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6  
7 *Counsel for Plaintiffs  
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8  
9 **IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

10 NOOPUR DESAI and FLORENCIA  
11 STOWERS, on behalf of themselves and all  
others similarly situated,

12 Plaintiffs,

13  
14 v.

15 American Eagle Outfitters, Inc., a Delaware  
corporation,

16 Defendant.

Case No.: 3:26-cv-06216

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

17  
18 Plaintiffs Noopur Desai and Florencia Stowers (“Plaintiffs”) bring this action, on behalf of  
19 themselves and all others similarly situated, against Defendant American Eagle Outfitters, Inc.  
20 (“Defendant”) and state:

21 **I. NATURE OF ACTION**

22 1. This case arises from Defendant’s illegal false price-discounting scheme implemented  
23 at its brick-and-mortar retail stores and e-commerce website, ae.com (“Website”). False price-  
24 discounting occurs when a seller fabricates an inflated reference price, at which it seldom, if ever,  
25 sells a product, while offering the product “on sale” at what appears to be a significantly discounted  
26 price. In reality, there is no discount or savings because the reference price significantly overstates  
27 the product’s value, as the product is almost always sold at prices below the reference price and, often,  
28 below the “sale” price. “It has long been considered a deceptive practice to state falsely that a product

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1 ordinarily sells for an inflated price but that it is being offered at a special reduced price[.]” *F.T.C. v.*  
 2 *Colgate-Palmolive Co.*, 380 U.S. 374, 387 & n.17 (1965) (collecting cases).

3 2. Prices reflect both quality and value.<sup>1</sup> Discount retailers like Defendant therefore use  
 4 inflated reference prices to manipulate the public’s perception of their merchandise, misleading  
 5 consumers into overestimating a product’s quality and value and leading them to believe they are  
 6 getting a bargain and higher-quality product when buying at a “sale” price. As a result, false price-  
 7 discounting artificially inflates demand for a product, which, in turn, artificially inflates prices.<sup>2</sup>  
 8 Specifically, “the higher reference price stated alongside the selling price shift[s] the demand function  
 9 outward, leading to higher average prices and thus higher margins.” Richard Staelin, *et al.*,  
 10 *Competition and the Regulation of Fictitious Pricing*, 87 J. Mktg., 826, 835 (2023). Consequently,  
 11 false price-discounting schemes enable retailers to sell more products and charge higher prices than  
 12 they otherwise would without the false price-comparisons.

13 3. Based on their counsel’s pre-suit investigation, Plaintiffs allege that Defendant seeks  
 14 to capitalize on these known and proven effects of false price comparisons by advertising perpetual  
 15 (or near perpetual) discounts from false reference prices to entice consumers into buying products  
 16 that they would not otherwise purchase and/or to pay more than they otherwise would, absent the  
 17 false discounts. At all relevant times, Defendant has continually engaged in false price-discounting  
 18 for its apparel and accessories sold throughout its brick-and-mortar stores and Website, including  
 19 within California. In bringing this putative Class Action Complaint, Plaintiffs seek to remedy this  
 20 deception and its attendant harm to consumers. Plaintiffs seek all applicable damages, including  
 21 actual, statutory, and punitive damages as well as equitable restitution and injunctive relief from  
 22 Defendant arising from its false price-discounting practices.

23 \_\_\_\_\_  
 24 <sup>1</sup> Dhruv Grewal & Larry D. Compeau, *Comparative Price Advertising: Informative or Deceptive?*,  
 25 11 J. Pub. Pol’y & Mktg. 52, 55 (1992) [hereinafter Grewal & Compeau, *Comparative Price*  
 26 *Advertising*] (“[P]rice is materially utilized in the formation of perceptions of the product’s value and  
 27 influences the decision to purchase the product or to continue to search for a lower price.”); Patrick J.  
 28 Kaufmann et al., *Deception in Retailer High-Low Pricing: A “Rule of Reason” Approach*, 70 J.  
 Retailing 115, 118 (1994) (“[R]eference to a retailer’s normal or regular price in retail sale price  
 advertising provides the consumer with information used to determine perceived value”).

<sup>2</sup> Grewal & Compeau, *Comparative Price Advertising*, *supra* n.1, at 55 (“By creating an impression  
 of savings, the presence of a higher reference price enhances subjects’ perceived value and  
 willingness to buy the product.”).

1 4. Through its false price-discounting scheme alleged herein, Defendant violated, and  
2 continues to violate, California consumer protection statutes and federal law. Specifically, Defendant  
3 violated and continues to violate California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200,  
4 *et seq.* (“UCL”); California’s False Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.* (“FAL”);  
5 and California’s Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.* (“CLRA”); and the  
6 Federal Trade Commission (“FTC”) Act (“FTCA”), which prohibits “unfair or deceptive acts or  
7 practices in or affecting commerce” (15 U.S.C. § 45(a)(1)) and false advertisements (15 U.S.C. § 52(a)).

8 **II. PARTIES**

9 **Plaintiffs**

10 5. Plaintiff Stowers resides in Santa Clarita, California. Plaintiff Stowers is a citizen of  
11 the State of California.

12 6. Plaintiff Desai resides in Fremont, California. Plaintiff Desai is a citizen of the State  
13 of California.

14 **Defendant**

15 7. Defendant is a Delaware corporation with its principal place of business in Pittsburgh,  
16 Pennsylvania. Defendant is a citizen of the State of Delaware.

17 8. Plaintiffs are informed and believe that Defendant owns and operates retail stores  
18 throughout the United States, including California, where it advertises, markets, distributes, and sells  
19 apparel, accessories, and related products through its brick-and-mortar stores and Website, through  
20 which it sells such products to consumers throughout the United States, including California.

21 **III. JURISDICTION AND VENUE**

22 9. This Court has original jurisdiction over the subject matter of this action pursuant to  
23 the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2). The matter in controversy, exclusive of interest  
24 and costs, exceeds the sum or value of \$5,000,000, and Plaintiffs, as well as at least some members  
25 of the proposed Class (defined below), have a different state of citizenship from Defendant.

26 10. This Court has personal jurisdiction over Defendant because Defendant conducts  
27 substantial business in California, including by operating retail stores and selling products to  
28 consumers within this District, including through its Website.

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1 11. Venue is proper under 28 U.S.C. § 1391(b) because a substantial part of the events or  
2 omissions giving rise to Plaintiffs' claims occurred in this District, and Defendant conducts business  
3 in this District.

