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

SHIRIN CHAHAL, ANDREA PERSSON and
JOHNATHAN ACEVEDO, each individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

COZY EARTH HOLDINGS, INC.,

Defendant.

Case No.

**CONSOLIDATED CLASS ACTION
COMPLAINT**

DEMAND FOR JURY TRIAL

OREGON UNLAWFUL TRADE
PRACTICES ACT
CALIFORNIA FALSE ADVERTISING
LAW
CALIFORNIA CONSUMERS LEGAL
REMEDIES ACT
CALIFORNIA UNFAIR COMPETITION
LAW

Claim for: \$1 million - \$10 million
Fee authority: ORS 21.160(1)(d)
Not subject to mandatory arbitration

1 **Introduction.**

2 1.

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

7 2.

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

10 3.

11 As the Federal Trade Commission advises in its *Guides Against Deceptive Pricing*, it is
12 deceptive to make up “an artificial, inflated price ... for the purpose of enabling the subsequent
13 offer of a large reduction” off that price. 16 C.F.R. § 233.1.

14 4.

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

1 5.

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

4 6.

5 Furthermore, California’s Unfair Competition Law bars unlawful, unfair, and deceptive
6 business practices. *See* Cal. Bus. & Prof. Code § 17200. Likewise, California’s False Advertising
7 Law prohibits businesses from making statements they know or should know to be untrue or
8 misleading. Cal. Bus. & Prof. Code § 17500. This includes statements falsely suggesting that a
9 product is on sale, when it actually is not. Moreover, California’s False Advertising Law
10 specifically provides that “[n]o price shall be advertised as a former price ... unless the alleged
11 former price was the prevailing market price ... within three months next immediately
12 preceding” the advertising. Cal. Bus. & Prof. Code § 17501.

13 7.

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

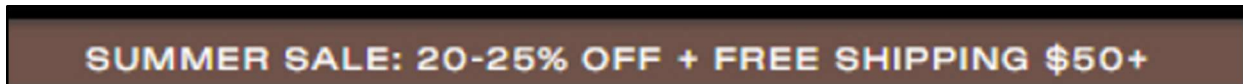
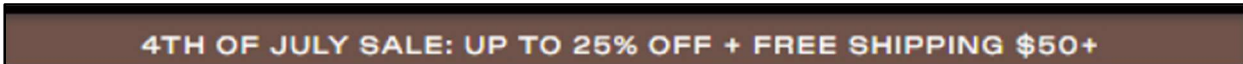
18 8.

19 Defendant Cozy Earth Holdings, Inc. (“Cozy Earth” or “Defendant”) makes, sells, and
20 markets home textiles, clothing, and furniture products like bedding, pillows, towels, and chairs
21 (the “Cozy Earth Products” or “Products”). The Products are sold online through Defendant’s
22 website, cozyearth.com.

9.

On its website, Defendant lists purported regular prices and advertises purported limited-time sales offering steep discounts from those listed regular prices, for example “20-25% OFF”.

Examples are shown below:



10.

Far from being time-limited, however, steep sitewide discounts on Defendant’s Products are always available. 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 prices, 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.

1 11.

2 As described in greater detail below, Ms. Chahal, Ms. Persson, and Mr. Acevedo
3 (together “Plaintiffs”) bought Products from Defendant through its website, cozyearth.com.
4 When Plaintiffs made their purchases, Defendant advertised that sales were going on, and
5 Defendant represented that the Products Plaintiffs purchased were being offered at a substantial
6 discount from the purported regular prices that Defendant advertised. And based on Defendant’s
7 representations, Plaintiffs believed that they were purchasing Products whose regular price and
8 market value were the purported list prices that Defendant advertised, that they were receiving
9 substantial discounts, and that the opportunity to get those discounts was time-limited. These
10 reasonable beliefs are what caused Plaintiffs to buy from Defendant when they did.

11 12.

12 The representations Plaintiffs relied on, however, were not true. The purported regular
13 prices were not the true regular prices that Defendant sells the Products for, the purported
14 discounts were not true discounts, and the discounts were ongoing—not time-limited. Had
15 Defendant been truthful, Plaintiffs and other consumers like them would not have purchased the
16 Products, or would have paid less for them.

17 13.

18 Plaintiffs bring this case for themselves and the other Oregon and California consumers
19 who purchased Cozy Earth Products.

20 **Parties.**

21 14.

22 Plaintiff Shirin Chahal is domiciled in Central Point, Oregon.

23 15.

24 Plaintiff Andrea Persson is domiciled in Irvine, California.

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16.

Plaintiff Johnathan Acevedo is domiciled in Chico, California.

17.

The proposed Class includes citizens of Oregon and California.

18.

Defendant Cozy Earth Holdings, Inc. is a Utah corporation with its principal place of business at 3401 N Thanksgiving Way, Ste. 300, UT 84048-4159.

Jurisdiction and Venue.

19.

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. Due to Defendant's actions, Plaintiff Chahal purchased Products from Defendant in Oregon, and was harmed in Oregon.

Facts.

Defendant's fake sales and discounts.

20.

Defendant Cozy Earth manufactures, distributes, markets, and sells home textile, clothes, and furniture products including bedding, towels, pillows, loungewear, and chairs. Cozy Earth sells its Products directly to consumers online, through its website, cozyearth.com

21.

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

At any given time, on its website, Defendant advertises steep discounts on its Products. These discounts offer “X% off” sitewide. Reasonable consumers reasonably interpret Defendant’s advertisements to mean that they will be getting a discount “off” of the prices that Defendant usually charges for its Products. Even though in truth these discounts run in perpetuity, Defendant prominently claims they are limited time by claiming that the sale is because they “Made Too Much” or is for some event or time period like a “New Year’s Sale” or a “Summer Sale.” And it advertises these discounts extensively: on an attention-grabbing banner on every webpage of its website; in a large banner image on its homepage; on product category and individual product pages; in emails sent to its mailing list; and during checkout. Example screenshots are provided on the following pages:

SUMMER SALE: 20-25% OFF SITEWIDE + FREE SHIPPING \$50+

COZY EARTH

Best Sellers Bedding Bath Women Men Accessories New Arrivals Oprah's Favorite T

THE SUMMER SALE IS HERE!

Save Up to 25%

Make a splash with sitewide savings on
all your favorite warm-weather finds.

SHOP NOW

Captured June 7, 2023





1 **SPRING REFRESH SALE: 20-25% OFF + FREE SHIPPING**

2 **Build Your Bed**



15 *Captured April 5, 2024*

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17
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<p>OPRAH'S FAVORITE THINGS - 2018</p> 	<p>LAST CHANCE</p> 	<p>BEST SELLER</p> 	<p>BEST SELLER</p> 
<p>Bamboo Sheet Set From \$339 \$271.20 20% off ● ● ● ● ● + 9 more Made with Bamboo Viscose</p>	<p>Linen Bamboo Sheet Set From \$339 \$241.45 Upto 45% off ● ● Made with Bamboo Viscose</p>	<p>Bamboo Pillowcases From \$76 \$56 20% off ● ● ● ● ● + 9 more Made with Bamboo Viscose</p>	<p>Bamboo Duvet Cover From \$319 \$255.20 20% off ● ● ● ● ● + 9 more Made with Bamboo Viscose</p>

23 *Captured April 9, 2024*

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COZY EARTH ANNIVERSARY SALE : UP TO 25% OFF + FREE SHIPPING \$50+

Skincare Best Sellers Holiday Gift Guide

QUALITY THAT STANDS THE TEST OF TIME

**SAVE UP TO 25% WITH THE
COZY EARTH ANNIVERSARY SALE**

SHOP THE SALE

Captured October 15, 2024

LABOR DAY SALE: UP TO 25% OFF + FREE SHIPPING \$50+

Best Sellers

WORLD-CLASS SOFTNESS FOR EVERY SEASON

**SAVE UP TO 25% WITH
THE LABOR DAY SALE**

SHOP THE SALE

Captured August 30, 2024

Bamboo Coverlet

~~\$\$\$110~~ \$88 (Save 20% Off)

