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5 *Counsel for Plaintiff & Proposed Classes*

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7 **UNITED STATES DISTRICT COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA**

9 RAYMOND TAYLOR, *individually*
10 *and on behalf of all others similarly*
11 *situated,*

12 Plaintiff,

13 vs.

14 IROBOT CORPORATION,

15 Defendant.
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Case No. 26-cv-6018

CLASS ACTION COMPLAINT

1. VIOLATION OF CALIFORNIA’S FALSE ADVERTISING LAW, BUS. & PROF. CODE §§ 17500 & 17501 *et seq.*
2. VIOLATION OF CALIFORNIA’S CONSUMER LEGAL REMEDIES ACT, CIV. CODE § 1750 *et seq.*
3. VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION LAW, CAL. BUS. & PROF. CODE § 17200, *et seq.*
4. BREACH OF CONTRACT
5. BREACH OF EXPRESS WARRANTY
6. BREACH OF IMPLIED WARRANTY
7. QUASI-CONTRACT/UNJUST ENRICHMENT
8. NEGLIGENT MISREPRESENTATION
9. INTENTIONAL MISREPRESENTATION
10. FRAUD

DEMAND FOR JURY TRIAL

1 Plaintiff Raymond Taylor (“Plaintiff”) individually and on behalf of all others
2 similarly situated, brings this class action lawsuit against iRobot Corporation
3 (“iRobot” or “Defendant”) and alleges, upon personal knowledge as to their own
4 actions and their counsel’s investigation and upon information and good-faith belief
5 as to all other matters, as follows:

6 **I. INTRODUCTION**

7 1. iRobot sells and markets “Roomba” vacuums and cleaning appliances
8 (the “Products”) through the Roomba brand and on its website www.irobot.com (the
9 “Website”) and third-party websites.

10 2. iRobot consistently advertises the Products on sale for purchase at a
11 discounted price. In truth, the “sales” are perpetual, i.e. the Products are always sold
12 at a purportedly discounted price, and never at the original reference prices.

13 3. Through this false and deceptive marketing, advertising, and pricing
14 scheme, Defendant has violated California law, which expressly prohibits falsely
15 advertising goods on “sale” from fictitious former prices.

16 4. The regular prices Defendant advertises are not actually Defendant’s
17 regular prices because the Products are consistently available for less than that. The
18 purported discounts Defendant advertises are not the true discounts the customer is
19 receiving and are often not discounts at all.

20 5. Accordingly, Plaintiff brings this case individually and on behalf of the
21 other customers who purchased Defendant’s Products.

22 **II. PARTIES**

23 6. Plaintiff Raymond Taylor is, and was at all relevant times, domiciled in
24 California. On December 4, 2025, Plaintiff purchased a “Roomba 105 Vac Robot +
25 AutoEmpty Dock” that was marketed with a reference price of \$449.99 but with a
26 discounted sale price as a “limited time offer.” Plaintiff viewed and reasonably relied
27 on Defendant’s false advertisements about supposed discounts and limited-time
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1 sales, and would not have purchased the item or would have paid less for the item
2 had they known about the deceptive advertising.

3 7. Defendant iRobot Corporation is a Delaware corporation headquartered
4 in Bedford, Massachusetts.

5 **III. JURISDICTION AND VENUE**

6 8. The exercise of federal subject matter jurisdiction is also appropriate
7 pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2) (“CAFA”),
8 because (i) at least one member of the Class is a citizen of a different state than any
9 Defendant, (ii) there are more than 100 members of the Class, (iii) the aggregate
10 amount in controversy exceeds \$5,000,000, exclusive of interests and costs, and (iv)
11 none of the exceptions apply to this action.

12 9. This Court has personal jurisdiction over Defendant because it conducts
13 business in this judicial district and a substantial part of the events or omissions
14 giving rise to Plaintiff’s claims occurred in the judicial district.

15 10. Venue is proper pursuant to 28 U.S.C. § 1391(b)(1) and 28 U.S.C.
16 § 1391(d) because Defendant would be subject to personal jurisdiction in this District
17 if this District were a separate state, given that Defendant sold Products to consumers
18 in this District, including Plaintiff. Venue is also proper under 28 U.S.C. § 1391(b)(2)
19 because a substantial part of Defendant’s conduct giving rise to the claims occurred
20 in this District.

21 **IV. FACTUAL ALLEGATIONS**

22 **A. DEFENDANT’S FAKE PRICES AND FAKE DISCOUNTS.**

23 11. Defendant manufactures, distributes, markets, and sells the Products.

