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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN DIEGO**

14 REGINA MOLLOY, an individual, on behalf
15 of herself and all others similarly situated,

16 Plaintiff,

17 vs.

18 RESIDENT HOME, LLC,

19 Defendant.

Case No.: 25CU057416N

**CLASS ACTION COMPLAINT FOR
DAMAGES AND INJUNCTIVE RELIEF
FOR:**

- 20 (1) VIOLATION OF UNFAIR
21 COMPETITION LAW (CAL. BUS.
22 & PROF. CODE §§1700 *et seq.*
- 23 (2) VIOLATION OF FALSE
24 ADVERTISING LAW (CAL. BUS.
25 & PROF. CODE §§17500 *et seq.*
- 26 (3) VIOLATION OF CONSUMER
27 LEGAL REMEDIES ACT (CAL.
28 CIV. CODE §§1750 *et seq.*
- (4) FRAUD

DEMAND FOR JURY TRIAL

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Plaintiff Regina Molloy (“Plaintiff”), on behalf of herself and all others similarly situated, hereby alleges the following at all times relevant to her complaint:

I. INTRODUCTION

1. This action is brought against Defendant Resident Home, LLC (“RH” or “Defendant”) for its false and deceptive pricing practices in connection with its sale of mattresses, bedding and furniture on its website www.sienasleep.com (“Website”) and affiliated websites. Defendant advertised fake and inflated comparison reference prices to deceive customers into a false belief that the sale price is a deeply discounted bargain price. For example, anyone visiting the Website on a given day would see an advertisement displaying “Up To 50% Off” on mattresses. The mattresses were then offered for sale with a stricken value (e.g. \$799) alongside the purported sale offer (e.g. \$399). In doing so, Defendant misled its customers into believing that they were receiving a significant discount from Defendant’s ordinary price for mattresses.

2. This is deception because the mattresses were rarely, if ever, sold for the stricken amount. Further, Defendant is a direct-to-consumer business that manufactures its mattresses and sells them through the Website and affiliated websites. Accordingly, Defendant cannot justifiably claim that another retailer has sold that mattress for the crossed-out reference price.

3. In other words, Defendant’s advertised “sales” were not really sales at all. They were a misrepresentation that Defendant repeated over and over. The reference prices on Defendant’s Website and affiliated websites were fake. They were not original, regular, retail, or former prices. They were inflated prices posted to lure unsuspecting customers into jumping at a fictitious “bargain” and intended to mislead customers into believing that the value of the mattress they were buying was higher than reality. That is, Defendant engaged in this deceptive advertising and pricing scheme to give customers the false impression that they were getting a deal or bargain when in reality they were being swindled by fake sales and promotions. Defendant exacerbated this deception by advertising that its purported sales were limited in time, where in reality the same or substantially similar “sales” were offered continuously or almost continuously.

1 4. As a result, customers were deceived into spending money they otherwise would not
2 have spent, purchasing items they otherwise would not have purchased, spending more money for
3 an item than they otherwise would have absent the deceptive marketing, and/or are receiving a
4 value less than bargained for. By this action, Plaintiff seeks to recover restitution and damages on
5 behalf of all persons who have fallen victim to Defendant’s sham sales by purchasing products on
6 Defendant’s Website and affiliated websites from March 2021 to July 2024 (“Relevant Time”).

7 **II. PARTIES**

8 5. Plaintiff Regina Molloy is a citizen of the State of California.

9 6. On information and belief, Resident Home, LLC is a Delaware limited liability
10 company having its principal place of business in California.

11 **III. JURISDICTION AND VENUE**

12 7. This Court has subject matter jurisdiction over this class action pursuant to Code of
13 Civ. Proc. §410.10, Bus. & Prof. Code §17204, and the California Constitution, Article VI, Section
14 10, because this case is not given by statute to any other trial courts. This Court is of competent
15 jurisdiction to grant the relief requested.

16 8. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the
17 events or omissions giving rise to the claim occurred in this judicial district.

18 9. Defendant conducts professional and commercial activities in California on a
19 substantial, continuous, and systematic basis and therefore Defendant is subject to the general
20 jurisdiction of the courts in this state.

21 10. The claims asserted in this complaint arise out of or are related to Defendant’s
22 professional and commercial activities within California, and therefore Defendant is subject to the
23 specific jurisdiction of the courts of this state.

24 11. Venue is proper in this court because the claims asserted in this complaint arise out
25 of acts, transactions, and conduct that occurred in whole or in part within the County of San Diego,
26 California.

27 **IV. APPLICABLE LAW**

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1 12. Plaintiff accessed the Website and made her purchase from California and received
2 her mattress in California.

3 13. California's substantive laws may be constitutionally applied to the claims of
4 Plaintiff under the Due Process Clause, 14th Amend. §1, and the Full Faith and Credit Clause, Art.
5 IV §1 of the U.S. Constitution. California has significant contacts, or significant aggregation of
6 contacts, to the claims asserted by Plaintiff, thereby creating state interests that ensure that the
7 choice of California state law is not arbitrary or unfair.

8 14. California has an interest in regulating Defendant's conduct under its laws, and to
9 engage in the challenged conduct from and emanating out of California, renders the applicability of
10 California law to the claims herein constitutionally permissible.

11 15. The application of California laws is also appropriate under California's choice of
12 law rules because California has significant contacts to the claims of Plaintiff, and California has a
13 greater interest in applying its laws here than any other interested state.

14 **V. GENERAL ALLEGATIONS**

15 16. Defendant sells mattresses under the brands Siena, Nectar, Dreamcloud, Awara, and
16 Cloverlane.

17 17. Defendant sells its products online directly to consumers. Defendant's websites
18 include <https://www.sienasleep.com/>; <https://www.nectarsleep.com/>;
19 <https://www.dreamcloudsleep.com/>; <https://www.awarasleep.com/>; <https://www.cloverlane.com/>.

20 18. On information and belief, Defendant's business is headquartered in California.

21 19. Defendant's marketing emphasizes its bargains and online presence.

22 20. Defendant's business model relies on deceiving customers with fake sales. On a
23 typical day, Defendant prominently displays on each of its websites some form of a sale where all
24 or nearly all products are purportedly marked down by either a percentage or dollar amount (e.g.
25 35% off).

26 21. Below is a representative example of the home pages for each of Defendant's
27 websites that a consumer sees on a given day:

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siena MATTRESS ▾ BASES ▾ BEDDING ▾ BUNDLES ▾

SPRING INTO SAVINGS

Save Up To 60% Off Mattresses!*

- ✓ Starting at just \$179
- ✓ 180-Night Home Trial
- ✓ Free Shipping & Returns

FREE SHIPPING
IN 1 - 3 BUSINESS DAYS!