★★★★★ 88 Reviews

Made with Viscose from Bamboo

COLOR: CHARCOAL



SIZE: BABY

[SIZE GUIDE](#)



ADD TO CART

Captured March 31, 2025

SHOPPING CART (1)

Purchase 3+ items to Save 25%



Bamboo Coverlet

Color: Charcoal

Size: Baby

~~\$\$\$110~~ \$88

20% OFF SITEWIDE | SPRING SALE



[Remove](#)



PACKAGE PROTECTION
Theft / Loss / Damage

\$2.77



BECOME A COZY EARTH MEMBER



20% back on all orders
\$20.40 saved today



Sign up gift: Free Jogger Pant
\$169 value



\$75 welcome credit
Immediately deposited into your account



50% off New Arrivals
Members Exclusive Only

You Save

\$22

Subtotal:

~~\$\$\$112.77~~ \$90.77

CONTINUE TO CHECKOUT

Free Shipping on Orders Over \$50

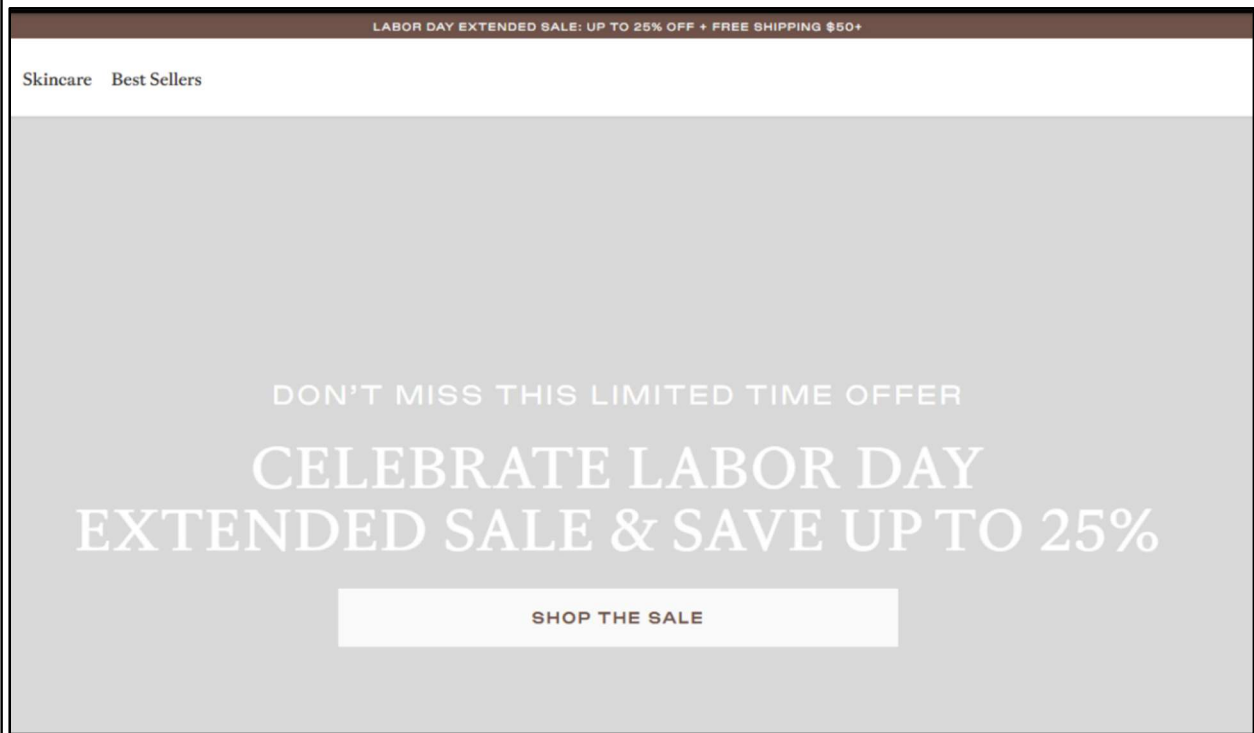
Captured March 31, 2025

23.

Defendant represents that these discounts will only be available for a limited time, but in reality, they continue indefinitely. As depicted below, Defendant represents that it is offering a sale for Labor Day. To reasonable consumers, this means that shortly after Labor Day, Defendant's Products will no longer be on sale and will retail at their purported regular price. But immediately after each purportedly time-limited sale ends, Defendant generates another similar discount, with a new expiration date.

24.

For example, on September 10, 2024, Defendant advertised a Labor Day Extended Sale:

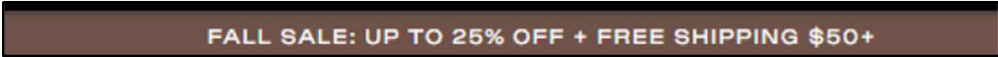


Captured September 10, 2024

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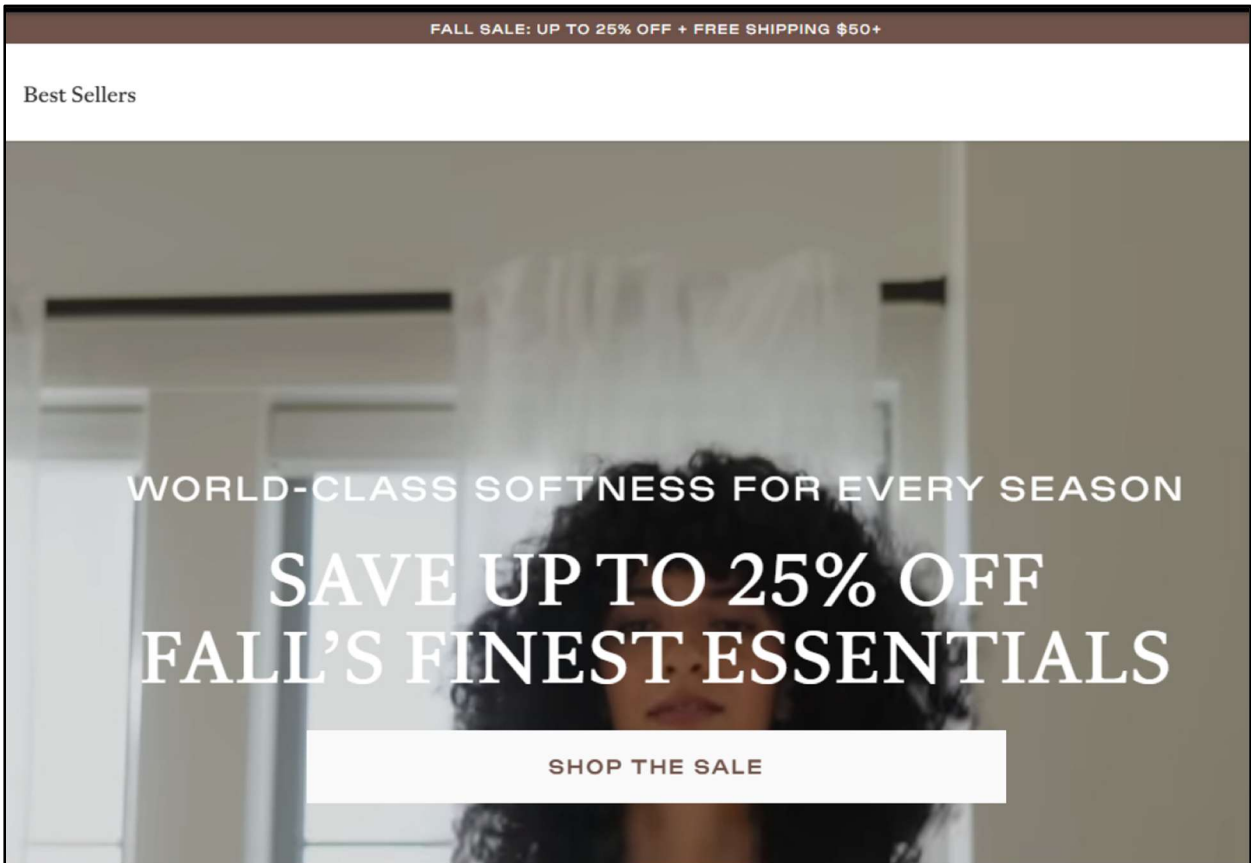
However, on September 14, 2024, just a few days later, Defendant advertised the same sale (“UP TO 25% OFF”) but now as a “FALL SALE.”