#### 4 IV. FACTUAL ALLEGATIONS

##### 5 A. Retailers Benefit from False Reference Pricing Schemes.

6 12. For nearly 50 years, the FTC invested significant resources in deterring the use of false  
7 reference pricing, so much so that in the 1950s, as much as 30% of the FTC's cease-and-desist orders  
8 in a typical year were related to false price discounting. *See Staelin, et al., supra*, at 826. Despite these  
9 efforts, in 1970, the FTC decided to cease aggressive enforcement of its published guidelines and  
10 regulations aimed at preventing the use of false reference prices. *Id.* The reason for the FTC's shift in  
11 enforcement policies was due to the need to regulate what it believed were more egregious actions,  
12 and the FTC's belief that the practice of using false reference prices would dissipate as competition  
13 increased. Decades later, with the benefit of hindsight, economists have now concluded that the FTC's  
14 prediction was incorrect, and that its lax enforcement policies have backfired, as "fictitious pricing  
15 within the United States has . . . proliferated, is prevalent, and is pervasive. . . as many firms  
16 consistently ignor[e] fictitious pricing statutes with impunity." *Id.* (cleaned up).

17 13. This does not come without consumer harm and consequences, as retailers like  
18 Defendant benefit substantially from false discounting schemes because consumers use advertised  
19 reference prices to make purchasing decisions, particularly when the information available to  
20 consumers varies among different types of products.<sup>3</sup> Most often, as with retail apparel and  
21 accessories, consumers lack complete information about the products, and as a result, they often rely  
22 on information provided by sellers, including pricing information, to make purchase decisions.<sup>4</sup>

23  
24 <sup>3</sup> Even within a product, consumers may have imperfect information on the individual attributes.  
25 Economists describe "search goods" as those whose attributes "can be ascertained in the search  
26 process prior to purchase" (e.g., style of a shirt), "experience goods" as those whose attributes "can  
27 be discovered only after purchase as the product is used" (e.g., longevity of a shirt), and "credence  
28 goods" as those whose attributes "cannot be evaluated in normal use" (e.g., whether the shirt's cotton  
was produced using organic farming methods). Michael R. Darby & Edi Karni. *Free Competition and  
the Optimal Amount of Fraud*, 16 no. 1 J. Law & Econ. 67, 68-69 (1973).

<sup>4</sup> "Not only do consumers lack full information about the prices of goods, but their information is  
probably even poorer about the quality variation of products simply because the latter information is

1 14. Deceptively advertised reference prices are thus incorporated into consumers' decision  
 2 process. First, a product's price is an indicator of product quality;<sup>5</sup> as such, consumers view inflated  
 3 and false reference prices as a proxy for product quality. Second, reference prices appeal to  
 4 consumers' desire for bargains or deals.<sup>6</sup> Academic researchers note how consumers "sometimes  
 5 expend more time and energy to get a discount than seems reasonable given the financial gain  
 6 involved," and "often derive more satisfaction from finding a sale price than might be expected on  
 7 the basis of the amount of money they actually save."<sup>7</sup> Under this concept, coined as "transaction  
 8 utility" by Nobel Prize-winning economist Richard Thaler, consumers place value on the  
 9 psychological experience of obtaining a product at a perceived bargain.<sup>8</sup>

10 15. Academic literature further reports that "there is ample evidence that consumers use  
 11 reference prices in making brand choices"<sup>9</sup> and publications have summarized the empirical data as  
 12 follows:

13 Inflated reference prices can have multiple effects on consumers. They can increase  
 14 consumers' value perceptions (transaction value and acquisition value), reduce their  
 15 search intentions for lower prices, increase their purchase intentions, and reduce their  
 16 purchase intentions for competing products ... Inflated and/or false advertised

17 \_\_\_\_\_  
 18 more difficult to obtain". Phillip Nelson. *Information and Consumer Behavior*. 78 no. 2 J. Pol. Econ.  
 311, 311-12 (1970).

19 <sup>5</sup> Grewal & Compeau, *Comparative Price Advertising*, *supra* n.1, at 54; *see also* Richard Thaler. *Mental*  
 20 *Accounting and Consumer Choice*, 4 no. 3 Mktg. Sci. 199, 212 (1985) [hereinafter Thaler, *Mental*  
 21 *Accounting and Consumer Choice*] ("The [reference price] will be more successful as a reference price  
 the less often the good is purchased. The [reference price] is most likely to serve as a proxy for quality  
 when the consumer has trouble determining quality in other ways (such as by inspection)").

22 <sup>6</sup> Grewal & Compeau, *Comparative Price Advertising*, *supra* n.1, at 52.

23 <sup>7</sup> Peter Darke & Darren Dahl. *Fairness and Discounts: The Subjective Value of a Bargain*, 13 no. 3  
 J. of Consumer Psych. 328 (2003).

24 <sup>8</sup> *See* Staelin, *et al.*, *supra*, at 826 ("It is now well accepted that many consumers get extra utility,  
 beyond that associated with consuming a product from purchasing it on deal [] and that magnitude of  
 this utility is a function of the size of the deal.") (citation omitted).

25 <sup>9</sup> Gurusurthy Kalvanaram & Russell S. Winer. *Empirical Generalizations from Reference Price*  
 26 *Research*. 14 no. 3 Mktg. Sci. G161 (1995); *see also* Jerry B. Gotlieb & Cyndy Thomas Fitzgerald.  
 27 *An Investigation into the Effects of Advertised Reference Prices on the Price Consumers are Willing*  
 28 *to Pay for the Product*. 6 no. 1 J. of Applied Bus. Rsch. 59, 65-66 (1990) [hereinafter Gotlieb &  
 Fitzgerald, *An Investigation*] ("The results of this research provide support for the position that  
 [external] reference prices are important cues consumers use when making the decision concerning  
 how much they are willing to pay for the product.").

1 reference prices enhance consumers' internal reference price estimates and, ultimately,  
2 increase their perceptions of value and likelihood to purchase[.]<sup>10</sup>

3 16. In the academic article *Competition and the Regulation of Fictitious Pricing*, published  
4 in 2023, authors Richard Staelin, a Duke marketing professor since 1982, Joel Urbany, a Notre Dame  
5 marketing professor since 1999, and Donald Ngwe, a senior principal economist for Microsoft and  
6 former marketing professor for Harvard, built on their prior analytic work to explain the effects of  
7 false reference pricing schemes and why their use has not dissipated as previously expected by the  
8 FTC. *See Staelin, et al., supra*, at 826-27.

9 17. As Staelin and his co-authors explain, the proliferation of false price-discounting can be  
10 attributed to several factors, including the absence of FTC's enforcement of its false price-discounting  
11 regulations, the modern development of consumer search behavior and options available to consumers  
12 (e.g., smartphones, online shopping), which has amplified the ease and effectiveness of false price-  
13 discounting, and the incorrect assumption that competition would naturally push deceptive pricing out  
14 of the market by motivating sellers to provide truthful information. *See id.* at 829-834. In reality,  
15 heightened competition drove firms to differentiate through "noise" (i.e., misleading information); thus,  
16 the authors conclude that competition *spread* the practice of false price-discounting, rather than  
17 extinguish it. *See id.* at 831 ("Identical firms selling identical products make positive profits because of  
18 their obfuscation strategy, and the likelihood of obfuscation grows as competition intensifies."<sup>11</sup>)

19 18. Consequently, retailers like Defendant, who understand that consumers are susceptible  
20 to bargain hunting, have a substantial financial interest in making consumers think they are getting a  
21 bargain, even when they are not. Contrary to the illusory bargains in Defendant's advertisements,

22 <sup>10</sup> Dhruv Grewal & Larry D. Compeau, *Pricing and Public Policy: A Research Agenda and an  
23 Overview of the Special Issue*, 18 no. 1 J. Pub. Pol'y & Mktg. 3, 7 (1999).