0 DAYS 6 HRS 39 MINS 32 SECS Spring into Savings Offers End In

Shop Sale Easy financing.

nectar Mattresses Bed Frames Bedding Bundles

SPRING INTO SAVINGS!

Our Biggest Offer Ever!

Save Up To 50% On Mattresses + 66% On Bundles!*

Order today for fastest shipping

0 DAYS 6 HRS 37 MIN 51 SEC

Shop Mattress

IN STOCK | SHIPS IN 1-2 BUSINESS DAYS

DREAMCLOUD Mattresses Bed Frames Bedding Bundles

SPRING FLASH SALE

Our Biggest Offer Ever!

Save Up To 50% On Mattresses + \$599 Of Accessories Included!*

Order today for fastest shipping

0 DAYS 6 HRS 35 MIN 59 SEC

Shop Mattress

IN STOCK | SHIPS IN 1-2 BUSINESS DAYS

awara MATTRESSES ▾ BED FRAMES ▾ BEDDING ▾

SPRING INTO SAVINGS

Save up to 50% on mattresses

- ✓ Starting at just \$549
- ✓ 365-Night Home Trial
- ✓ Free shipping & returns

0 DAYS 6 HRS 34 MINS 9 SECS Spring into Savings Offers End In

Shop Sale Easy financing. As Low As

CLOVERLANE MATTRESSES BED FRAMES

FREE WHITE GLOVE DELIVERY WITH EVERY MATTRESS

SPRING INTO SAVINGS!

Save up to 50% on mattresses

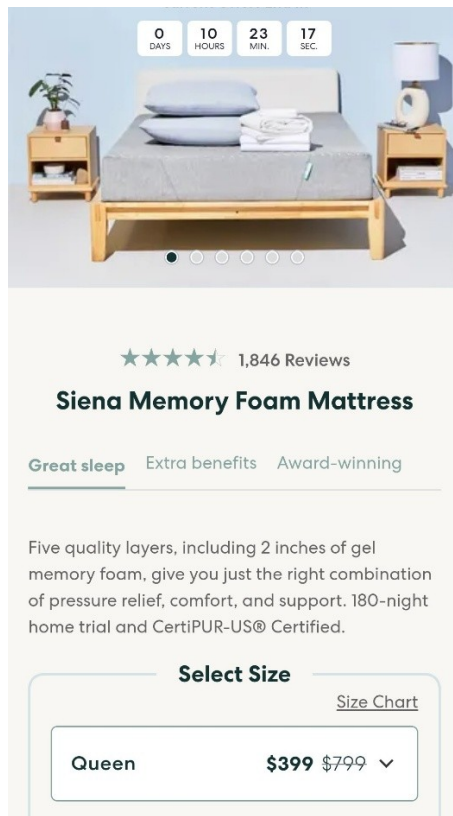
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22. Each of Defendant’s brands shown above offer consumers with substantially similar products, namely mattresses. In 2024 and earlier, Defendant used substantially similar misleading advertising practices for each of these brands. Specifically, for each of these brands, Defendants routinely advertised the mattresses as being offered at a purported discount using an inflated reference price that did not reflect the prevailing price for the advertised item.

23. Defendant represents all or nearly all of its products as being marked down by the specified percentage discount or dollar amount from a substantially higher reference price (hereafter, the “Reference Price”).

24. In or around May 2024 and before, the supposed markdowns on the Website were represented to the customer by prominently displaying a crossed-out Reference Price next to the sale price:

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25. Defendant employed these deceptive tactics to convey to customers that the product had previously sold in the recent past at the Reference Price, but was being sold to the customer at a substantial discount.

26. However, this Reference Price was almost always, if not always, a falsely inflated price because Defendant rarely, if ever, sold its items at the Reference Price either on its Website or through other retailers. The only purpose of the Reference Price was to mislead customers into believing that the displayed Reference Price was an original, regular, or retail price at which Defendant usually sold the item. As a result, Defendant falsely conveyed that consumers were receiving a substantial markdown or discount, when in reality the alleged discount was false and fraudulent because the Reference Price was inflated.

27. Compounding the deception, the Website frequently displayed and continues to display messages of urgency with respect to the purported discounts, often using a countdown timer. This is designed to mislead customers into believing they need to rush to take advantage of

1 the fake promotions, when in reality, Defendant runs a promotion or sale on all, or nearly all, of the
2 products sold on its Website and affiliated websites everyday (or at a minimum, most days).

3 28. These pricing and advertising practices reflecting high-pressure fake sales are
4 deceptive. They are intended to mislead customers into believing that they are getting a bargain by
5 buying products from Defendant supposedly on sale and at a substantial and deep discount. The
6 truth is that Defendant rarely, if ever, sells any of its purportedly discounted products at the
7 Reference Price. The Reference Price is, therefore, an artificially inflated price. In turn, the
8 advertised discounts are thus nothing more than phantom markdowns.

9 29. In or around July 2024, Defendant changed the presentation on the Website shown in
10 paragraph 24 to replace the stricken Reference Price with the same inflated number purporting to be
11 the “Total Value.” Defendant implemented a similar change across each of its brands. The Website
12 and Defendant’s affiliates websites continue to use the “Total Value” price to advertise purported
13 time-limited discounts on the home page of the Website and Defendant’s affiliated websites.

14 **a. Plaintiff’s Purchase of Falsely Advertised Item From the Website**

15 30. Plaintiff fell victim to Defendant’s false advertising and deceptive pricing practices.
16 On or about May 19, 2024, Plaintiff visited the Website to look for a mattress. Plaintiff visited the
17 site from Los Angeles County. Plaintiff saw on the Website that Defendant was promoting a sale on
18 its mattresses. Plaintiff browsed the Website and observed presentations the same or substantially
19 similar to that shown in paragraph 24 communicating that the mattresses and bed frame offered on
20 the Website were on sale and displaying a Reference Price that was crossed out with an adjacent
21 sale price that was significantly lower than the crossed-out Reference Price. Plaintiff found and
22 selected a Siena Mattress and bed frame and added it to her shopping cart. The mattress was being
23 offered for sale at a purported 50% discount from a Reference Price.

24 31. Plaintiff thus purchased the mattress and bed frame from Defendant’s Website.
25 Before doing so, Plaintiff relied on the representation that the mattress and bed frame had in fact
26 been offered for sale, or previously sold, in the recent past at the stated Reference Prices. Plaintiff
27 relied on Defendant’s representation that the mattress she purchased was truly on sale and being
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1 sold at a substantial markdown and discount, and thereby fell victim to the deception intended by
2 Defendant. Plaintiff's purchase included a Siena mattress and bed frame. Including fees and taxes,
3 Plaintiff paid \$730.56 for her order.