Captured September 14, 2024

26.

This 25% “FALL SALE” continued for several weeks and was immediately followed by a “COZY DAYS” sale of “UP TO 35% OFF.” (Both sales shown below).



Captured October 1, 2024



Captured October 9, 2024

To confirm that Defendant always offers discounts off of 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)¹ and a similar archiving website, arquivo.pt.² That investigation confirms that Defendant’s sales have persisted continuously. For example, 87 screenshots of Defendant’s website, cozyearth.com, were collected from the Internet Archive’s Wayback Machine, from between January 2021 and June 2025. One hundred percent of the 87 randomly selected screenshots of Defendant’s website, captured on the Wayback Machine, displayed a purportedly time-limited discount on Defendant’s Products. Plaintiffs’ counsel’s investigation shows from 2021 to at least June 2025, each month Cozy Earth has been offering a similar purported sale. The sales are essentially permanent:

Date of Website Capture	Sale
January 1, 2021	New Year’s Sale, 25-30% Off
February 16, 2021	President’s Day Sale, 20-25% Off
March 2, 2021	Semi-Annual Sale, 20-25% Off Sitewide
April 2, 2021	Spring Sale, 20-25% Off Sitewide
May 10, 2021	Mother’s Day Sale, 20-25% Off Sitewide
June 4, 2021	Memorial Day Sale Extended, 20-25% Off Sitewide
July 6, 2021	4 th of July Sale Extended, 20-25% Off Sitewide
August 2021	No Archive Available
September 20, 2021	Fall Sale, 20-25% Off Sitewide
October 20, 2021	Fall Sale, 20-25% Off Sitewide
November 25, 2021	Black Friday, 30-35% Off Sitewide
December 2021	No Archive Available
January 18, 2022	Winter Sale, 20-25% Off Sitewide
February 15, 2022	President’s Day Sale, Up to 25% Off Sitewide

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

² arquivo.pt is a Portugal-based internet archiving service. It captures the same Cozy Earth URL as the US-based Internet Archive (www.cozyearth.com). Because arquivo.pt often captures different dates from the Internet Archive, it fills in archival gaps.

	Date of Website Capture	Sale
1	March 16, 2022	Semi-Annual Sale, 20-25% Off Sitewide
2	April 24, 2022	Mother's Day Sale, 25-30% Off
3	May 31, 2022	Memorial Day Sale, Up to 35% Off Bedding, Loungewear & Bath
4	June 17, 2022	Summer Sale, Up to 25% Off
5	July 9, 2022	4 th of July Extended Sale, 20-25% Off
6	August 27, 2022	Labor Day Sale, Up to 25% Sitewide
7	September 2022	No Archive Available
8	October 2022	No Archive Available
9	November 26, 2022	Black Friday Deals, 30% Off Sitewide, 40% Off Sheet Sets, 35% Off Bundles
10	December 23, 2022	Holiday Sale, Up to 30% Off Sitewide
11	January 3, 2023	New Year's Sale, Up to 30% Off Sitewide
12	February 22, 2023	President's Day Extended Sale, Up to 25% Off Sitewide
13	March 2023	No Archive Available
14	April 2023	No Archive Available
15	May 2, 2023	Mother's Day Sale, Up to 30% Off Sitewide
16	June 7, 2023	Summer Sale, 20-25% Off Sitewide
17	July 5, 2023	July 4 th Sale, 20-25% Off Sitewide
18	August 19, 2023	Semi-Annual Sale, 20-25% Off Sitewide
19	September 7, 2023	Labor Day Extended Sale, 20-25% Off Sitewide
20	October 20, 2023	Cozy Earth Anniversary, 20-25% Off Sitewide
21	November 10, 2023	Black Friday, 30-35% Off Sitewide
22	December 30, 2023	Holiday Sale, 20-25% Off Sitewide
23	January 4, 2024	New Year's Sale, 20-25% Off Sitewide
24	February 4, 2024	Valentine's Sale, 20-25% Off Sitewide
25	March 6, 2024	Semi-Annual Sale, 20-25% Off Sitewide
26	April 24, 2024	Mother's Day Sale, Up to 30% Off
27	May 20, 2024	We Made Too Much Sale, Up to 55% Off
28	June 25, 2024	Summer Warehouse Sale, Up to 55% Off
29	July 25, 2024	Summer Sale, Up to 25% Off
30	August 30, 2024	Labor Day Sale, Up to 25% Off
31	September 29, 2024	Fall Sale, Up to 25% Off
32	October 15, 2024	Cozy Earth Anniversary Sale, Up to 25% Off
33	November 23, 2024	Weekend Deal, 35% Off All Bedding
34	December 17, 2024	Black Friday is Back, Up to 35% Off Sitewide, 40% Off All Bedding
35	January 16, 2025	Valentine's Sale, Up to 25% Off
36	February 7, 2025	Valentine's Sale, Up to 25% Off
37	March 25, 2025	Spring Sale, Up to 25% Off
38	April 7, 2025	Spring Sale, Up to 25% Off
39	May 3, 2025	Mother's Day Sale, Up to 30% Off

Date of Website Capture	Sale
June 4, 2025	Save Up to 20%

28.

Reasonable consumers do not realize the fake nature of the sale. It 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—especially when Defendant changes the names of its sales despite offering the same or a similar discount. 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.

29.

In addition, Defendant’s website lists fake regular prices (that is, prices reflecting the list price or value of an item) and fake discounts.


30.

For example, on March 31, 2025, Defendant advertised a “SPRING SALE” for “UP TO 25% OFF.” As part of this discount, Defendant listed purported regular prices in strikethrough font. So for its discounted Bamboo Coverlet, Defendant represented that it had a regular list price of \$110 and a discount price of \$88 after a 20% discount was applied:

1 SHOPPING CART (1) ×

2 Purchase 3+ items to Save 25%


3

4  **Bamboo Coverlet**
 Color: Charcoal ~~\$110~~ \$88
 Size: Baby 20% OFF SITEWIDE | SPRING SALE

5


6 - 1 + [Remove](#)


7


8  **PACKAGE PROTECTION**
 Theft / Loss / Damage \$2.77


9

10 **BECOME A COZY EARTH MEMBER**

11  **20% back on all orders**
 \$20.40 saved today

12  **Sign up gift: Free Jogger Pant**
 \$169 value

13  **\$75 welcome credit**
 Immediately deposited into your account

14  **50% off New Arrivals**
 Members Exclusive Only

15

16 You Save \$22

17 Subtotal: \$112.77 \$90.77

18 **CONTINUE TO CHECKOUT**

19 Free Shipping on Orders Over \$50

Captured March 31, 2025

31.

21 But the truth is, the Bamboo Coverlet’s listed regular price of \$110.00 is not its regular
 22 price. Instead, the purported regular price is much lower, because Defendant always offers steep
 23 sitewide discounts on all of its Products. As a result, Defendant’s customers did not receive a
 24 true 20% discount, or \$22.00 off. They received a much lower discount, or no discount at all.