24 12. Defendant creates the false impression that its Products’ regular prices
25 are higher than they truly are.

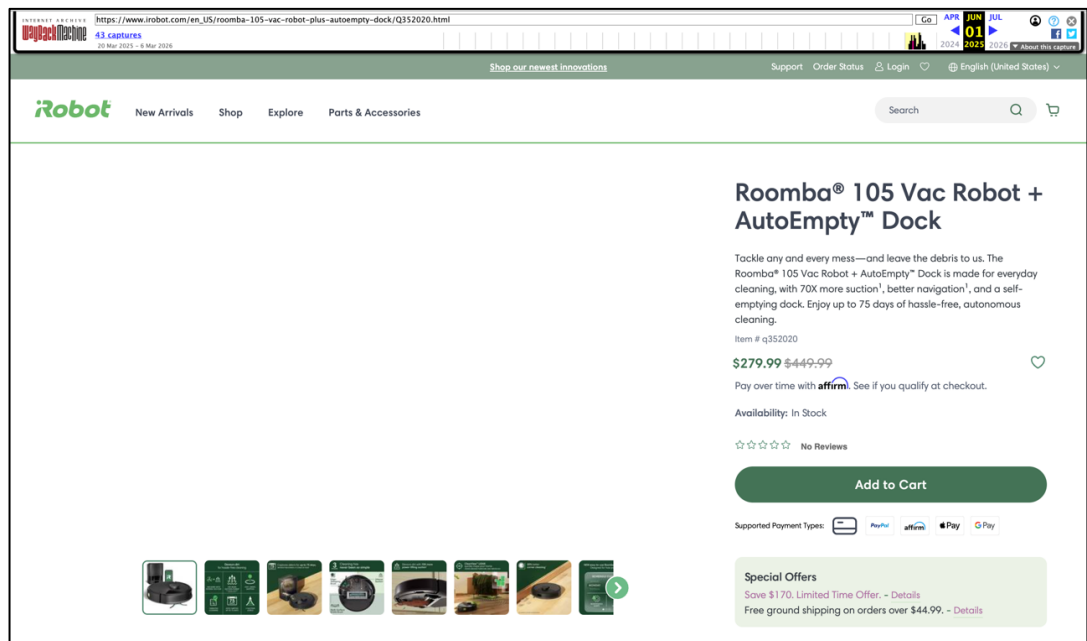
26 13. On the Website, Defendant consistently promotes its Products as being
27 offered at steep discounts from advertised “regular” prices.

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1 14. Defendant employs strike-through pricing: next to the supposed sale
2 price at a discount, the original, higher price—known as the “reference price”—is
3 shown but is struck through with a line (e.g., \$449.99).

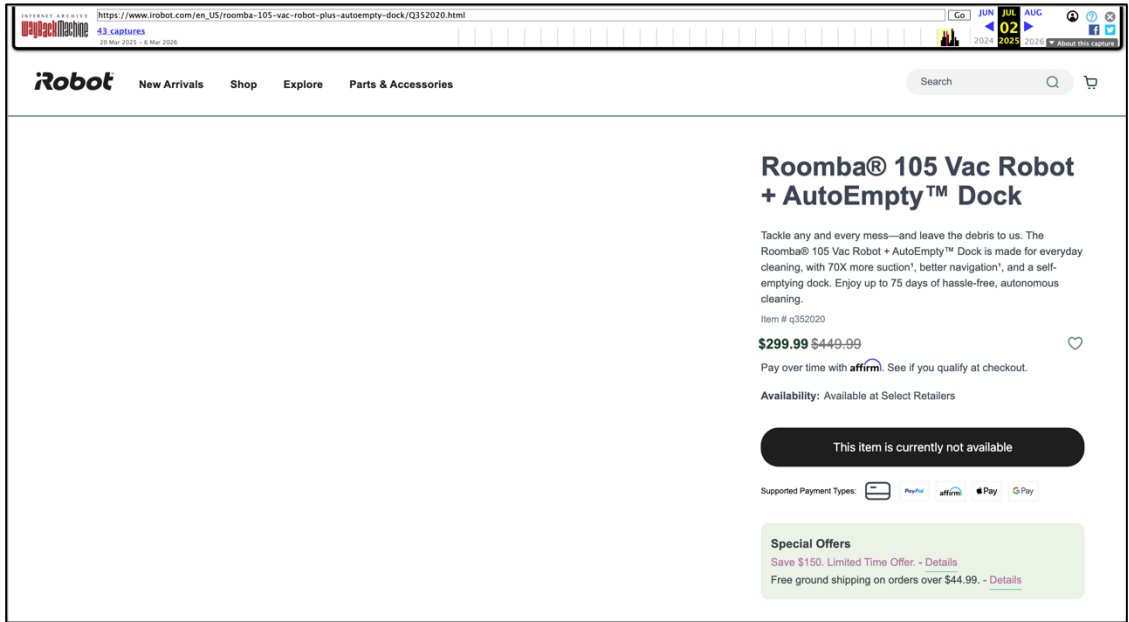
4 15. Defendant also uses language such as “Special Offers” and states how
5 much customers supposedly “Save” when they purchase a “Limited Time Offer.”
6 And in some instances, the Company advertises that customers are supposedly
7 receiving “Early Black Friday” or “Holiday Savings,” even when the same discounts
8 existed before and after the holidays. These cues are designed to create a false sense
9 of urgency and pressure consumers to purchase before the supposed sale ends or
10 inventory runs out.