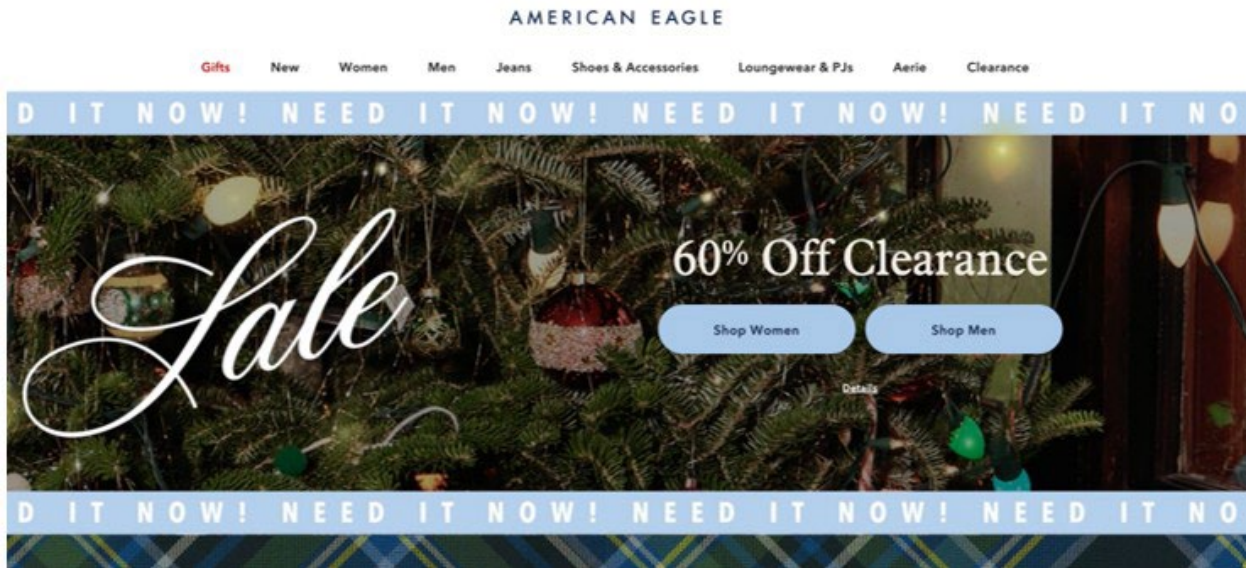
24 <sup>11</sup> The author's proposed solution to curbing false price-discounting is the disclosure of the "true  
25 normal price." The "true normal price" refers to the price at which a product is ordinarily sold (such  
26 as a historical or modal selling price), serving as a clear and standardized benchmark which  
27 consumers can use to reliably assess what a product typically sells for and, in turn, whether a discount  
28 is *bona fide*. *See id.* at 842 ("[W]e believe the most effective metric to capture normal price is a firm's  
modal offering price in the most recent, relevant business period.") (citing 16 C.F.R § 233.1). Nearly  
all retailers internally track this metric and typically refer to it as the "Average Unit Retail" (AUR).  
*See Average Unit Retail (AUR): Meaning, Importance, & Formula*, 8th & Walton (Sep. 28, 2023),  
<https://www.8thandwalton.com/blog/average-unit-retail/>. ("AUR (Average Unit Retail) is the  
average selling price of an item within a specific period."). Retailers also track and project other  
metrics that provide additional context regarding what products typically sell for, and what they  
expect to sell for in the future, such as sales and margin projections.

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1 consumers are not paying less than the true normal price, (or AUR), and therefore are not receiving any  
 2 discount. Rather, they are actually overpaying for Defendant’s product as “the higher reference price  
 3 stated alongside the selling price shift[s] the demand function outward, leading to higher average prices  
 4 and thus higher margins.” Staelin, *et al.*, *supra*, at 835. In short, “recent empirical evidence suggests  
 5 that fictitious pricing can produce significant positive returns for [retailers, but also] lead[s] to consumer  
 6 welfare loss.” *Id.* at 827.

7 **B. Defendant Engages in a False Price-Discounting Scheme.**

8 19. Defendant is a leading specialty apparel and accessories retailer headquartered in  
 9 Pittsburgh, Pennsylvania, which operates the American Eagle, Aerie, and OFFLINE brands. For  
 10 years, it has engaged in a false discount-pricing scheme that harms consumers by advertising its  
 11 merchandise using promotional language such as “sale,” “limited time,” “online only,” and “today  
 12 only,” paired with urgency-inducing tactics such as countdown timers, on its Website. Defendant  
 13 prominently displays products on its website as being “on sale” or “clearance,” showing the purported  
 14 “original” price with a strikethrough alongside the discounted price and an accompanying percentage-  
 15 off representation (*e.g.*, “40–50% OFF” or “60% off Clearance”), creating the impression of a  
 16 substantial and time-limited deal, as shown below:



20. In addition to these representations, Defendant maintains a dedicated “New to Clearance”  
 section, implying that certain items have only recently been discounted. However, several items that  
 appear within this “New to Clearance” category have been continuously discounted for months. This

1 reinforces the fictitious nature of the purported discounts and further misleads consumers into believing  
2 they are viewing newly reduced items when, in fact, the sale pricing has long been in effect.

3 21. Based on their counsel’s pre-suit investigation, Plaintiffs allege that Defendant rarely, if  
4 ever, offers or sells its merchandise at the stated reference prices. Defendant uses inflated reference prices  
5 to induce consumers into making purchases under the reasonable, but incorrect, belief that the  
6 merchandise was previously offered and sold at the reference price in substantial quantities and/or for a  
7 substantial period of time, such that the consumer is paying less than what other reasonable consumers  
8 previously paid for the same product.

9 22. An analysis of 240 products on the Website from September 2024 to July 2025 by  
10 Plaintiffs’ counsel demonstrates this practice. For the tracked items, Defendant repeatedly presented a  
11 crossed-out “regular” price next to a lower purported “sale” price, thereby representing that consumers  
12 were receiving a discount off the crossed-out price. Indeed, 22 products were on sale for more than 13  
13 consecutive weeks, with at least one product remaining discounted for more than 35 consecutive weeks.  
14 The struck-through prices therefore were not bona fide former prices, and the “discounts” were not  
15 temporary sales as advertised. These representations fall squarely into the misleading pricing practices  
16 described in 16 C.F.R. §233.1(a) and Cal. Bus. & Prof. Code §17501.