4 32. The truth, however, is that the mattress and bed frame Plaintiff purchased were not
5 substantially marked down or discounted, or at the very least, any discount she was receiving had
6 been grossly exaggerated. That is because the mattress and bed frame Plaintiff bought had not been
7 offered for sale on the Website (or anywhere else) for any reasonably substantial period of time (if
8 ever) at the full Reference Price. In fact, for at least the 90-day period prior to Plaintiff's purchase
9 (and likely for a longer period), Defendant had not offered the mattress or bed frame sold to
10 Plaintiff at the Reference Prices. Those Reference Prices were fake prices used in Defendant's
11 deceptive marketing scheme.

12 33. Based on counsel's pre-filing investigation, the Siena mattress and bed frame was
13 not offered for sale on or outside the Website at the full (stricken) Reference Price for any
14 reasonably substantial period of time (if ever).

15 34. Defendant knew that the Reference Prices were fake and artificially inflated and
16 intentionally used them in its deceptive pricing scheme on its Website and affiliates websites to
17 increase sales and profits by misleading Plaintiff and members of the putative class to believe that
18 they were buying products at a substantial discount. Defendant thereby induced customers to buy
19 products they never would have bought—or at the very least, to pay more for merchandise than they
20 otherwise would have if Defendant was simply being truthful about its "sales."

21 35. Plaintiff reasonably relied on the Reference Price in making her purchase as a
22 representation of the product's value and as a representation of the discount she was receiving. This
23 information was material to Plaintiff's decision to purchase the mattress and material to the price
24 Plaintiff was willing to pay for the mattress.

25 36. Therefore, Plaintiff would not have purchased the mattress, or at the very least,
26 would not have paid as much as she did, had Defendant been truthful. Plaintiff was persuaded to
27 make her purchase and paid as much as she did as a result of Defendant's misrepresentations in
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1 connection with the Reference Price that Plaintiff saw in making her purchase.

2 37. Plaintiff was harmed by Defendant's false advertising, because but for Defendant's
3 misrepresentations, Plaintiff would not have made her purchase or would not have been willing to
4 pay as much as she did.

5 38. Plaintiff would not have been willing to pay as much as she did for the mattress she
6 purchased had she received complete and truthful information relating to Defendant's Reference
7 Price on the Website. Plaintiff is entitled to restitution in at least the form of the difference between
8 the price she actually paid and the price a reasonable consumer would have paid absent the
9 Reference Price.

10 39. Plaintiff was further harmed because the price she paid for her mattress was less than
11 the value she received. Plaintiff is entitled to restitution in at least the form of the difference
12 between the price she paid for Defendant's mattress and the actual value she received.

13 40. Plaintiff was further harmed because she did not receive the expected
14 discount or benefit-of-the bargain advertised by Defendant. Defendant's Website
15 advertised that Plaintiff was receiving a 50% discount from Defendant's regular
16 price for that mattress. In reality, Plaintiff did not receive a 50% discount from
17 Defendant's regular price, because Defendant inflated the Reference Price against
18 which the 50% discount was applied. As such, Plaintiff did not receive the true
19 benefit of Defendant's advertised bargain. Plaintiff is entitled to damages in the
20 amount equivalent to the advertised discount from the true prevailing price for the
21 mattress she purchased.

22 41. Plaintiff and the members of the class lack an adequate remedy at law, as monetary
23 damages alone cannot provide them with full relief.

24 42. Defendant's conduct is ongoing and continues to pose a risk to Plaintiff and class
25 members. Defendant continues to use False Reference Prices on its websites to the detriment of
26 Plaintiff and class members. Plaintiff and class members continue to be interested in purchasing
27 beds in the future, including those sold by Defendant, but Defendant's continued use of false
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1 Reference Prices pollutes the available information regarding the prevailing market price for such
2 products.

3 **b. Research Shows That the Use of Reference Price Advertising Schemes Similar**
4 **to Defendant’s Influences Consumer Behavior and Affects Consumers’**
5 **Perception of a Product’s Value**

6 43. The effectiveness of Defendant’s deceitful pricing scheme is backed up by
7 longstanding scholarly research. In the seminal article entitled *Comparative Price Advertising:*
8 *Informative or Deceptive?* (cited in *Hinojos v. Kohl’s Corp.*, 718 F.3d 1098, 1106 (9th Cir. 2013)),
9 Professors Dhruv Grewal and Larry D. Compeau write that, “[b]y creating an impression of
10 savings, the presence of a higher reference price enhances subjects’ perceived value and willingness
11 to buy the product.” Dhruv Grewal & Larry D. Compeau, *Comparative Price Advertising:*
12 *Informative or Deceptive?*, 11 J. Pub. Pol’y & Mktg. 52, 55 (Spring 1992). Thus, “empirical studies
13 indicate that, as discount size increases, consumers’ perceptions of value and their willingness to
14 buy the product increase, while their intention to search for a lower price decreases.” *Id.* at 56. For
15 this reason, the Ninth Circuit in *Hinojos* held that a plaintiff making a claim of deceptive pricing, as
16 Plaintiff’s claims here, had standing to pursue her claim against the defendant retailer. In doing so,
17 the Court observed that “[m]isinformation about a product’s ‘normal’ price is . . . significant to
18 many consumers in the same way as a false product label would be.” *Hinojos*, 718 F.3d at 1106.

19 44. Professors Compeau and Grewal reached similar conclusions in a 2002 article:
20 “decades of research support the conclusion that advertised reference prices do indeed enhance
21 consumers’ perceptions of the value of the deal.” Dhruv Grewal & Larry D. Compeau,
22 *Comparative Price Advertising: Believe It Or Not*, J. of Consumer Affairs, Vol. 36, No. 2, at 287
23 (Winter 2002). The professors also found that “[c]onsumers are influenced by comparison prices
24 even when the stated reference prices are implausibly high.” *Id.*

25 45. In another scholarly publication, Professors Joan Lindsey-Mullikin and Ross D.
26 Petty concluded that “[r]eference price ads strongly influence consumer perceptions of value...
27 Consumers often make purchases not based on price but because a retailer assures them that a deal
28 is a good bargain. This occurs when . . . the retailer highlights the relative savings compared with

1 the prices of competitors . . . [T]hese bargain assurances (BAs) change consumers’ purchasing
2 behavior and may deceive consumers.” Joan Lindsey-Mullikin & Ross D. Petty, *Marketing Tactics*
3 *Discouraging Price Search: Deception and Competition*, 64 J. of Bus. Research 67 (January 2011).