1 32.

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

8 33.

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

19 34.

20 Reasonable consumers also reasonably believe that the list prices Defendant advertises
21 represent the true market value of the Products, and are the prevailing prices for those Products;
22 and that they are receiving reductions from those listed regular prices in the amounts advertised.
23 In truth, however, Defendant always offers discounts off the purported regular prices it
24 advertises. As a result, everything about Defendant's price and purported discount advertising is

1 false. The list prices Defendant advertises are not actually Defendant’s regular or former prices,
2 or the prevailing prices for the Products Defendant sells. And, the list prices do not represent the
3 true market value for the Products, because Defendant’s Products are always available for less
4 than that on Defendant’s website, and customers did not have to formerly pay that amount to get
5 those items. The purported discounts Defendant advertises are not the true discount the customer
6 is receiving, and are often not a discount at all. Nor are the purported discounts limited-time—
7 quite the opposite, they are always available.

8 35.

9 Cozy Earth is a direct-to-consumer company that primarily sells via its own website.
10 Cozy Earth also currently sells through a few other retail channels, such as its three retail stores,
11 Amazon, and Macy’s. But the vast majority of its sales over the past four years have been
12 through Cozy Earth’s website. As Cozy Earth’s CFO explained in a September 2024 interview,
13 Cozy Earth is “so website dependent” (i.e., most sales comes from its website) and it is “getting
14 into retail for the first time.”³ As of November 2024, an industry article noted that “Cozy Earth
15 started selling online in 2017 and it does not have physical stores. It generates more than \$50
16 million in annual sales.”⁴ As a result, the true regular prices for its Products are driven by its
17 direct-to-consumer website sales.

18 36.

19 In addition, economic forces cause prices charged by third-party retailers to converge on
20 Defendant’s price (and not remain at a substantially higher price), especially since the Products
21 are sold in an e-commerce market and Defendant, the manufacturer, sells the Products directly to
22 consumers through its publicly available and heavily advertised website.

23 ³ <https://www.youtube.com/watch?v=x170JnMg7hA> (13:14)

24 ⁴ [https://chiefmarketer.com/how-cozy-earth-wins-oprahs-approval-year-after-year/#:~:text=A%20shopper%20may%20have%20a,\\$50%20million%20in%20annual%20sales.](https://chiefmarketer.com/how-cozy-earth-wins-oprahs-approval-year-after-year/#:~:text=A%20shopper%20may%20have%20a,$50%20million%20in%20annual%20sales.)

1 37.

2 Plus, Cozy Earth also discounts in its stores. According to one recent Yelp review of a
3 store, “If you get a certain amount of items, everything is 30% off.”⁵

4 **Defendant’s advertisements are unfair, deceptive, and unlawful.**

5 38.

6 Oregon’s Unlawful Trade Practices Act (UTPA) expressly prohibits businesses from
7 making “false or misleading representations of fact concerning the reasons for, existence of, or
8 amounts of price reductions,” O.R.S. § 646.608(1)(j); “false or misleading representations of fact
9 concerning the offering price of, or the person’s cost for real estate, goods or services,” O.R.S.
10 § 646.608(1)(s); representing that goods have “characteristics” that they do not have, O.R.S.
11 § 646.608(1)(e); advertising “goods ... with intent not to provide the real estate, goods or
12 services as advertised,” O.R.S. § 646.608(1)(i); and making “any false or misleading statement
13 about a ... promotion,” O.R.S. § 646.608(1)(p).

14 39.

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

17 40.

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

21 41.

22 Moreover, California’s False Advertising Law specifically provides that “[n]o price shall
23 be advertised as a former price ... unless the alleged former price was the prevailing market price

24 _____
⁵ <https://www.yelp.com/biz/cozy-earth-newport-beach>

1 ... within three months next immediately preceding” the advertising. Cal. Bus. & Prof. Code §
2 17501.

3 42.

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

8 43.

9 The Federal Trade Commission’s regulations prohibit false or misleading “former price
10 comparisons,” for example, making up “an artificial, inflated price ... for the purpose of enabling
11 the subsequent offer of a large reduction” off that price. 16 C.F.R. § 233.1. They also prohibit
12 false or misleading “retail price comparisons” and “comparable value comparisons,” for
13 example, ones that falsely suggest that the seller is “offer[ing] goods at prices lower than those
14 being charged by others for the same merchandise” when this is not the case. 16 C.F.R. § 233.2.

15 44.

16 Here, as described in detail above, Defendant made untrue and misleading statements
17 about its prices. Defendant advertises regular prices that are not its true regular prices, or its
18 former prices, and were not the prevailing market prices in the three months immediately
19 preceding the advertisement.

20 45.

21 In addition, Defendant advertised goods or services with the intent not to sell them as
22 advertised, for example, by advertising goods having certain former prices and/or market values
23 without the intent to sell goods having those former prices and/or market values. Defendant
24 made false or misleading statements of fact concerning the reasons for, existence of, and

1 amounts of price reductions, including the existence of steep discounts, and the amounts of price
2 reductions resulting from those discounts. And Defendant engaged in unlawful, unfair, and
3 deceptive business practices.

4 46.

5 The UTPA also prohibits sellers from using misleading price comparisons to advertise
6 their products. O.R.S. § 646.608(1)(ee) (citing O.R.S. §§ 646.883 and 646.885). Specifically, it
7 is illegal for a seller to include a price comparison in an advertisement unless “[t]he seller clearly
8 and conspicuously identifies in the advertisement the origin of the price that the seller is
9 comparing to the seller’s current price.” O.R.S. § 646.883(1). Use of the term “sale” is deemed to
10 identify “the origin of the price that the seller is comparing to the seller’s current price as the
11 seller’s own former price, or in the case of introductory advertisements, the seller’s future price.”
12 O.R.S. § 646.885(1). And, unless otherwise stated, use of the terms “discount,” “_____ percent
13 discount,” “\$_____ discount,” “_____ percent off,” and “\$_____ off” are “considered to identify
14 the origin of the price that the seller is comparing to the seller’s current price as the seller’s
15 former price, or in the case of introductory advertisements, the seller’s future price.” O.R.S. §
16 646.885(2).

17 47.

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

19 48.

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

1 49.

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

7 **Defendant’s advertisements harm consumers.**

8 50.

9 Based on Defendant’s advertisements, reasonable consumers would expect that the listed
10 prices Defendant advertises are the regular Prices at which Defendant usually sells its Products
11 and that these are former prices that Defendant sold its Products at before the time-limited
12 discount was introduced.

13 51.

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

17 52.

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

21 53.

22 Consumers that are presented with discounts are substantially more likely to make the
23 purchase. “Nearly two-thirds of consumers surveyed admitted that a promotion or a coupon often
24

1 closes the deal, if they are wavering or are undecided on making a purchase.”⁶ And, “two-thirds
2 of consumers have made a purchase they weren’t originally planning to make solely based on
3 finding a coupon or discount,” while “80% [of consumers] said they feel encouraged to make a
4 first-time purchase with a brand that is new to them if they found an offer or discount.”⁷

5 54.

6 Similarly, when consumers believe that an offer is expiring soon, the sense of urgency
7 makes them more likely to buy a product.⁸

8 55.

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

21 ⁶ <https://www.invespro.com/blog/how-discounts-affect-online-consumer-buying-behavior/>.

22 ⁷ RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases Online, Especially Among Millennial Buyers (prnewswire.com).

23 ⁸ <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 | Adestra (uplandsoftware.com) (400% higher conversation rate for ad with countdown timer).

1 59.

2 In the email order confirmation that Defendant sent to Ms. Persson after she made her
3 purchase, Defendant represented that Ms. Persson was receiving a discount of \$162.25 and
4 would pay \$286.75 plus tax for the sheet set.

5 60.