17 23. Even if Defendant previously offered its merchandise at a reference price for some brief  
18 period of time and/or at one or more locations, that limited offering would not mean Defendant complied  
19 with relevant law. To the contrary, the laws of many jurisdictions require that a reference price be the  
20 “prevailing” price over an extended time period (*e.g.*, 90 days), or they require that the reference price  
21 represent the price that was offered in good faith for a substantial period of time and/or the price at which  
22 a substantial number of sales were made in the recent past. *See, e.g.*, Cal. Bus. & Prof. Code § 17501  
23 (requiring that a reference price equal the prevailing market price in the same locality during the three  
24 months preceding an advertised discount); 16 C.F.R. § 233.1(a) (requiring that a former price comparison  
25 be the “price at which the article was offered to the public on a regular basis for a reasonably substantial  
26 period of time.); *cf. id.* (“If, on the other hand, the former price being advertised is not bona fide but  
27 fictitious—for example, where an artificial, inflated price was established for the purpose of enabling the  
28

1 subsequent offer of a large reduction—the ‘bargain’ being advertised is a false one’).<sup>12</sup> In sum,  
 2 Defendant’s false price-discounting scheme does not comply with controlling law and is intended to  
 3 increase sales while depriving consumers of the benefit of their bargain.<sup>13</sup>

4 24. Defendant knows that its reference price advertising is false, deceptive, misleading,  
 5 unconscionable, and unlawful under California and federal law, because it rarely, if ever, offers or sells  
 6 its merchandise at the reference prices. However, Defendant fraudulently concealed from, and  
 7 intentionally failed to disclose to, Plaintiffs and other members of the proposed Class the truth about its  
 8 advertised discount prices and former reference prices. Defendant concealed from consumers the true  
 9 nature and quality of the products sold in its brick-and-mortar stores and Website. Defendant  
 10 intentionally concealed and failed to disclose material facts regarding the truth about false former price  
 11 advertising in order to induce Plaintiffs and the proposed Class to purchase its merchandise.

12 25. The full extent of Defendant’s false and deceptive pricing scheme will be revealed  
 13 through a full examination of its internal sales data and transactional records, which are exclusively in  
 14 Defendant’s possession, and which will be sought in discovery.

15 **C. Defendant’s False Price-Discounting Scheme Harms All Consumers.**

16 26. A product’s reference price serves as a baseline upon which consumers perceive its  
 17 value.<sup>14</sup> Empirical studies “suggest that consumers are likely to be misled into a willingness to pay a  
 18 higher price for a product simply because the product has a higher reference price.”<sup>15</sup> Defendant’s false  
 19 reference prices mislead consumers into overvaluing its merchandise, which increases overall demand  
 20 and allows Defendant to charge a premium for its merchandise that it could not obtain in the absence of

21 \_\_\_\_\_  
 22 <sup>12</sup> See also 16 C.F.R. § 233.3(a) (“To the extent that list or suggested retail prices do not in fact  
 23 correspond to prices at which a substantial number of sales of the article in question are made, the  
 24 advertisement of a reduction may mislead the consumer.”); 16 C.F.R. § 233.3(d) (“[I]f the list price is  
 25 significantly in excess of the highest price at which substantial sales in the trade area are made, there is  
 26 a clear and serious danger of the consumer being misled by an advertised reduction from this price.”).

27 <sup>13</sup> Staelin *et al.*, *supra*, at 826 (“It is now well accepted that many consumers get extra utility, beyond  
 28 that associated with consuming a product, from purchasing it on deal [] and that the magnitude of this  
 utility is a function of the size of the deal.”).

<sup>14</sup> Thaler, *Mental Accounting and Consumer Choice*, *supra* n.5, at 212.

<sup>15</sup> Gotlieb & Fitzgerald, *An Investigation*, *supra* n.9, at 66. Moreover, “if a higher reference price  
 encourages consumers to pay a higher price for a product than the consumer was willing to pay for  
 the identical product with a lower reference price, then the practice of using high reference prices  
 would be deceptive.” *Id.* at 60.

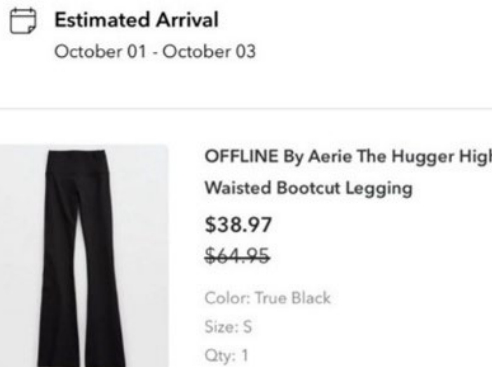
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1 the false price-discounting scheme.<sup>16</sup> *See also* Staelin, *et al.*, *supra*, at 835 (“[T]he higher reference price  
 2 stated alongside the selling price shift[s] the demand function outward, leading to higher average prices  
 3 and thus higher margins.”) Accordingly, Defendant’s false reference-pricing scheme allows it to profit  
 4 at the expense of all of its customers, because the scheme causes all Defendant’s shoppers to pay more  
 5 regardless of their individual beliefs or purchasing decision processes.

6 27. Fundamental economics concepts and principles dictate that the harm caused by  
 7 Defendant’s scheme is uniformly suffered by deceived and non-deceived shoppers alike. One such  
 8 principle is that cost and demand conditions determine the market prices paid by all consumers.<sup>17</sup> The  
 9 aggregate demand curve for a product represents consumers’ valuation of that product as a whole. As  
 10 consumers’ valuation increases, the demand curve shifts outward, leading to an increase in the market  
 11 price. Therefore, a specific individual’s willingness to pay a certain price for a product does not negate  
 12 the fact that market prices, as determined by aggregate demand, dictate what all consumers purchasing  
 13 a given product will pay. Plaintiffs and proposed Class members thus suffered a common price-premium  
 14 impact from Defendant’s misconduct.

15 **D. Defendant’s False Price-Discounting Scheme Harmed Plaintiffs.**

16 28. **Plaintiff Stowers.** In or about September 2025, Plaintiff Stowers purchased a number of  
 17 items on Defendant’s Website, including a “OFFLINE By Aerie The Hugger High Waisted Bootcut  
 18 Legging.” The item was listed for a discount price of \$38.97 against an “original” price of \$64.95.



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 22  
 23  
 24  
 25 <sup>16</sup> Grewal & Compeau, *Comparative Price Advertising*, *supra* n.1, at 55 (“By creating an impression  
 26 of savings, the presence of a higher reference price enhances subjects’ perceived value and  
 willingness to buy the product.”).