4 46. Similarly, according to Professors Praveen K. Kopalle and Joan Lindsey-Mullikin,
5 “research has shown that retailer-supplied reference prices clearly enhance buyers’ perceptions of
6 value” and “have a significant impact on consumer purchasing decisions.” Praveen K. Kopalle &
7 Joan Lindsey-Mullikin, *The Impact of External Reference Price On Consumer Price Expectations*,
8 79 J. of Retailing 225 (2003).

9 47. The results of a 1990 study by Professors Jerry B. Gotlieb and Cyndy Thomas
10 Fitzgerald, came to the conclusion that “reference prices are important cues consumers use when
11 making the decision concerning how much they are willing to pay for the product.” Jerry B. Gotlieb
12 & Cyndy Thomas Fitzgerald, *An Investigation Into the Effects of Advertised Reference Prices On*
13 *the Price Consumers Are Willing To Pay For the Product*, 6 J. of App’d Bus. Res. 1 (1990). This
14 study also concluded that “consumers are likely to be misled into a willingness to pay a higher price
15 for a product simply because the product has a higher reference price.” *Id.*

16 48. The clear inference to be drawn from this research and the Ninth Circuit’s opinion in
17 *Hinojos* is that the deceptive advertising through the use of false reference pricing employed here
18 by Defendant is intended to, and does in fact, influence customer behavior—as it did Plaintiff’s
19 purchasing decision here—by artificially inflating customer perceptions of a given item’s value and
20 causing customers to spend money they otherwise would not have, purchase items they otherwise
21 would not have, and/or spend more money for a product than they otherwise would have absent the
22 deceptive advertising.

23 VI. CLASS ACTION ALLEGATIONS

24 49. Plaintiff brings this action individually and as a representative of all those similarly
25 situated, on behalf of the below-defined Class:

26 All persons in the United States of America who purchased one or more product
27 from Defendant between March 2021 through the present (“the Class Period”) at a
28 stated discount from a higher reference price and who have not received a refund or
credit for their purchase(s).

1 50. The above-described class of persons shall hereafter be referred to as the “Class.”
2 Excluded from the Class are any and all past or present officers, directors, or employees of
3 Defendant, any judges who preside over this action, and any partner or employee of Class Counsel.

4 51. In the alternative, Plaintiff brings this action as a representative of all those similarly
5 situated, on behalf of the below-defined Class:

6 All persons in the State of California who purchased one or more product from
7 Defendant between March 2021 through the present (“the Class Period”) at a stated
8 discount from a higher reference price and who have not received a refund or credit
9 for their purchase(s).

9 52. The above-referenced class of persons shall hereafter be referred to as the
10 “California Class.” Excluded from the California Class are any and all past or present officers,
11 directors, or employees of Defendant, any judge who presides over this action, and any partner or
12 employee of Class Counsel.

13 53. The Class and California Class are referred to herein collectively as the “Classes.”

14 54. Plaintiff reserves the right to expand, limit, modify, or amend the class definitions
15 stated above, including the addition of one or more subclasses, in connection with a motion for
16 class certification, or at any other time, based upon, among other things, changing circumstances, or
17 new facts obtained during discovery.

18 55. This case is appropriate for class treatment because Plaintiff can prove the elements
19 of her claims on a class-wide basis using the same evidence as would be used to prove those
20 elements in individual actions alleging the same claims.

21 56. **Numerosity.** The Classes are each so numerous that joinder of all members in one
22 action is impracticable. The exact number and identities of the members of each of the Classes is
23 unknown to Plaintiff at this time and can only be ascertained through appropriate discovery, but on
24 information and belief, Plaintiff alleges that there are thousands of members of each of the Classes.

25 57. **Typicality.** Plaintiff’s claims are typical of those of other members of the Class and
26 California Class, all of whom have suffered similar harm due to Defendant’s course of conduct as
27 described herein.

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1 58. **Adequacy of Representation.** Plaintiff is an adequate representative of the Classes
2 and will fairly and adequately protect the interests of the Classes. Plaintiff has retained attorneys
3 who are experienced in the handling of complex litigation and class actions, and Plaintiff and her
4 counsel intend to prosecute this action vigorously.

5 59. **Existence and Predominance of Common Questions of Law or Fact.** Common
6 questions of law and fact exist as to all members of the Classes that predominate over any questions
7 affecting only individual members of the Classes. These common legal and factual questions, which
8 do not vary among members of the Classes, and which may be determined without reference to the
9 individual circumstances of any member of the Classes, include, but are not limited to, the
10 following:

- 11 (a) Whether, during the Class Period, Defendant advertised false
12 Reference Prices on products offered on its Website and affiliated
13 websites.
- 14 (b) Whether, during the Class Period, Defendant advertised price
15 discounts from false Reference Prices on products offered on its
16 Website and affiliated websites.
- 17 (c) Whether the products listed on Defendant’s Website and affiliated
18 websites during the Class Period were offered at their Reference
19 Prices for any reasonably substantial period of time prior to being
20 offered at prices that were discounted from their Reference Prices.
- 21 (d) Does Defendant’s deceptive pricing scheme using false Reference
22 Prices constitute an “unlawful,” “unfair,” or “fraudulent” business
23 practice in violation of the California Unfair Competition Law, Cal. Bus
24 & Prof. Code § 17200, et seq.?
- 25 (e) Does Defendant’s deceptive pricing scheme using false Reference
26 Prices constitute “unfair, deceptive, untrue or misleading advertising”
27 in violation of the California Unfair Competition Law, Cal. Bus & Prof.
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- Code § 17200, *et seq.*?
- (f) Does Defendant’s deceptive pricing scheme using false Reference Prices constitute false advertising in violation of the California False Advertising Law under Business & Professions Code section 17500, *et seq.*?
 - (g) Does Defendant’s deceptive pricing scheme using false Reference Prices constitute a violation of the California Legal Remedies Act California Civil Code §§1750, *et seq.*?
 - (h) Whether Defendant’s false Reference Prices on products offered on its Website and affiliated websites during the Class Period are false representations.
 - (i) Whether and when Defendant knew or learned that false Reference Prices on products offered on its Website and affiliated websites during the Class Period are false representations.
 - (j) What did Defendant hope to gain from using a false Reference Price scheme?
 - (k) What did Defendant gain from its false Reference Price scheme?
 - (l) Whether Defendant’s use of false Reference Prices on products offered on its Website and affiliated websites during the Class Period was material.
 - (m) Whether Defendant had a duty to disclose to its customers that the Reference Prices were fake “original” prices in furtherance of sham sales.
 - (n) To what extent did Defendant’s conduct cause, and continue to cause, harm to the Classes?
 - (o) Whether the members of the Classes are entitled to damages and/or restitution.