6 On or around May 8, 2023, Ms. Persson purchased Premium Plush Bath Towels from
7 Defendant's website, cozyearth.com. She made this purchase while living in Irvine, California.
8 At the time she made her purchase, Defendant's website was offering a supposed Mother's Day
9 Sale offering 25% off Defendant's list prices for purchases made during the supposed promotion.
10 The website represented that the towels had a regular price of \$270 plus tax but were on sale for
11 a discounted price of \$202.50 plus tax. And, the website represented that Ms. Persson would
12 receive a discount of \$67.50 on the towels if she purchased during the sale.

13 61.

14 In the email order confirmation that Defendant sent to Ms. Persson after she made her
15 purchase, Defendant represented that Ms. Persson was receiving a \$67.50 discount and would
16 pay \$202.50 plus tax for the towels.

17 62.

18 On or around May 9, 2023, Ms. Persson purchased a pajama set, a pair of shorts, and a
19 lounge tee from Defendant's website, cozyearth.com. She made this purchase while living in
20 Irvine, California. At the time she made her purchase, Defendant's website was offering a
21 supposed sale offering discounts off Defendant's list prices for purchases made during the
22 supposed promotion. The website represented that these Products would regularly cost \$345 plus
23 tax, but that Ms. Persson would receive a discount of \$160 if she purchased these Products
24 during the sale.

1 63.

2 In the email order confirmation that Defendant sent to Ms. Persson after she made her
3 purchase, Defendant represented that Ms. Persson was receiving a \$160 discount and would pay
4 \$185 plus tax for pajama set, shorts, and tee.

5 64.

6 ***Plaintiff Johnathan Acevedo***

7 On or around December 14, 2022, Mr. Acevedo purchased a short sleeve pajama set and
8 a long sleeve pajama set from Defendant's website, cozyearth.com. He made this purchase while
9 living in Chico, California. At the time he made his purchase, Defendant's website was offering
10 a supposed sale offering 25% off Defendant's list prices for purchases made during the supposed
11 promotion. The website represented that the short sleeve pajama set had a regular price of \$165
12 plus tax but was on sale for a discounted price of \$123.75 plus tax; and the long-sleeve pajama
13 set had a regular price of \$185 plus tax but was on sale for \$138.75 plus tax. And, the website
14 represented that Mr. Acevedo would receive a discount of \$106 on the Products if he purchased
15 during the sale.

16 65.

17 In the email order confirmation that Defendant sent to Mr. Acevedo after he made his
18 purchase, Defendant represented that Mr. Acevedo was receiving a discount off the regular price
19 for each Product he purchased.

20 66.

21 On or around November 25, 2023, Mr. Acevedo purchased a sheet set from Defendant's
22 website, cozyearth.com. He made this purchase while living in Chico, California. At the time he
23 made his purchase, Defendant's website was offering a supposed sale off Defendant's list prices
24 for purchases made during the supposed promotion. The website represented that the sheets had

1 a regular price of \$449 plus tax but were on sale for a discounted price of \$219.40 plus tax. And,
2 the website represented that Mr. Acevedo would receive a discount of \$229.60 on the Products if
3 he purchased during the sale.

4 67.

5 In the email order confirmation that Defendant sent to Mr. Acevedo after he made his
6 purchase, Defendant represented that Mr. Acevedo was receiving a \$229.60 discount off the
7 regular price for the sheets and he would pay \$219.40 plus tax for the Product.

8 68.

9 On or around November 27, 2023, Mr. Acevedo purchased a kimono robe from
10 Defendant's website, cozyearth.com. He made this purchase while living in Chico, California. At
11 the time he made his purchase, Defendant's website was offering a supposed sale off
12 Defendant's list prices for purchases made during the supposed promotion. The website
13 represented that the robe had a regular price of \$140 plus tax but was on sale for a discounted
14 price of \$42 plus tax. And, the website represented that Mr. Acevedo would receive a discount of
15 \$98 on the Product if he purchased during the sale.

16 69.

17 In the email order confirmation that Defendant sent to Mr. Acevedo after he made his
18 purchase, Defendant represented that Mr. Acevedo was receiving a \$98 discount off the regular
19 price for the robe and he would pay \$42 plus tax for the Product.

20 70.

21 All Plaintiffs read and relied on Defendant's representations on the website, specifically
22 that the Products were being offered at a discount for a limited time and had the regular prices
23 listed above. Based on Defendant's representations described and shown above, Plaintiffs
24 reasonably understood that Defendant regularly (and before the promotion Defendant was

1 advertising) sold the Products they were purchasing at the published regular prices, that these
2 regular prices were the market value of the Products that they were buying, that they were
3 receiving the advertised discounts as compared to the regular prices, and that advertised
4 discounts were only available for a limited time (during the limited time promotion). They would
5 not have made the purchases if they had known that the Products were not discounted as
6 advertised, and that they were not receiving the advertised discounts.

7 71.

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

13 72.

14 Plaintiffs and other reasonable consumers are not fake sale detectives. Reasonable
15 consumers are not monitoring Defendant's website every day for months or years. And even a
16 consumer who occasionally checks the website would reasonably believe that there happened to
17 be another legitimate sale. As illustrated above, discovery of Defendant's deception required
18 extensive mining of internet archives.

19 73.

20 Cozy Earth's customers face an imminent threat of future harm. For example, Mr.
21 Acevedo would consider purchasing Products from Defendant again in the future if he could feel
22 sure that Defendant's regular prices accurately reflected Defendant's former prices and the
23 market value of the Products, and that its discounts were truthful. But without an injunction,
24 Plaintiffs and other members of the putative Class have no realistic way to know which—if

1 any—of Defendant’s regular prices, discounts, and sales are not false or deceptive. For example,
2 while Plaintiffs or another customer could watch Defendant’s website for a sale on the day that it
3 is supposed to end to see if the sale is permanent, doing so could result in them missing out on
4 the sale (e.g., if the sale is actually limited in time, and not permanent). Accordingly, Plaintiffs
5 are unable to rely on Defendant’s advertising in the future, and so cannot purchase Products they
6 may otherwise like to purchase.

7 **Defendant breached its contract with and warranties to Plaintiffs and the putative Class.**

8 74.

9 When Plaintiffs and other members of the putative Class purchased and paid for the Cozy
10 Earth Products that they bought as described above, they accepted offers that Defendant made,
11 and thus, a contract was formed each time that they made purchases. Each offer was to provide
12 Products having a particular listed regular price and market value, and to provide those Products
13 at the discounted price advertised on the website.

14 75.

15 Defendant’s website and email confirmations list the market value of the items that
16 Defendant promised to provide (which, for Plaintiffs, are shown above). Defendant agreed to
17 provide a discount equal to the difference between the regular prices, and the prices paid by
18 Plaintiffs and putative Class Members (also shown above for Plaintiffs). For example, Defendant
19 offered to provide Ms. Persson (among other things) the sheet set with a market value of \$449,
20 and to provide a discount of \$162.25. Defendant also warranted that the regular price and market
21 value of the Product Ms. Persson purchased was the advertised list price and warranted that Ms.
22 Persson was receiving a specific discount on the Product.

1 76.

2 The regular prices and market values of the items Plaintiffs and the putative Class
3 Members would receive, and the amount of the discounts that they would be provided off the
4 regular prices of the items, were specific and material terms of the contracts. They were also
5 affirmations of fact about the Products and a promise relating to the goods.

6 77.

7 Plaintiffs and other members of the putative Class performed their obligations under the
8 contracts by paying for the items they purchased.

9 78.

10 Defendant breached its contract by failing to provide Plaintiffs and other members of the
11 putative Class with Products that have a regular price and market value equal to the regular price
12 displayed on its website, and by failing to provide the discounts it promised, in the amounts it
13 promised. Defendant also breached warranties for the same reasons.