27 <sup>17</sup> Mankiw, N. *Essentials of Economics*, 8th Edition. Boston, MA: Cengage Learning, 66 (2015)  
 28 (“[P]rice and quantity are determined by all buyers and sellers as they interact in the marketplace”);  
*see also* Hal R. Varian, *Microeconomics Analysis*. 3rd Edition. New York, NY: W. W. Norton &  
 Company, at 23-38, 144-57, 233-353 & 285-312 (1992).



- January 4, 2026 – \$38.97 (from \$64.95); and

### OFFLINE By Aerie The Hugger High Waisted Bootcut Legging

THE RUNDOWN: Gently snug with a soft feel. Breathable and versatile for all-season wear. Hidden pockets located in the back of the waistband.

Price: **Now \$38.97** ~~\$64.95~~ **Save 40%**

or 4 interest-free installments of \$9.74 by

 Afterpay <sup>Ⓢ</sup> or  Klarna <sup>Ⓢ</sup>

- May 2026 – \$45.46 (from \$64.95)

### OFFLINE By Aerie The Hugger High Waisted Bootcut Legging

THE RUNDOWN: Gently snug with a soft feel. Breathable and versatile for all-season wear. Hidden pockets located in the back of the waistband.

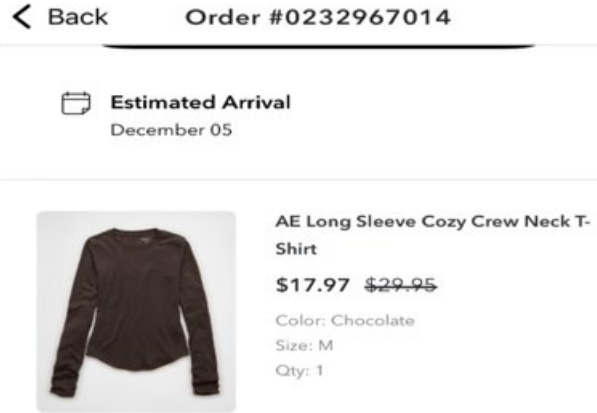
Price: **Now \$45.46** ~~\$64.95~~ **Save 30%**

**Real Rewards: Extra 10% off w/ credit card**

32. Although the archived snapshots reflect only selected captures at various points in time, they consistently show that the product was never offered at the purported higher reference price of \$64.95 and, instead, support the inference that Defendant’s pricing of this product followed the same scheme and pattern of practice identified in Plaintiffs’ counsel’s broader investigation.

33. **Plaintiff Desai.** In or about December 2025, Plaintiff Desai purchased a number of items on Defendant’s Website, including an “AE Long Sleeve Cozy Crew Neck T-Shirt.” The item was listed for a discount price of \$17.97 against an “original” price of \$29.95.

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34. Based on the advertised reference price and sale price, Plaintiff Desai believed the product she purchased was worth the higher value represented on the price tag, and that she was receiving a significant discount on the item she had chosen. Her belief that the discounted price on the item was limited and would not last was an integral factor in her purchase decision, and she would not have made the purchase were it not for the representations of a higher value and the significant bargain she thought she was receiving. The advertised reference price and discount were material representations to her, and she relied on them in making her purchase decision. However, Plaintiff Desai did not receive a product worth the higher value referenced on the price tag, nor the benefit of her bargain. To the contrary, she paid more for the item that it was worth in the form of a premium as a result of the false price-discounting scheme.

35. Given the prevalence of the deceptive pricing scheme detailed above, there is no basis to believe that the “Comp. Value” price on the specific product Plaintiff Desai purchased was a genuine exception to Defendant’s standard practice. Indeed, the specific item Plaintiff Desai purchased was part of the same deceptive scheme.

36. Specifically, the available archival data—captured by the Internet Archive, a third-party system that records website snapshots on dates not selected by Plaintiff Desai—provides an unbiased cross-section of Defendant’s pricing practices over time. Across captured instances, the same product— AE Long Sleeve Cozy Crew Neck T-Shirt—was offered at a purported discount from a constant reference price of \$29.95, across color and size variations including:

- April 29, 2026 - \$11.98 (from \$29.95); and

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## AE Long Sleeve Cozy Crew Neck T-Shirt

A cozy, fitted long-sleeve crew that keeps you comfortable and stylish all day long.

Price: **Now \$11.98** ~~\$29.95~~ Save 60%

- June 16, 2026 - \$11.98 (from \$29.95)

## AE Long Sleeve Cozy Crew Neck T-Shirt

A cozy, fitted long-sleeve crew that keeps you comfortable and stylish all day long.

Price: **Now \$11.98** ~~\$29.95~~ Save 60%

37. Although the archived snapshots reflect only selected captures at various points in time, they consistently show that the product was never offered at the purported higher reference price of \$29.95 and, instead, support the inference that Defendant’s pricing of this product followed the same scheme and pattern of practice identified in Plaintiffs’ counsel’s broader investigation.

**E. Plaintiffs Face a Threat of Future Reoccurring Harm and Lack an Adequate Remedy at Law.**

38. Plaintiffs do not have an adequate remedy at law and is susceptible to recurring harm because they like the merchandise sold at Defendant’s brick-and-mortar stores and on its Website. Plaintiffs desire to continue purchasing additional items from Defendant in the future. However, Plaintiffs are unable to discern which reference prices are inflated and untrue from truthful reference prices. Plaintiffs may again, by mistake, purchase products with false reference prices and discounts in the future based on the reasonable, but incorrect, impression that the advertised reference prices are honest, accurate, and bona fide. Plaintiffs have no reasonable means to determine in the future whether Defendant is continuing to use false reference prices and discounts, or whether it has ceased this deceptive practice, and is therefore susceptible to recurring harm in the immediate future.



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1 Excluded from the Class are Defendant, as well as its officers, employees, agents or affiliates, parent  
2 companies and/or subsidiaries, and each of their respective officers, employees, agents or affiliates,  
3 and any judge who presides over this action. Plaintiffs reserve the right to expand, limit, modify, or  
4 amend this Class definition, including the addition of one or more classes or subclasses, in connection  
5 with their motion for Class certification, or at any other time, based upon, *inter alia*, changing  
6 circumstances and/or new facts obtained during discovery.

7 42. As alleged below, this putative Class satisfies the prerequisites of a class action as  
8 required by Federal Rule of Civil Procedure 23(a).

9 43. ***Numerosity-Rule 23(a)(1)***: The Class members are so numerous that joinder of all  
10 members is impracticable. Plaintiffs are informed and believes that the proposed Class contains, at  
11 least, hundreds of thousands of individuals who have been damaged by Defendant’s conduct as  
12 alleged herein. The precise number of Class members is unknown to Plaintiffs, but a reasonable  
13 estimate can be made based on Defendant’s internal records.

