied on them.

219.

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

220.

Defendant's misrepresentations were a substantial factor and proximate cause in causing damages and losses to Plaintiffs and class members.

221.

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

222.

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

**Tenth Cause of Action:**

**Intentional Misrepresentation**

**(By Plaintiffs and the Class)**

223.

Plaintiffs incorporate each and every factual allegation set forth above.

224.

Plaintiffs bring this cause of action on behalf of themselves and the Class.

225.

As alleged in detail above, Defendant made false representations and material omissions of fact to Plaintiffs and class members concerning the existence and/or nature of the discounts and savings advertised on its website.

226.

These representations were false.

227.

When Defendant made these misrepresentations, it knew that they were false at the time that they made them or acted recklessly in making the misrepresentations. It knows that its sales persist and that its advertised regular prices are not really what consumers regularly pay.

228.

Defendant intended that Plaintiffs and class members rely on these representations and Plaintiffs and class members read and reasonably relied on them.

229.

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

230.

Defendant's misrepresentations were a substantial factor and proximate cause in causing damages and losses to Plaintiffs and class members.

231.

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

232.

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

**Demand For Jury Trial.**

233.

Plaintiffs demand the right to a jury trial on all claims so triable.

**Relief.**

234.

Plaintiffs seek the following relief for themselves and the proposed Class:

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

Dated: March 16, 2026

Respectfully submitted,

By: s/ Cody Hoesly
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**Pro Hac Vice* application forthcoming