14 **No adequate remedy at law.**

15 79.

16 Plaintiffs seek damages and, in the alternative, restitution. Plaintiffs are permitted to seek
17 equitable remedies in the alternative because they have no adequate remedy at law.

18 80.

19 A legal remedy is not adequate if it is not as certain as an equitable remedy. The elements
20 of Plaintiffs' equitable claims are different and do not require the same showings as Plaintiffs'
21 legal claims. For example, to prevail under the UTPA, Plaintiffs must show that Defendant
22 engages in the conduct of "trade" and "commerce" under the UTPA. In addition, Plaintiffs' FAL
23 claim under section 17501 (an equitable claim) is predicated on a specific statutory provision,
24 which prohibits advertising merchandise using a former price if that price was not the prevailing

1 market price within the past three months. Cal. Bus. & Prof. Code § 17501. Plaintiffs may be
2 able to prove these more straightforward factual elements, and thus prevail under the FAL, while
3 not being able to prove one or more elements of their legal claims.

4 81.

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

10 82.

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

14 83.

15 Finally, legal damages are inadequate to remedy the imminent threat of future harm that
16 Cozy Earth customers face. Only an injunction can remedy this threat of future harm. For
17 example, Mr. Acevedo would purchase or consider purchasing Products from Defendant again in
18 the future if he could feel sure that Defendant's regular prices accurately reflected Defendant's
19 former prices and the market value of the Products, and that its discounts were truthful. But
20 without an injunction, Plaintiffs and members of the putative Class have no realistic way to know
21 which—if any—of Defendant's regular prices, discounts, and sales are not false or deceptive.
22 Thus, they are unable to rely on Defendant's advertising in the future, and so cannot purchase
23 Products they would like to purchase.

1 **Class Action Allegations.**

2 84.

3 Plaintiffs bring the asserted claims on behalf of the proposed Class of: all persons who,
4 while in the states of Oregon and California, purchased one or more Cozy Earth Products at a
5 purported discount on Defendant’s website.

6 85.

7 The following people are excluded from the proposed Class: (1) any Judge or Magistrate
8 Judge presiding over this action and the members of their family; (2) Defendant, Defendant’s
9 subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its
10 parents have a controlling interest and their current employees, officers and directors; (3) persons
11 who properly execute and file a timely request for exclusion from the Class; (4) persons whose
12 claims in this matter have been finally adjudicated on the merits or otherwise released; (5)
13 Plaintiffs’ counsel and Defendant’s counsel, and their experts and consultants; and (6) the legal
14 representatives, successors, and assigns of any such excluded persons.

15 ***Numerosity***

16 86.

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

19 87.

20 Class Members can be identified through Defendant’s sales records and public notice.

21 ***Commonality***

22 88.

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

- 1 (1) whether Defendant made false or misleading statements of fact in its advertisements;
- 2 (2) whether Defendant violated consumer protection statutes;
- 3 (3) whether Defendant committed a breach of contract;
- 4 (4) whether Defendant committed a breach of an express warranty; and
- 5 (5) damages needed to reasonably compensate Plaintiffs and the proposed Class.

6 ***Typicality & Adequacy***

7 89.

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

11 ***Notice of Action for Damages***

12 90.

13 On October 22, 2025, Plaintiff Shirin Chahal gave notice to Defendant, under ORCP 32
14 H, of her intent to seek damages by mailing a notice letter via Certified Mail (return receipt
15 requested) and FedEx Standard Overnight to Defendant's headquarters. Plaintiffs Andrea
16 Presson and Johnathan Acevedo gave notice to Defendant of their intent to seek damages in June
17 2025.

18 ***Superiority***

19 91.

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

1 **Claims.**

2 **First Cause of Action:**

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

4 **(By Plaintiff Shirin Chahal and the Class)**

5 92.

6 Plaintiff Shirin Chahal incorporates each and every factual allegation set forth above.

7 93.

8 Plaintiff Shirin Chahal brings this cause of action on behalf of herself and members of the
9 Class.

10 94.

11 Defendant has violated the Oregon Unlawful Trade Practices Act (UTPA). O.R.S. §§
12 646.605, *et seq.*

13 95.

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

- 17 • “Represents that ... goods ... have ... characteristics ... that the ... goods ... do
18 not have,” O.R.S. § 646.608(1)(e);
- 19 • “Advertises ... goods ... with intent not to provide the real estate, goods or
20 services as advertised,” O.R.S. § 646.608(1)(i);
- 21 • “Makes false or misleading representations of fact concerning the reasons for,
22 existence of, or amounts of price reductions,” O.R.S. § 646.608(1)(j);
- 23 • “Makes any false or misleading statement about a ... promotion used to publicize
24 a product,” O.R.S. § 646.608(1)(p); and

1 § 646.608(1)(j). Defendant does this by advertising fake sales, fake list prices, and fake limited
2 time sales. By advertising regular list prices and supposedly time-limited discounts, Defendant's
3 website creates an illusion that consumers are receiving a limited-time discount if they buy now.
4 In truth, however, Defendant's Products are routinely on sale, and these sales persist indefinitely.
5 As a result, Defendant's listed prices are not Defendant's true prices, or former prices, or the
6 prevailing market prices for Defendant's Products. Nor are its purported price reductions true
7 price reductions. Because Defendant routinely offers sitewide discounts, as well as discounts on
8 certain items, it does not ordinarily or typically sell its Products at the purported regular prices.

9 100.

10 As alleged in greater detail above, Defendant also makes "false or misleading
11 representations of fact concerning the offering price of, or the person's cost for real estate, goods
12 or services." O.R.S. § 646.608(1)(s). As described above, Defendant's website purports to
13 advertise its Products with regular list prices, and discounted "sale" prices. But Defendant's
14 listed prices are not Defendant's true prices, former prices, or prevailing market prices for those
15 Products. In addition, the purported price reductions are not true price reductions.

16 101.

17 As alleged in greater detail above, Defendant also "advertises ... goods ... with intent not
18 to provide the ... goods ... as advertised," O.R.S. § 646.608(1)(i). Defendant advertises Products
19 at a sale price, or discount, as compared to a regular list price. But the purported discounts that
20 Defendant advertises are not the true discounts that the customer receives. In many cases, the
21 customer receives no discount at all.

1 102.

2 As alleged in greater detail above, Defendant also represents that its goods have
3 characteristics that they do not have. O.R.S. § 646.608(1)(e). Defendant represents that the value
4 of its Products is greater than it actually is by advertising fake discounts for the Products.

5 103.

6 As alleged in greater detail above, Defendant makes false and misleading statements
7 about the promotions used to publicize its Products. O.R.S. § 646.608(1)(p). As described above,
8 Defendant advertises Products at a sale price, or discount, as compared to the regular prices. But
9 the purported discounts that Defendant advertises are not the true discounts that the customer
10 receives. In many cases, the customer receives no discount at all. In addition, as described above,
11 Defendant advertises limited-time discounts that are not in fact limited in time.

12 104.

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

1 105.

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

7 106.

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

13 107.

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

17 108.

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

21 109.

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

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110.

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.

111.

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

112.

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.

113.

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.

114.

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.

115.

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.

1 116.

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

5 117.

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

8 118.

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

12 119.

13 The unlawful acts and omissions described here are, and continue to be, part of a pattern
14 or generalized course of conduct. Defendant's conduct is ongoing and is likely to continue and
15 recur absent a permanent injunction. Accordingly, Plaintiff Shirin Chahal seeks an order
16 enjoining Defendant from committing such unlawful practices. O.R.S. § 646.638(1); O.R.S. §
17 646.638(8)(c); O.R.S. § 646.636.

18 120.