14 44. ***Existence and Predominance of Common Questions of Law and Fact-***  
15 ***Rules 23(a)(2) and 23(b)(3)***: This action involves common questions of law and fact, which  
16 predominate over any questions affecting individual Class members. These common legal and factual  
17 questions include, but are not limited to, the following:

- 18 a. whether, during the Class Period, Defendant used falsely advertised reference  
19 prices on its price tags and promotional materials and falsely advertised price discounts on  
20 merchandise sold in its California, brick-and-mortar stores and Website;
- 21 b. whether Defendant ever offered items for sale or sold items at their advertised  
22 reference price and, if so, for how long;
- 23 c. whether, during the Class Period, any of the original or reference prices  
24 advertised were the prevailing market prices for the products at issue;
- 25 d. whether Defendant’s advertised sale prices and/or percentage-off discounts  
26 reflect any actual discounts or savings;
- 27 e. whether Defendant made false or misleading representations of fact concerning  
28 the reasons for, existence of, or amounts of price reductions;

1 f. whether Defendant’s alleged conduct constitutes violations of federal and/or  
2 California statutes and regulations;

3 g. whether Defendant engaged in an unconscionable commercial practice, and/or  
4 employed deception or misrepresentation under the laws asserted;

5 h. whether Plaintiffs and Class members are entitled to actual damages and/or  
6 restitution and the proper measure of damages and/or restitution; and

7 i. whether an injunction is necessary to prevent Defendant from continuing to  
8 use false, misleading, or illegal price comparisons.

9 45. **Typicality-Rule 23(a)(3)**: Plaintiffs’ claims are typical of the claims of the Class  
10 members because, *inter alia*, all Class members have been deceived (or were likely to be deceived)  
11 by Defendant’s false and deceptive price advertising scheme, as alleged herein. Plaintiffs are  
12 advancing the same claims and legal theories on behalf of themselves and all Class members.

13 46. **Adequacy-Rule 23(a)(4)**: Plaintiffs will fairly and adequately protect the interests of  
14 the Class members. Plaintiffs have retained well-funded counsel, experienced in complex consumer  
15 class action litigation, including class actions based on allegations of false price-discounting schemes,  
16 and Plaintiffs intend to prosecute this action vigorously. Plaintiffs have no antagonistic or adverse  
17 interests to those of the Class.

18 47. **Superiority-Rule 23(b)(3)**: The nature of this action and the nature of laws available  
19 to Plaintiffs and the Class make the use of the class action format a particularly efficient and  
20 appropriate procedure to afford relief to themselves and the Class for the wrongs alleged. The  
21 damages or other financial detriment suffered by individual Class members are relatively modest  
22 compared to the burden and expense that would be entailed by individual litigation of their claims  
23 against Defendant. It would thus be virtually impossible for Plaintiffs and Class members, on an  
24 individual basis, to obtain effective redress for the wrongs done to them. Absent the class action,  
25 Class members and the general public would not likely recover, or would not likely have the chance  
26 to recover, damages or restitution, and Defendant will be permitted to retain the proceeds of its  
27 fraudulent and deceptive misdeeds. Moreover, prosecution of separate actions by individual members  
28 of the Class would create a risk of inconsistent or varying adjudications and would lead to repetitious

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1 trials of the numerous common and predominant questions of fact and law, which could lead to the  
2 establishment of incompatible standards of conduct for Defendant. Such individual adjudications  
3 would be, as a practical matter, dispositive of the interests of, or would substantially impair or impede  
4 the interests of other Class members. By contrast, the class action device presents far fewer  
5 management difficulties and the benefits of single adjudication, economy of scale, and comprehensive  
6 supervision by a single court. Plaintiffs are not aware of any difficulty that would be encountered in  
7 the management of this litigation that would preclude its maintenance as a class action.

8 48. **Rule 23(b)(2):** The putative Class also satisfies the prerequisites of an injunctive relief  
9 class identified in Federal Rule of Civil Procedure 23(b)(2) as all Class members, including Plaintiffs,  
10 were exposed to one or more of Defendant’s misrepresentations or omissions of material fact, as  
11 alleged herein. Due to the scope and extent of Defendant’s consistent false price-discounting  
12 advertising scheme, disseminated in a years-long campaign to consumers, it can be reasonably  
13 inferred that such misrepresentations or omissions of material fact were uniformly made to all  
14 members of the Class. In addition, it can be reasonably presumed that all Class members, including  
15 Plaintiffs, affirmatively acted in response to the representations contained in Defendant’s false  
16 advertising scheme when purchasing merchandise sold at Defendant’s stores or Website.

17 49. Defendant has acted or has refused to act on grounds that generally apply to the Class,  
18 such that final injunctive relief is appropriate as to the Class as a whole. Specifically, Defendant has  
19 continuously enforced a systematic and uniform policy of advertising misleading, untrue and illegal  
20 reference prices in violation of California law, such that injunctive relief is necessary to avoid ongoing  
21 violations in the future.

22 50. Plaintiffs are informed that Defendant keeps extensive computerized records of its  
23 customers through, *inter alia*, customer loyalty programs, credit card programs, and general  
24 marketing programs. Defendant has one or more databases through which a significant number of  
25 Class members may be identified and ascertained, and they maintain contact information, including  
26 email and home addresses, through which notice of this action could be disseminated in accordance  
27 with due process requirements.  
28

1 51. Alternatively, Plaintiffs will seek certification of particular issues pursuant to Federal  
2 Rule of Civil Procedure 23(c)(4).

3 **VI. CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**

5 **Violation of California’s False Advertising Law (FAL)**  
6 **CAL. BUS. & PROF. CODE § 17500, *et seq.***

7 52. Plaintiffs repeat and re-allege the allegations contained in paragraphs 1-51 as if fully  
8 set forth herein.

9 53. Plaintiffs bring this claim individually and on behalf of Class members Defendant for  
10 violations of California’s FAL, Cal. Bus. & Prof. Code § 17500, *et seq.*

11 54. Cal. Bus. & Prof. Code § 17500 provides:

12 It is unlawful for any . . . corporation . . . with intent directly or indirectly to dispose  
13 of . . . personal property or to perform services, professional or otherwise, or anything  
14 of any nature whatsoever or to induce the public to enter into any obligation relating  
15 thereto, to make or disseminate or cause to be made or disseminated . . . from this state  
16 before the public in any state, in any newspaper or other publication, or any advertising  
17 device, or by public outcry or proclamation, or in any other manner or means whatever,  
18 including over the Internet, any statement, concerning that . . . personal property or  
19 those services . . . which is ***untrue or misleading***, and which is known, or which by  
20 the exercise of reasonable care should be known, to be untrue or misleading . . .

21 (emphasis added).