1 (p) What type of injunctive relief is appropriate and necessary to enjoin
2 Defendant from continuing to engage in false or misleading
3 advertising?

4 (q) Whether Defendant's conduct was undertaken with conscious
5 disregard of the rights of the members of the Classes and was done
6 with fraud, oppression, and/or malice.

7 60. **Superiority.** A class action is superior to other available methods for
8 the fair and efficient adjudication of this controversy because individual litigation
9 of the claims of all members of the Classes is impracticable. Requiring each
10 individual class member to file an individual lawsuit would unreasonably
11 consume the amounts that may be recovered. Even if every member of the Classes
12 could afford individual litigation, the adjudication of at least thousands of identical
13 claims would be unduly burdensome to the courts. Individualized litigation would
14 also present the potential for varying, inconsistent, or contradictory judgments
15 and would magnify the delay and expense to all parties and to the court system
16 resulting from multiple trials of the same factual issues. By contrast, the conduct of
17 this action as a class action, with respect to some or all of the issues presented
18 herein, presents no management difficulties, conserves the resources of the parties
19 and of the court system, and protects the rights of the members of the Classes.
20 Plaintiff anticipates no difficulty in the management of this action as a class action.
21 The prosecution of separate actions by individual members of the Classes may
22 create a risk of adjudications with respect to them that would, as a practical
23 matter, be dispositive of the interests of the other members of the Classes who are
24 not parties to such adjudications, or that would substantially impair or impede the
25 ability of such non-party members of the Classes to protect their interests.

26 61. **Ascertainability.** Upon information and belief, Defendant keeps
27 extensive computerized records of their sales and customers through, among other
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the California Class)

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66. Plaintiff restates and re-alleges the foregoing paragraphs as if fully set forth herein.

67. California Business and Professions Code section 17200 *et seq.*, also known as the California Unfair Competition Law (“UCL”), prohibits acts of “unfair competition,” including any “unlawful, unfair or fraudulent business act or practice” as well as “unfair, deceptive, untrue or misleading advertising.”

68. A cause of action may be brought under the “unlawful” prong of the UCL if a practice violates another law. Such an action borrows violations of other laws and treats these violations, when committed pursuant to business activity, as unlawful practices independently actionable under the UCL.

69. Here, by engaging in false advertising, as well as the false, deceptive, and misleading conduct alleged above, Defendant has engaged in unlawful business acts and practices in violation of the UCL, including violations of state and federal laws and regulations, such as 15 U.S.C. § 45(a)(1), 16 C.F.R. § 233.1, California Business & Professions Code sections 17500 and 17501, and California Civil Code sections 1770(a)(9) and 1770(a)(13).

70. The Federal Trade Commission Act (“FTCA”) prohibits “unfair or deceptive acts or practices in or affecting commerce[.]” 15 U.S.C. § 45(a)(1). Under FTC regulations, false former pricing schemes similar to the ones employed by Defendant, are deceptive practices that would violate the FTCA:

(a) One of the most commonly used forms of bargain advertising is to offer a reduction from the advertiser’s own former price for an article. If the former price is the actual, bona fide price at which the article was offered to the public on a regular basis for a reasonably substantial period of time, it provides a legitimate basis for the advertising of a price comparison. Where the former price is genuine, the bargain being advertised is a true one. If, on the other hand, the former price being advertised is not bona fide but fictitious – for example, where an artificial, inflated price was established for the purpose of enabling the subsequent offer of a large reduction – the “bargain” being advertised is a false one; the purchaser is not receiving the

1 unusual value he expects.

2 (b) A former price is not necessarily fictitious merely because no sales at the
3 advertised price were made. The advertiser should be especially careful,
4 however, in such a case, that the price is one at which the product was
5 openly and actively offered for sale, for a reasonably substantial period of
6 time, in the recent, regular course of her business, honestly and in good faith
– and, of course, not for the purpose of establishing a fictitious higher price
on which a deceptive comparison might be based.

7 (c) The following is an example of a price comparison based on a fictitious
8 former price. John Doe is a retailer of Brand X fountain pens, which cost him
9 \$5 each. His usual markup is 50 percent over cost; that is, his regular retail
10 price is \$7.50. In order subsequently to offer an unusual “bargain,” Doe
11 begins offering Brand X at \$10 per pen. He realizes that he will be able to sell
12 no, or very few, pens at this inflated price. But he doesn’t care, for he
13 maintains that price for only a few days. Then he “cuts” the price to its usual
level—\$7.50—and advertises: “Terrific Bargain: X Pens, Were \$10, Now Only
\$7.50!” This is obviously a false claim. The advertised “bargain” is not
genuine.

14 (d) Other illustrations of fictitious price comparisons could be given. An
15 advertiser might use a price at which he never offered the article at all; he
16 might feature a price which was not used in the regular course of business,
or
17 which was not used in the recent past but at some remote period in the past,
18 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.

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20 71. The FTCA also prohibits the pricing scheme employed by Defendant
21 regardless of whether the product advertisement and representations use the
22 words “regular,” “original,” or “former” price:

23 (e) If the former price is set forth in the advertisement, whether
24 accompanied or not by descriptive terminology such as “Regularly,”
“Usually,” “Formerly,” etc., the advertiser should make certain that the
25 former price is not a fictitious one. If the former price, or the amount or
percentage of reduction, is not stated in the advertisement, as when the ad
26 merely states, “Sale,” the advertiser must take care that the amount of
reduction is not so insignificant as to be meaningless. It should be
27 sufficiently large that the consumer, if he knew what it was, would believe
28 that a genuine bargain or saving was being offered. An advertiser who

1 claims that an item has been “Reduced to \$9.99,” when the former price was
2 \$10, is misleading the consumer, who will understand the claim to mean
3 that a much greater, and not merely nominal, reduction was being offered.

4 72. Further, Defendant’s conduct as described herein also violates
5 California false advertising laws. Specifically, California Business & Professions
6 Code section 17500 provides, in relevant part, that it is unlawful for any
7 corporation, with intent directly or indirectly to dispose of personal property, to
8 make or disseminate in any “manner or means whatever, including over the
9 Internet, any statement, concerning that . . . personal property . . . which is untrue
10 or misleading, and which is known, or which by the exercise of reasonable care
11 should be known, to be untrue or misleading[.]”

12 73. California law also expressly prohibits false former pricing schemes
13 like the one employed by Defendant. California Business & Professions Code
14 section 17501, entitled “Worth or value; statements as to former price,” states as
15 follows:

16 For the purpose of this article the worth or value of any thing advertised is
17 the
18 prevailing market price, wholesale if the offer is at wholesale, retail if the
19 offer is at retail, at the time of publication of such advertisement in the
20 locality wherein the advertisement is published.