19 The balance of the equities favors the entry of permanent injunctive relief against
20 Defendant. Class Members, and the general public will be irreparably harmed absent the entry of
21 permanent injunctive relief against Defendant. Class Members, and the general public lack an
22 adequate remedy at law. A permanent injunction against Defendant is in the public's interest.
23 Defendant's unlawful behavior is ongoing as of the date of the filing of this Complaint. If not
24 enjoined by order of this Court, Defendant will or may continue to injure Oregon consumers

1 through the misconduct alleged. Absent the entry of a permanent injunction, Defendant's
2 unlawful behavior will not cease and, in the unlikely event that it voluntarily ceases, it is capable
3 of repetition and is likely to reoccur.

4 121.

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

7 122.

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

10 123.

11 Class Members, including Plaintiff Chahal, did not know, and could not have known, that
12 these reference (list) prices and discount representations were false.

13 124.

14 Absent class members of the Class are still not aware, at the time of the filing of this
15 Complaint, of Defendant's false discount advertising scheme. By Defendant's design, the false
16 advertising scheme by its very nature is hidden and difficult for the typical consumer to discover.
17 Consumers who shop on Defendant's website do not know the true historical prices or sales
18 histories of the Products that they have viewed and purchased. They do not know that the
19 discounts offered are false, or that the false discounting practices extend to all of Defendant's
20 Products. Class Members have not discovered, and could not have reasonably discovered,
21 Defendant's fake discounting scheme.

1 125.

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

4 **Second Cause of Action:**

5 **Violation of California’s False Advertising Law, Bus. & Prof. Code §§ 17500 *et. seq.***

6 **(By California Plaintiffs and the Class)**

7 126.

8 Plaintiffs Andrea Persson and Johnathan Acevedo (“California Plaintiffs”) incorporate
9 each and every factual allegation set forth above.

10 127.

11 California Plaintiffs bring this cause of action on behalf of themselves and members of
12 the Class.

13 128.

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

16 129.

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

20 130.

21 As alleged more fully above, Defendant advertises former prices on its website along
22 with discounts. Defendant does this, for example, by crossing out a higher price (e.g., ~~\$100.00~~)
23 and displaying it next to a lower, discounted price. Reasonable consumers would understand
24 prices advertised in strikethrough font from which time-limited discounts are calculated to

1 denote “former” prices, i.e., the prices that Defendant charged before the time-limited discount
2 went into effect.

3 131.

4 The prices advertised by Defendant are not Defendant’s regular prices. In fact, those
5 prices are never Defendant’s regular prices (i.e., the price you usually have to pay to get the
6 Product in question), because there is always a heavily advertised promotion ongoing entitling
7 consumers to a discount. Moreover, for the same reasons, those prices were not the former prices
8 of the Products. Accordingly, Defendant’s statements about the former prices of its Products, and
9 its statements about its discounts from those former prices, were untrue and misleading. In
10 addition, Defendant’s statements that its discounts are “limited time” and only “valid” for a
11 certain time period are false and misleading too.

12 132.

13 In addition, Defendant has violated, and continues to violate, section 17501 of the
14 Business and Professions Code by advertising former prices that were not the prevailing market
15 price within three months next immediately preceding the advertising. As explained above,
16 Defendant’s advertised regular prices, which reasonable consumers would understand to denote
17 former prices, were not the prevailing market prices for the Products within three months
18 preceding publication of the advertisement because Defendant’s Products are always discounted
19 off of any purported regular price. And Defendant’s former price advertisements do not state
20 clearly, exactly, and conspicuously when, if ever, the former prices prevailed. Defendant’s
21 advertisements do not indicate whether or when the purported former prices were offered at all.

22 133.

23 Defendant’s misrepresentations were intended to induce reliance, and California
24 Plaintiffs saw, read, and reasonably relied on the statements when purchasing Cozy Earth

1 Products. Defendant's misrepresentations were a substantial factor in California Plaintiffs'
2 purchase decisions.

3 134.

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

7 135.

8 Defendant's misrepresentations were a substantial factor and proximate cause in causing
9 damages and losses to California Plaintiffs and the Class.

10 136.

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

16 137.

17 For the claims under California's False Advertising Law, California Plaintiffs seek all
18 available equitable relief, including injunctive relief, disgorgement, and restitution in the form of
19 a full refund and/or measured by the price premium charged to California Plaintiffs and the Class
20 as a result of Defendant's unlawful conduct.

1 **Third Cause of Action:**

2 **Violation of California’s Consumers Legal Remedies Act**

3 **(By California Plaintiffs and the Class)**

4 138.

5 California Plaintiffs incorporate each and every factual allegation set forth above.

6 139.

7 California Plaintiffs bring this cause of action on behalf of themselves and members of
8 the Class.

9 140.

10 California Plaintiffs and the Class are “consumers,” as the term is defined by California
11 Civil Code § 1761(d).

12 141.

13 California Plaintiffs and the Class have engaged in “transactions” with Defendant as that
14 term is defined by California Civil Code § 1761(e).

15 142.

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

20 143.

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

1 144.

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

4 145.

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

9 146.

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

13 147.

14 And Defendant violated, and continues to violate section 1770(a)(13) by making false or
15 misleading statements of fact concerning reasons for, existence of, or amounts of, price
16 reductions on its website, including by (1) misrepresenting the regular price of Products on its
17 website, (2) advertising discounts and savings that are exaggerated or nonexistent, (3)
18 misrepresenting that the discounts and savings are unusually large, when in fact they are
19 regularly available, and (4) misrepresenting the reason for the sale (e.g., “Labor Day Sale,” when
20 in fact the sale is ongoing and not limited to Labor Day).

21 148.

22 Defendant’s representations were likely to deceive, and did deceive, California Plaintiffs
23 and reasonable consumers. Defendant knew, or should have known through the exercise of
24 reasonable care, that these statements were inaccurate and misleading.

1 149.

2 Defendant's misrepresentations were intended to induce reliance, and California
3 Plaintiffs and Class Members saw, read, and reasonably relied on them when purchasing Cozy
4 Earth Products. Defendant's misrepresentations were a substantial factor in California Plaintiffs
5 and Class Members' purchase decisions.

6 150.

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

10 151.

11 Defendant's misrepresentations were a substantial factor and proximate cause in causing
12 damages and losses to California Plaintiffs and the Class.

13 152.

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

20 153.

21 Accordingly, pursuant to California Civil Code § 1780(a), California Plaintiffs, on behalf
22 of themselves and all other members of the Class, seek injunctive relief.

1 154.

2 CLRA § 1782 NOTICE. On June 3, 2025, a CLRA demand letter was sent to
3 Defendant's Utah headquarters and to Defendant's California registered agent via certified mail
4 (return receipt requested) on behalf of Ms. Persson, that provided notice of Defendant's
5 violations of the CLRA and demanded that Defendant correct the unlawful, unfair, false and/or
6 deceptive practices alleged here. Defendant received them by July 11, 2025 (registered agent)
7 and July 14, 2025 (Utah headquarters). Defendant does not have a California headquarters. Now,
8 more than 30 days have passed since Defendant received notice of its CLRA violations and
9 Defendant has not corrected the problem for Ms. Persson and for each member of the Class.
10 Accordingly, Ms. Persson seeks (1) all monetary relief available under the CLRA, including
11 expectation damages, punitive damages, and/or damages measured by the price premium
12 charged to California Plaintiffs and the Class as a result of Defendant's unlawful conduct, and
13 (2) all equitable relief under the CLRA including disgorgement, restitution in the form of a full
14 refund and/or measured by the price premium charged to California Plaintiffs and the Class as a
15 result of Defendant's unlawful conduct and an injunction. Ms. Persson also seeks reasonable
16 attorneys' fees under the CLRA.

17 155.