22 55. The FAL further provides:

23 For the purpose of this article the worth or value of any thing advertised is the  
24 prevailing market price, wholesale if the offer is at wholesale, retail if the offer is at  
25 retail, at the time of publication of such advertisement in the locality wherein the  
26 advertisement is published. No price shall be advertised as a former price of any  
27 advertised thing, unless the alleged former price was the prevailing market price . . .  
28 within three months next immediately preceding the publication of the advertisement  
or unless the date when the alleged former price did prevail is clearly, exactly, and  
conspicuously stated in the advertisement.

Cal. Bus. & Prof. Code § 17501.

56. Defendant’s routine practice of advertising discounted prices from false reference  
prices, which are not and never have been the prevailing market prices of those products and were  
materially greater than the true prevailing prices (*i.e.*, Defendant’s average and/or most common actual  
sale price), constitutes an unfair, untrue, and misleading practice in violation of the FAL. This deceptive  
marketing practice gave Plaintiffs and Class members the false impression that the products were

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1 regularly sold on the market for a substantially higher price than they actually were; therefore, leading  
2 to the false impression that the products sold by Defendant are worth more than they actually are.

3 57. Under all circumstances, Plaintiffs allege that the reference prices are not the  
4 prevailing market prices as required under the FAL. That is because Defendant almost always, if not  
5 always, sells its products, including the items purchased by Plaintiffs, at prices substantially lower  
6 than the advertised reference price, thereby establishing that its reference prices greatly exceed the  
7 prevailing market price of its merchandise in violation of Cal. Bus. & Prof. Code § 17501.

8 58. As a direct and proximate result of Defendant’s misleading and false advertisements,  
9 as well as Defendant’s deceptive and unfair acts and practices made during the course of Defendant’s  
10 business, Plaintiffs and Class members did not receive the benefit of their bargain and suffered  
11 economic injury.

12 59. Plaintiffs, on behalf of themselves and Class members, request that this Court order  
13 Defendant to restore this money to Plaintiffs and the Class, and to enjoin Defendant from continuing  
14 these unfair practices in violation of the FAL in the future. Otherwise, Plaintiffs, members of the  
15 Class, and the broader general public will be irreparably harmed and/or denied an effective and  
16 complete remedy.

17 **SECOND CAUSE OF ACTION**  
18 **Violation of California’s Unfair Competition Law (UCL)**  
19 **CAL. BUS. & PROF. CODE § 17200, et seq.**

20 60. Plaintiffs repeat and re-allege the allegations contained in paragraphs 1-51 as if fully  
21 set forth herein.

22 61. Plaintiffs bring this claim individually and on behalf of the Class against Defendant  
23 for violations of the UCL, Cal. Bus. & Prof. Code § 17200, et seq.

24 62. The UCL defines “unfair business competition” to include any “unlawful, unfair or  
25 fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading” advertising. Cal.  
26 Bus. Prof. Code § 17200.

27 63. The UCL imposes strict liability. Plaintiffs and members of the proposed Class need  
28 not prove that Defendant intentionally or negligently engaged in unlawful, unfair, or fraudulent  
business practices—but only that such practices occurred.

1           ***“Unfair” Prong***

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

6           65. Defendant’s actions constitute “unfair” business practices because, as alleged above,  
7 Defendant engaged in misleading and deceptive price comparison advertising that represented false  
8 reference prices and corresponding deeply discounted phantom “sale” prices. Defendant’s acts and  
9 practices offended an established public policy of transparency in pricing, including regulations  
10 enacted by the FTC, and constituted immoral, unethical, oppressive, and unscrupulous activities that  
11 are substantially injurious to consumers.

12           66. The harm emanating from this practice to Plaintiffs and members of the proposed  
13 Class outweighs any utility it provides because Defendant’s practice of advertising false discounts  
14 provides no utility. There were reasonably available alternatives to further Defendant’s legitimate  
15 business interests other than the misleading and deceptive conduct described herein.

16           ***“Fraudulent” Prong***

17           67. A business act or practice is “fraudulent” under the UCL if it is likely to deceive  
18 members of the consuming public.

19           68. Defendant’s acts and practices alleged above constitute fraudulent business acts or  
20 practices as Defendant has deceived Plaintiffs and members of the Class and is highly likely to  
21 deceive members of the consuming public. Plaintiffs and members of the Class relied on Defendant’s  
22 fraudulent and deceptive representations regarding its false reference prices for products sold by  
23 Defendant. These misrepresentations played a substantial role in Plaintiffs’ and members of the  
24 proposed Class’s decisions to purchase products at a purportedly steep discount, and Plaintiffs would  
25 not have purchased products without Defendant’s misrepresentations.

26           ***“Unlawful” Prong***

27           69. A business act or practice is “unlawful” under the UCL if it violates any other law or  
28 regulation.

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1 70. Defendant’s acts and practices alleged above constitute unlawful business acts or  
2 practices, as Defendant has violated state and federal law in connection with its deceptive pricing  
3 scheme. The FTCA prohibits “unfair or deceptive acts or practices in or affecting commerce,” 15  
4 U.S.C. § 45(a)(1), and prohibits the dissemination of any false advertisements, 15 U.S.C. § 52(a).  
5 Under the FTCA, false former pricing schemes, like Defendant’s, are described as deceptive practices  
6 that would violate the FTCA:

7 (a) One of the most commonly used forms of bargain advertising is to offer a  
8 reduction from the advertiser’s own former price for an article. If the former price is  
9 the actual, bona fide price at which the article was offered to the public on a regular  
10 basis for a reasonably substantial period of time, it provides a legitimate basis for the  
11 advertising of a price comparison. Where the former price is genuine, the bargain  
12 being advertised is a true one. If, on the other hand, the former price being advertised  
13 is not bona fide but fictitious - *for example, where an artificial, inflated price was  
14 established for the purpose of enabling the subsequent offer of a large reduction -  
15 the “bargain” being advertised is a false one*; the purchaser is not receiving the  
16 unusual value he expects. In such a case, the “reduced” price is, in reality, probably  
17 just the seller's regular price

18 (b) A former price is not necessarily fictitious merely because no sales at the  
19 advertised price were made. The advertiser should be especially careful, however, in  
20 such a case, that the price is one at which the product was openly and actively offered  
21 for sale, for a reasonably substantial period of time, in the recent, regular course of his  
22 business, honestly and in good faith - and, of course, not for the purpose of establishing  
23 a fictitious higher price on which a deceptive comparison might be based. And the  
24 advertiser should scrupulously avoid any implication that a former price is a selling,  
25 not an asking price (for example, by use of such language as, “Formerly sold at  
26 \$\_\_\_\_\_”), unless substantial sales at that price were actually made. 16 C.F.R.  
27 § 233.1(a) and (b) (emphasis added).  
28

71. In addition, as described in the First Cause of Action above, Defendant violates the  
FAL because it advertises items, including the items that Plaintiffs purchased and are described  
herein, with a former price that greatly exceeds the prevailing market price of those items, and is  
therefore an “unlawful” act in violation of the UCL.