21 No price shall be advertised as a former price of any advertised thing, unless
22 the alleged former price was the prevailing market price as above defined
23 within three months next immediately preceding the publication of the
24 advertisement or unless the date when the alleged former price did prevail
25 is
26 clearly, exactly and conspicuously stated in the advertisement.

27 74. Moreover, Defendant’s conduct also violates the California Consumer
28 Legal Remedies Act (“CLRA”). *See* Cal. Civ. Code §§ 1750, et seq. More specifically,
29 Defendant violated the CLRA provisions prohibiting businesses from “[m]aking
30 false or misleading statements of fact concerning reasons for, existence of, or
31 amounts of price reductions[.]” Cal. Civ. Code §1770(a)(13).

1 75. A business act or practice is “unfair” under the UCL if it offends an
2 established public policy or is immoral, unethical, oppressive, unscrupulous or
3 substantially injurious to consumers, and that unfairness is determined by
4 weighing the reasons, justifications, and motives of the practice against the gravity
5 of the harm to the alleged victims.

6 76. Here, Defendant’s actions constitute “unfair” business acts or
7 practices because, as alleged above, Defendant engaged in a misleading and
8 deceptive pricing scheme by advertising and representing false Reference Prices
9 and thereby falsely advertising and representing markdowns or “discounts” that
10 were false and inflated. Defendant’s deceptive marketing practice gave consumers
11 the false impression that Defendant’s products were regularly sold on the market
12 for a substantially higher price in the recent past than they actually were and thus
13 led to the false impression that Defendant’s products were worth more than they
14 actually were. Defendant’s acts and practices thus offended an established public
15 policy, and they engaged in immoral, unethical, oppressive, and unscrupulous
16 activities that are substantially injurious to consumers.

17 77. The harm to Plaintiff and members of the Classes outweighs the utility
18 of Defendant’s practices. There were reasonably available alternatives to further
19 Defendant’s legitimate business interests, other than the misleading and deceptive
20 conduct described herein.

21 78. A business act or practice is “fraudulent” within the meaning of the
22 UCL if members of the public are likely to be deceived.

23 79. Here, members of the public are likely to be deceived by Defendant’s
24 conduct as alleged above. Among other things, Defendant affirmatively
25 misrepresented the Reference Prices of its merchandise, which thereby misled and
26 deceived customers into believing that they were buying merchandise from
27 Defendant at substantially marked down and discounted prices. Defendant’s
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1 deceptive marketing practice gave consumers the false impression that its
2 products were regularly sold on the market for a substantially higher price in the
3 recent past than they actually were and thus led to the false impression that
4 Defendant's products were worth more than they actually were.

5 80. In addition, Defendant had a duty to disclose the truth about its
6 pricing deception, including, among other things, that the Reference Prices
7 advertised and published on its Website were not, in fact, prices at which
8 Defendant's items had sold for in the recent past for a reasonably substantial
9 period of time, but that instead, in reality, Defendant's products rarely (if ever)
10 were offered at the advertised Reference Prices. Defendant, however, concealed
11 this material information from customers and the general public. Members of the
12 public, therefore, were also likely to be deceived by Defendant's failure to disclose
13 material information.

14 81. Plaintiff and each member of the Classes suffered an injury in fact and
15 lost money or property as a result of Defendant's unlawful, unfair, and/or
16 fraudulent business practices, and as a result of Defendant's unfair, deceptive,
17 untrue or misleading advertising.

18 82. Plaintiff and each member of the Classes was harmed by Defendant's
19 use of false Reference Prices, because Plaintiff and each member of the Classes
20 would not have made their purchases or would not have paid as much as they did
21 but for Defendant's misrepresentations.

22 83. Defendant was unjustly enriched by its misrepresentations with
23 respect to Reference Prices, because those misrepresentations induced Plaintiff
24 and each member of the Class to make purchases they otherwise would not have
25 made or pay more for those purchases than they otherwise would have paid.

26 84. Plaintiff, on behalf of herself and the members of the Class and
27 California Class, seeks restitution of all moneys received by Defendant through the
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1 conduct described above.

2 85. Plaintiff, on behalf of herself and the members of the Class and
3 California Class, seeks a temporary, preliminary, and/or permanent injunction
4 from this Court prohibiting Defendant from engaging in the patterns and practices
5 described herein, including but not limited to, putting a stop to its deceptive
6 advertisements in connection with its sale of products.

7 **SECOND CLAIM FOR RELIEF**

8 **VIOLATION OF CALIFORNIA FALSE ADVERTISING LAW**

9 **(CAL. BUS. & PROF. CODE §17500, *et seq.*)**

10 **(By Plaintiff Against Defendant on Behalf of the Class, or in the Alternative,
11 the California Class)**

12 86. Plaintiff restates the foregoing paragraphs as if fully set forth herein.

13 87. The California False Advertising Law, codified at California Business &
14 Professions Code section 17500, *et seq.* (the “FAL”) provides, in relevant part, that it
15 is unlawful for any corporation, with intent directly or indirectly to dispose of
16 personal property, to make or disseminate in any “manner or means whatever,
17 including over the Internet, any statement, concerning that . . . personal
18 property . . . which is untrue or misleading, and which is known, or which by the
19 exercise of reasonable care should be known, to be untrue or misleading[.]” Cal.
20 Bus. & Prof. Code § 17500. The “intent” required by section 17500 is the intent to
21 dispose of property, and not the intent to mislead the public in the disposition of
22 such property.

23 88. Similarly, another section of the FAL provides, in relevant part, that
24 “no price shall be advertised as a former price of any advertised thing, unless the
25 alleged former price was the prevailing market price . . . within three months next
26 immediately preceding the publication of the advertisement or unless the date
27 when the alleged former price did prevail is clearly, exactly, and conspicuously
28 stated in the advertisement.” Cal Bus. & Prof. Code § 17501.

1 89. Here, Defendant routinely disseminated on its Website false
2 Reference Prices for the products offered for sale on the Website, including to
3 Plaintiff. Such statements of Defendant were untrue, or at the very least, were
4 misleading. Among other things, Defendant rarely, if ever, offered mattresses on
5 its Website at the Reference Prices displayed for each product. Further, Defendant
6 rarely, if ever, offered mattresses on its Website at the Reference Prices within the
7 three months immediately preceding the publication of the Reference Prices.
8 Defendant thus misled customers, including Plaintiff, into believing that the
9 Reference Prices are or were genuine original, retail, or former prices and that the
10 “sale” prices relative to the published Reference Prices, in fact, reflected real and
11 substantial discounts. Defendant’s deceptive marketing practice gave consumers
12 the false impression that its products were regularly sold for a substantially higher
13 price in the recent past than they actually were and thus led to the false
14 impression that Defendant’s products were worth more than they actually were.