18 CLRA § 1782 NOTICE. On June 9, 2025, a CLRA demand letter was sent to
19 Defendant's Utah headquarters and to Defendant's California registered agent via certified mail
20 (return receipt requested) on behalf of Mr. Acevedo, that provided notice of Defendant's
21 violations of the CLRA and demanded that Defendant correct the unlawful, unfair, false and/or
22 deceptive practices alleged here. Defendant received them by June 12, 2025 (registered agent)
23 and June 23, 2025 (Utah headquarters). Defendant does not have a California headquarters. Now,
24 more than 30 days have passed since Defendant received notice of its CLRA violations and

1 Defendant has not corrected the problem for Mr. Acevedo and for each member of the Class.
2 Accordingly, Mr. Acevedo seeks (1) all monetary relief available under the CLRA, including
3 expectation damages, punitive damages, and/or damages measured by the price premium
4 charged to California Plaintiffs and the Class as a result of Defendant's unlawful conduct, and
5 (2) all equitable relief under the CLRA including disgorgement, restitution in the form of a full
6 refund and/or measured by the price premium charged to California Plaintiffs and the Class as a
7 result of Defendant's unlawful conduct and an injunction. Mr. Acevedo also seeks reasonable
8 attorneys' fees under the CLRA.

9 **Fourth Cause of Action:**

10 **Violation of California's Unfair Competition Law**

11 **(By California Plaintiffs and the Class)**

12 156.

13 California Plaintiffs incorporate each and every factual allegation set forth above.

14 157.

15 California Plaintiffs bring this cause of action on behalf of themselves and members of
16 the Class.

17 158.

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

20 ***The Unlawful Prong***

21 159.

22 Defendant engaged in unlawful conduct by violating the CLRA and FAL, as alleged
23 above and incorporated here. In addition, Defendant engaged in unlawful conduct by violating
24 the FTCA. The FTCA prohibits "unfair or deceptive acts or practices in or affecting commerce"

1 and prohibits the dissemination of false advertisements. 15 U.S.C. § 45(a)(1); 15 U.S.C. § 52(a).

2 As the FTC’s regulations make clear, Defendant’s false pricing schemes violate the FTCA. 16

3 C.F.R. § 233.1.

4 ***The Deceptive Prong***

5 160.

6 As alleged in detail above, Defendant’s representations that its Products were on sale,
7 that the sale was limited in time, that the Products had a specific regular price, and that the
8 customers were receiving discounts were false and misleading.

9 161.

10 Defendant’s representations were misleading to California Plaintiffs and other reasonable
11 consumers.

12 162.

13 California Plaintiffs relied upon Defendant’s misleading representations and omissions,
14 as detailed above.

15 ***The Unfair Prong***

16 163.

17 As alleged in detail above, Defendant committed “unfair” acts by falsely advertising that
18 its Products were on sale, that the sale was limited in time, that the Products had a specific
19 regular price, and that the customers were receiving discounts.

20 164.

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

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165.

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

166.

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

167.

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

* * *

168.

For all prongs, Defendant’s representations were intended to induce reliance, and California Plaintiffs saw, read, and reasonably relied on them when purchasing Cozy Earth Products. Defendant’s representations were a substantial factor in California Plaintiffs’ purchase decisions.

169.

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 Cozy Earth Products.

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170.

Defendant’s representations were a substantial factor and proximate cause in causing damages and losses to California Plaintiffs and Class Members.

171.

California 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 the discounts and/or regular prices were not real, (b) they overpaid for the Products because the Products were sold at a price premium due to the misrepresentation, and/or (c) they did not receive the discounts they were promised, and received products with market values lower than the promised market values.

172.

For the claims under California’s Unfair Competition Law, California 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 California Plaintiffs and the Class as a result of Defendant’s unlawful conduct.

Fifth Cause of Action:
Breach of Contract
(By Plaintiffs and the Class)

173.

Plaintiffs incorporate each and every factual allegation set forth above.

174.

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

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175.

Plaintiffs and Class Members entered into contracts with Cozy Earth when they placed orders to purchase Products on Defendant’s website.

176.

The contracts provided that Plaintiffs and Class Members would pay Cozy Earth for the Products ordered.

177.

The contracts further required that Cozy Earth provide Plaintiffs and Class Members with Products that have a market value equal to the regular price displayed on the website. They also required that Cozy Earth 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 contracts.

178.

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 order.

179.

Plaintiffs and Class Members paid Cozy Earth for the Products they ordered, and satisfied all other conditions of their contracts.

180.

Cozy Earth 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 discounts. Cozy Earth did not provide the discounts that it had promised.

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181.

Plaintiffs Persson and Acevedo provided Defendant with notice of this breach of contract, by mailing a notice letter to Defendant’s Utah headquarters and to Defendant’s California registered agent on June 3, 2025 and June 9, 2025, respectively.

182.

Plaintiff Chahal provided Defendant with notice of this breach by mailing a notice letter to Defendant’s Utah headquarters on October 22, 2025.

183.

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.

184.

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

Sixth Cause of Action:
Breach of Express Warranty
(By Plaintiffs and the Class)

185.

Plaintiffs incorporate each and every factual allegation set forth above.

186.

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

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187.

Defendant, as the manufacturer, marketer, distributor, supplier, and/or seller of Cozy Earth Products, issued material, written warranties by advertising that the Products had a prevailing market value equal to the regular price displayed on Defendant’s website. This was an affirmation of fact about the Products (i.e., a representation about the market value) and a promise relating to the goods.

188.

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

189.

In fact, the Cozy Earth Products’ stated market value was not the market value. Thus, the warranty was breached.

190.

Plaintiffs Persson and Acevedo provided Defendant with notice of this breach of warranty, by mailing a notice letter to Defendant’s Utah headquarters and to Defendant’s California registered agent on June 3, 2025 and June 9, 2025, respectively.

191.

Plaintiff Chahal provided Defendant with notice of this breach by mailing a notice letter to Defendant’s Utah headquarters on October 22, 2025.

192.

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

1 Products because the Products were sold at a price premium due to the warranty, and/or (c) they
2 did not receive the Products as warranted that they were promised.

3 193.

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

7 **Seventh Cause of Action:**

8 **Unjust Enrichment**

9 **(By Plaintiffs and the Class)**

10 194.

11 Plaintiffs incorporate each and every factual allegation set forth in paragraphs 1-73 and
12 80-91 above.

13 195.

14 Plaintiffs bring this cause of action in the alternative to their Breach of Contract and
15 Breach of Warranty claims, on behalf of themselves and members of the Class.

16 196.

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

19 197.

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

21 198.

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

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199.

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

200.

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.

Eighth Cause of Action:
Negligent Misrepresentation
(By Plaintiffs and the Class)

201.

Plaintiffs incorporate each and every factual allegation set forth above.

202.

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

203.

As alleged more fully 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.

204.

These representations were false.

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205.

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.

206.

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

207.

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 Cozy Earth Products.

208.

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

209.

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.

1 210.

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

5 **Ninth Cause of Action:**

6 **Intentional Misrepresentation**

7 **(By Plaintiffs and the Class)**

8 211.

9 Plaintiffs incorporate each and every factual allegation set forth above.

10 212.

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

12 213.

13 As alleged more fully above, Defendant made false representations and material
14 omissions of fact to Plaintiffs and Class Members concerning the existence and/or nature of the
15 discounts and savings advertised on its website.

16 214.

17 These representations were false.

18 215.

19 When Defendant made these misrepresentations, it knew that they were false at the time
20 that it made them and/or acted recklessly in making the misrepresentations.

21 216.

22 Defendant intended that Plaintiffs and Class Members rely on these representations and
23 Plaintiffs and Class Members read and reasonably relied on them.

1 217.

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

5 218.

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

8 219.

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

14 220.

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

18 **Demand For Jury Trial.**

19 221.

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

21 **Relief.**

22 222.


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

- 24
- 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: February 12, 2026

Respectfully submitted,

By: 
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* *Pro Hac Vice* application forthcoming