72. As detailed in the Third Cause of Action below, California’s CLRA, Cal. Civ. Code  
§ 1770(a)(9), prohibits a business from “[a]dvertising goods or services with intent not to sell them  
as advertised,” and subsection (a)(13) prohibits a business from “[m]aking false or misleading  
statements of fact concerning reasons for, existence of, or amounts of price reductions.”

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1 73. As detailed herein, and for the same reason that Defendant’s acts and practices violate  
2 the FTCA and the FAL, they also violate the CLRA, thus establishing another “unlawful” act in  
3 violation of the UCL.

4 74. Defendant’s practices, as set forth above, misled Plaintiffs, the Class, and the public  
5 in the past and will continue to mislead them in the future. Consequently, Defendant’s practices  
6 constitute an unlawful, fraudulent, and unfair business practice within the meaning of the UCL.

7 75. Defendant’s violations of the UCL, through its unlawful, unfair, and fraudulent  
8 business practices, are ongoing and present a continuing threat to Plaintiffs, members of the Class,  
9 and the public who, if Defendant’s false pricing scheme is permitted to continue, will continue to be  
10 deceived into purchasing products based on illegal price comparisons. These false price comparisons  
11 lead to artificial and increased demand, which, in turn, leads to higher prices and financial harm for  
12 consumers like Plaintiffs and the members of the Class, as described herein. Because of the  
13 surreptitious nature of Defendant’s deception, these injuries cannot be reasonably avoided and will  
14 continue to be suffered by the consuming public absent a mandated change in Defendant’s practice.

15 76. Pursuant to Bus. & Prof. Code § 17203, Plaintiffs and members of the Class are  
16 entitled to preliminary and permanent injunctive relief enjoining Defendant from continuing to  
17 engage in this unfair competition alleged above, as well as disgorgement and restitution to Plaintiffs  
18 and the Class of all Defendant’s revenues wrongfully obtained from them as a result of Defendant’s  
19 unfair competition, or such portion of those revenues as the Court may find equitable.

20 **THIRD CAUSE OF ACTION**  
21 **Violation of California’s Consumers Legal Remedies Act (CLRA)**  
22 **CAL. CIV. CODE § 1750, *et seq.***

23 77. Plaintiffs repeat and re-allege the allegations contained in paragraphs 1-51 as if fully  
24 set forth herein.

25 78. Plaintiffs bring this claim individually and on behalf of the members of the Class  
26 against Defendant for violations of the CLRA, Cal. Civ. Code § 1750, *et seq.*

27 79. Plaintiffs and each member of the Class are “consumers” as defined by Cal. Civ. Code  
28 § 1761(d). Defendant’s sale of products were “transactions” within the meaning of Cal. Civ. Code

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1 § 1761(e). The products purchased by Plaintiffs and members of the Class are “goods” or “services”  
2 within the meaning of Cal. Civ. Code § 1761(a)-(b).

3 80. For the reasons described above, Defendant violated and continues to violate the  
4 CLRA by engaging in the following practices proscribed by Cal. Civ. Code § 1770(a) in transactions  
5 with Plaintiffs and the Class which were intended to result in, and did result in, the sale of products  
6 sold at Defendant’s brick and mortar stores and Website:

7 a. advertising goods or services with intent not to sell them as advertised;  
8 § 1770(a)(9); and

9 b. making false or misleading statements of fact concerning reasons for, existence  
10 of, or amounts of price reductions; § 1770(a)(13).

11 81. Plaintiffs and the Class are consumers who have suffered economic injury and  
12 damages, including benefit-of-the-bargain damages, and/or out-of-pocket loss damages, as a direct  
13 result of Defendant’s use and employment of the false and misleading reference pricing alleged  
14 herein. Defendant represented that its products were worth the higher reference prices stated on its  
15 price tags. In fact, the products that Plaintiffs and Class members purchased were not worth as much  
16 as Defendant represented them to be worth, and Plaintiffs and the Class therefore did not receive the  
17 benefit(s) of their bargain(s). Additionally, Defendant’s false reference pricing scheme artificially  
18 increased consumer demand for its products, thereby causing Plaintiffs and the Class to pay higher  
19 prices than they otherwise would have paid absent Defendant’s false price discounting scheme.

20 82. Pursuant to Cal. Civ. Code §1780(a), Plaintiffs seek an order enjoining such methods,  
21 acts, or practices as well as any other relief the Court deems proper. Plaintiffs additionally seek costs  
22 and reasonable attorneys’ fees pursuant to Cal. Civ. Code § 1780(e).

23 83. Plaintiffs, through counsel, will send a CLRA demand letter by certified mail to  
24 Defendant that provides notice of Defendant’s violation of the CLRA as alleged herein, and demand  
25 that Defendant notify all members of the Class and correct, repair, replace, or otherwise rectify the  
26 unlawful, unfair, false, and deceptive practices complained of herein. If Defendant does not respond  
27 to Plaintiffs’ letter and agree to rectify the problems associated with the actions detailed above and  
28 give notice to all affected consumers within 30 days of the date of written notice pursuant to § 1782,

1 Plaintiffs will amend this complaint to seek actual, punitive, and statutory damages, as appropriate  
2 against Defendant.

3 **VII. PRAYER FOR RELIEF**

4 Wherefore, Plaintiffs, on behalf of themselves and on behalf of the other members of the  
5 Class, request that this Court award relief against Defendant as follows:

- 6 1. an order certifying the Class and designating Plaintiffs as Class Representative,  
7 and their counsel as Class Counsel;
- 8 2. awarding restitution and disgorgement of all profits and unjust enrichment that  
9 Defendant obtained from Plaintiffs and the Class members as a result of its unlawful, unfair,  
10 and fraudulent business practices described herein;
- 11 3. awarding declaratory and injunctive relief as permitted by law or equity,  
12 including preliminarily and permanently enjoining Defendant from continuing the unlawful  
13 practices as set forth herein, and directing Defendant to identify, with Court supervision,  
14 victims of its misconduct and pay them all money they are required to pay;
- 15 4. retaining jurisdiction to monitor Defendant’s compliance with permanent  
16 injunctive relief;
- 17 5. ordering Defendant to engage in a corrective advertising campaign;
- 18 6. awarding attorneys’ fees and costs;
- 19 7. for leave to amend these pleadings to conform to evidence adduced at trial; and
- 20 8. for such other and further relief as the Court may deem necessary or  
21 appropriate.

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**VIII. DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a jury trial for all claims so triable.

Dated: June 22, 2026

**LYNCH CARPENTER, LLP**

By: /s/ Todd D. Carpenter

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