15 90. Defendant engaged in this deceptive conduct with the intent to
16 dispose of personal property—namely, with the intent to increase the sale of
17 Defendant’s products offered by Defendant on its Website.

18 91. Defendant knew, or by the exercise of reasonable care should have
19 known, that its dissemination of Reference Prices for the mattress products sold on
20 its Website was untrue and/or misleading. Among other things, Defendant
21 represented the Reference Prices in connection with the Defendant’s products sold
22 on its Website even though they knew, or in the exercise of reasonable care should
23 have known, that such products had rarely, if ever, sold at the crossed-out
24 Reference Prices.

25 92. As a direct and proximate result of Defendant’s misleading and false
26 advertisements, Plaintiff and members of the Class and California Class have
27 suffered injury in fact and have lost money.

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1 procedures to secure such protection.” Cal. Civ. Code §1760.

2 98. Plaintiff and each member of the Classes are “consumers” as defined
3 by California Civil Code section 1761(d). Defendant’s sale of its products on its
4 Website to Plaintiff and the Class were “transactions” within the meaning of
5 California Civil Code section 1761(e). The products purchased by Plaintiff and the
6 Classes are “goods” within the meaning of California Civil Code section 1761(a).

7 99. Defendant violated and continue to violate the CLRA by engaging in
8 the following practices prohibited by California Civil Code section 1770(a) in
9 transactions with Plaintiff and the Classes which were intended to result in, and
10 did result in, the sale of Defendant’s branded products: “Making false or
11 misleading statements of fact concerning the reasons for, existence of, or amounts
12 of price reductions.” Cal. Civ. Code §1770(a)(13).

13 100. Defendant made false or misleading statements of fact concerning the
14 “existence of” and the “amounts of price reductions” because, among other things,
15 (a) no true price reductions existed—or at the very least, any amounts of price
16 reductions were exaggerated—in that Defendant’s merchandise was rarely, if ever,
17 previously offered for sale and/or sold at the higher Reference Prices for a
18 reasonably substantial period of time, (b) there is no other channel through which
19 the products have previously been offered for sale and/or sold at the false
20 Reference Price for a reasonably substantial period of time, and (c) the Reference
21 Prices Defendant advertises in connection with its products were never sold
22 elsewhere for any other prices besides the falsely discounted sale prices at which
23 customers bought items from Defendant.

24 101. Plaintiff and each member of the Classes was harmed by Defendant’s
25 use of false Reference Prices, because Plaintiff and each member of the Classes
26 would not have made their purchase or would not have paid as much as they did
27 but for Defendant’s misrepresentations.

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1 rarely, if ever, previously offered for sale and/or sold those products at the higher
2 Reference Price for any reasonably substantial period of time. Moreover, the
3 Reference Prices Defendant represented in connection with its products
4 necessarily cannot be prevailing market prices because Defendant sells its
5 branded products directly to consumers only at the prices advertised on its
6 websites and thus, the items were never sold elsewhere for any other price besides
7 the falsely discounted sale price at which customers bought items from Defendant.

8 109. Defendant knew that its representations were false when it made
9 them, or at the very least, it made the representations recklessly and without
10 regard for their truth. In other words, Defendant knew that the mattresses Plaintiff
11 and the Classes purchased had rarely, if ever, sold at the substantially higher
12 Reference Price displayed in the recent past and/or in the prevailing market.

13 110. Defendant's representations were made with the intent that Plaintiff
14 and the Classes rely on the false representations and spend money they otherwise
15 would not have spent, purchase items they otherwise would not have purchased,
16 and/or spend more money for an item than they otherwise would have absent the
17 deceptive marketing scheme.

18 111. Defendant engaged in this fraud to the Plaintiff and the Classes'
19 detriment in order to increase Defendant's own sales and profits.

20 112. Plaintiff and the Classes reasonably relied on Defendant's
21 representations.

22 113. Absent Defendant's misrepresentations, Plaintiff and the Classes
23 would not have purchased the items they purchased from Defendant, or, at the
24 very least, they would not have paid as much for the items as they ultimately did.
25 Plaintiff and the Classes' reliance was a substantial factor in causing them harm.

26 114. Further, Plaintiff and each member of the Classes was harmed by
27 Defendant's use of false Reference Prices, because they did not receive the

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1 expected discount or benefit-of-the bargain advertised by Defendant.

2 115. As a direct and proximate result of the above, Plaintiff and the Classes
3 have suffered damages in an amount to be proven at trial.

4 116. Defendant undertook the aforesaid illegal acts intentionally or with
5 conscious disregard of the rights of Plaintiff and the Classes, and did so with fraud,
6 malice, and/or oppression. Based on the allegations above, Defendant's actions
7 constituted fraud because Defendant intended to and did deceive and injure
8 Plaintiff and the Classes. Based on the allegations above, Defendant's actions
9 constituted malice because Defendant acted with the intent to and did cause injury
10 to Plaintiff and the Classes, and also because Defendant's deceptive conduct was
11 despicable and was done with a willful and knowing disregard of the rights of
12 Plaintiff and the Classes. Based on the allegations above, Defendant's actions
13 constituted oppression because Defendant's deceptive conduct was despicable and
14 subjected Plaintiff and the Classes to cruel and unjust hardship in knowing
15 disregard of their rights.

16 **FIFTH CLAIM FOR RELIEF**

17 **FRAUDULENT CONCEALMENT**

18 **(By Plaintiff Against Defendant on Behalf of the Class, or in the Alternative,
19 the California Class)**

20 117. Plaintiff restates and re-alleges the foregoing paragraphs as if fully set
21 forth herein.

22 118. Defendant uniformly disclosed some facts to Plaintiff and all members
23 of the Classes during the Class Period in connection with its mattresses and other
24 items on its websites. Namely, Defendant advertised a substantial time-limited sale
25 on the home page of each of its websites and disclosed a Reference Price for items
26 by displaying on the product description page for each item a Reference Price
27 substantially higher than the offered selling price, which is marked down or
28 discounted from the Reference Price by a specified percentage discount or dollar

1 amount.

2 119. Defendant, however, intentionally failed to disclose other facts,
3 making Defendant's disclosure deceptive. Specifically, Defendant failed to disclose
4 that Defendant rarely, if ever, previously offered for sale and/or sold its mattresses
5 at the higher Reference Price for any reasonably substantial period of time.
6 Moreover, Defendant failed to disclose that the Reference Prices necessarily cannot
7 be prevailing market prices because Defendant sells its products only at the prices
8 advertised on its websites and thus, the items were never sold elsewhere for any
9 other price besides the falsely discounted sale price at which customers bought
10 items from Defendant. As a result, Defendant deceived Plaintiff and the Classes
11 into believing that they were purchasing items at a substantial markdown or
12 discount when, in reality, the false Reference Price and discounting practice
13 artificially inflated the true market value of the items they purchased.

14 120. As a separate basis for concealment, Defendant uniformly and
15 intentionally concealed from Plaintiff and all members of the Classes that the items
16 they purchased from Defendant had rarely, if ever, been sold by Defendant in the
17 recent past at the substantially higher Reference Price displayed on Defendant's
18 websites and/or in the prevailing market. These were facts known only to
19 Defendant that Plaintiff and the Classes could not have discovered.

20 121. Plaintiff and the Classes did not know of the concealed facts.

21 122. Defendant intended to deceive Plaintiff and the Classes by concealing
22 the facts described above.

23 123. Had the omitted information been disclosed, Plaintiff reasonably
24 would have behaved differently. Among other things, Plaintiff would not have
25 purchased the items she purchased from Defendant, or, at the very least, she
26 would not have paid as much for the items as she ultimately did.

27 124. Further, Plaintiff and each member of the Classes was harmed by
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1 Defendant's use of false Reference Prices, because they did not receive the
2 expected discount or benefit-of-the bargain advertised by Defendant.

3 125. The omitted information was material and thus, reliance is presumed
4 on a classwide basis. The omitted information related to the price of the items sold
5 on Defendant's Website and whether Plaintiff was receiving a true and genuine
6 substantial discount or whether, instead, Plaintiff was being deceived into by
7 products through a pricing scheme utilizing fake, artificially inflated original,
8 retail, or former prices. A reasonable person would plainly attach importance to
9 matters affecting pricing in determining his or her purchasing decision.

10 126. As a direct and proximate result of the above, Plaintiff and the Classes
11 have been harmed and suffered damages in an amount to be proven at trial.

12 127. Defendant undertook the aforesaid illegal acts intentionally or with
13 conscious disregard of the rights of Plaintiff and the Classes, and did so with fraud,
14 malice, and/or oppression. Based on the allegations above, Defendant's actions
15 constituted fraud because Defendant intended to and did deceive and injure
16 Plaintiff and the Classes. Based on the allegations above, Defendant's actions
17 constituted malice because Defendant acted with the intent to and did cause injury
18 to Plaintiff and the Classes, and also because Defendant's deceptive conduct was
19 despicable and was done with a willful and knowing disregard of the rights of
20 Plaintiff and the Classes. Based on the allegations above, Defendant's actions
21 constituted oppression because Defendant's deceptive conduct was despicable and
22 subjected Plaintiff and the Classes to cruel and unjust hardship in knowing
23 disregard of their rights.

24 **VIII. PRAYER FOR RELIEF**

25 128. WHEREFORE, Plaintiff prays for judgment against Defendant on
26 behalf of herself and those similarly situated as follow:

27 **ON THE FIRST CLAIM FOR RELIEF FOR VIOLATION OF THE UNFAIR**

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COMPETITION LAW (CAL. BUS. & PROF. CODE §§17200 et seq.)

A. For an order certifying that the action be maintained as a class action, that Plaintiff be designated the class representative, and that undersigned counsel be designated as class counsel.

B. For an injunction putting a stop to the deceptive and misleading conduct described herein and ordering Defendant to correct its deceptive and misleading advertising and pricing practices.

C. For an award of restitution and disgorgement of moneys paid that Defendant obtained as a result of its unlawful, unfair, and fraudulent business practices, and as a result of its unfair, deceptive, untrue, and misleading advertising, all as described above.

D. For an award of equitable and declaratory relief.

E. For pre and post judgment interest and costs of suit incurred herein.

F. For attorneys' fees incurred herein pursuant to California Code of Civil Procedure section 1021.5, or to the extent otherwise permitted by law.

G. For such other and further relief as the Court may deem just and proper.

ON THE SECOND CLAIM FOR RELIEF FOR VIOLATIONS OF THE FALSE ADVERTISING LAW (CAL. BUS. & PROF. CODE §§17500 et seq.)

H. For an order certifying that the action be maintained as a class action, that Plaintiff be designated the class representative, and that undersigned counsel be designated as class counsel.

I. For an injunction putting a stop to the deceptive and misleading conduct described herein and ordering Defendant to correct its deceptive and misleading advertising and pricing practices.

J. For an award of restitution and disgorgement of moneys paid that Defendant obtained as a result of its unlawful, unfair, and fraudulent business

1 practices, and as a result of its unfair, deceptive, untrue, and misleading
2 advertising, all as described above.

3 K. For an award of equitable and declaratory relief.

4 L. For pre and post judgment interest and costs of suit incurred herein.

5 M. For attorneys' fees incurred herein pursuant to California Code of
6 Civil Procedure section 1021.5, or to the extent otherwise permitted by law.

7 N. For such other and further relief as the Court may deem just and
8 proper.

9 **ON THE THIRD CLAIM FOR RELIEF FOR VIOLATIONS OF THE CONSUMER**
10 **LEGAL REMEDIES ACT (CAL. CIV. CODE §§1750 *et seq.*)**

11 O. For an order certifying that the action be maintained as a class action,
12 that Plaintiff be designated the class representative, and that undersigned counsel
13 be designated as class counsel.

14 P. For compensatory damages in an amount to be proven at trial.

15 Q. For punitive damages in an amount sufficient to punish Defendant
16 and to deter it from engaging in wrongful conduct in the future.

17 R. For pre and post judgment interest and costs of suit incurred herein.

18 S. For an injunction putting a stop to the deceptive and misleading
19 conduct described herein and ordering Defendant to correct its deceptive and
20 misleading advertising and pricing practices.

21 T. For an award of equitable and declaratory relief.

22 U. For attorneys' fees incurred herein pursuant to California Civil Code
23 section 1780, or to the extent otherwise permitted by law.

24 V. For such other and further relief as the Court may deem just and
25 proper.

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Dated: October 23, 2025

TURNER HENNINGSEN WOLF & VANDENBURG, LLP

By: /s/ Matthew Wolf
Matthew Wolf

Attorneys for Plaintiff
REGINA MOLLOY

JURY DEMAND

Plaintiff, on behalf of herself and all others similarly situated, hereby demands a trial by jury on all triable issues.

Dated: October 23, 2025

TURNER HENNINGSEN WOLF & VANDENBURG, LLP

By: /s/ Matthew Wolf
Matthew Wolf

Attorneys for Plaintiff
REGINA MOLLOY