11 16. Defendant thus intentionally creates the false and misleading impression
12 that its Products are normally sold at a higher price, but are available for a discount
13 for a limited time only. For instance, the Roomba® 105 Vac Robot + AutoEmpty™
14 Dock, which Plaintiff purchased, has been advertised consistently with a “Limited
15 Time Offer” on discount from the struck-through reference price of \$449.99, as
16 illustrated by the following Internet Archive screenshots from June 2025 through the
17 present:

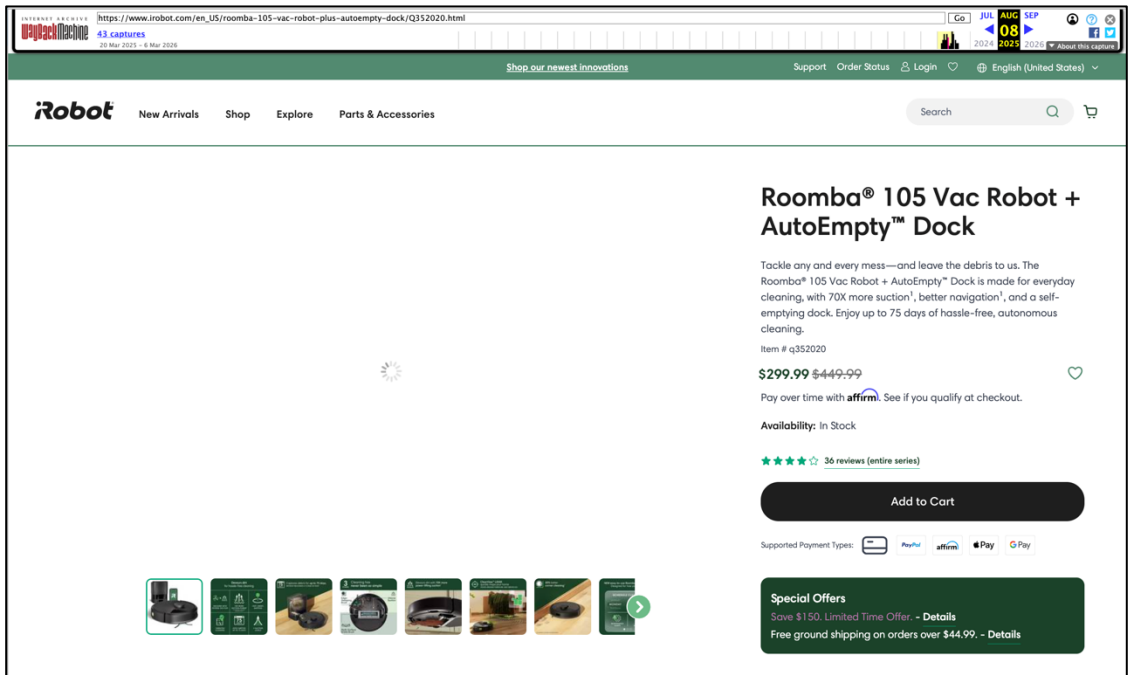


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28 *June 1, 2025*

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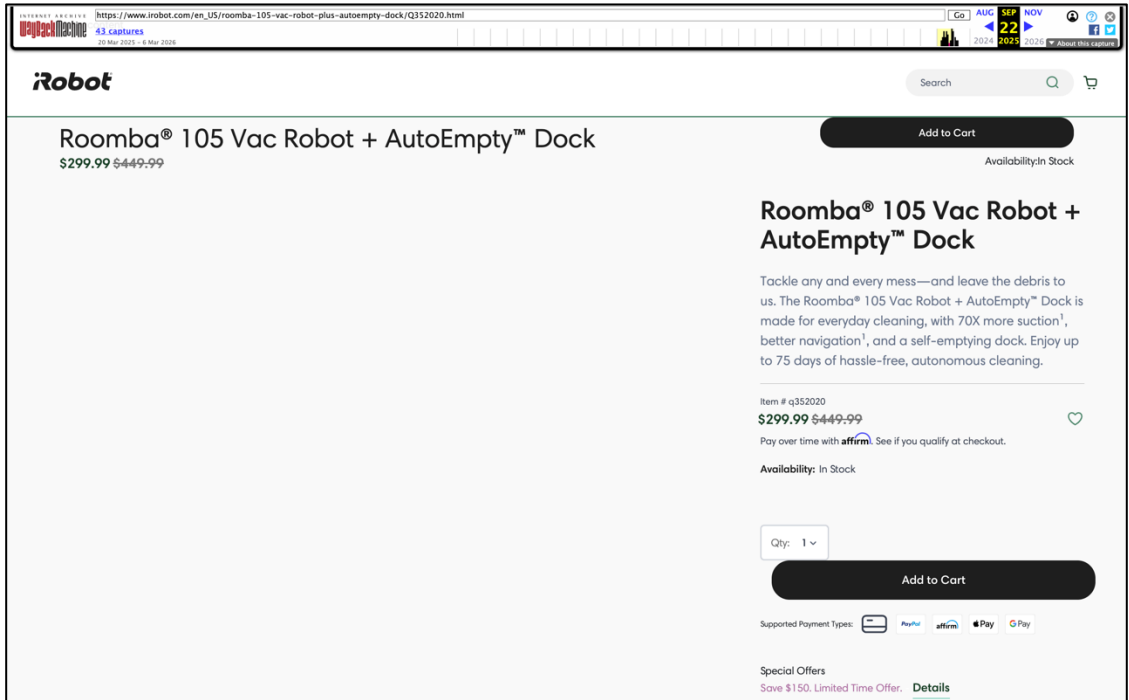


July 2, 2025

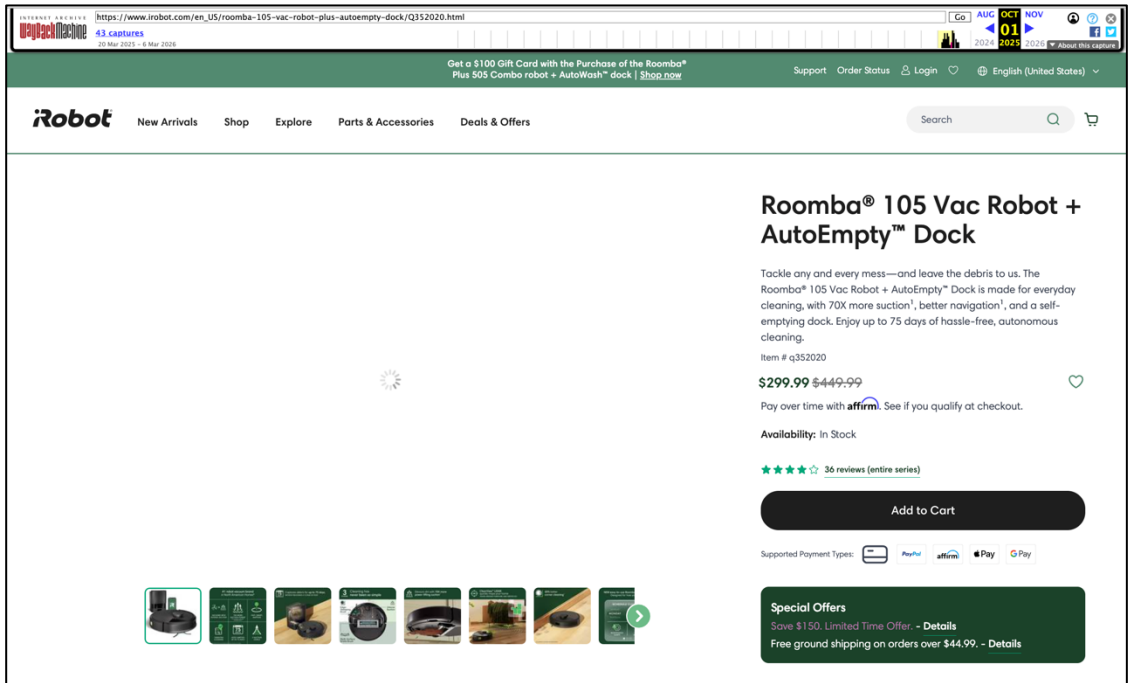


August 8, 2025

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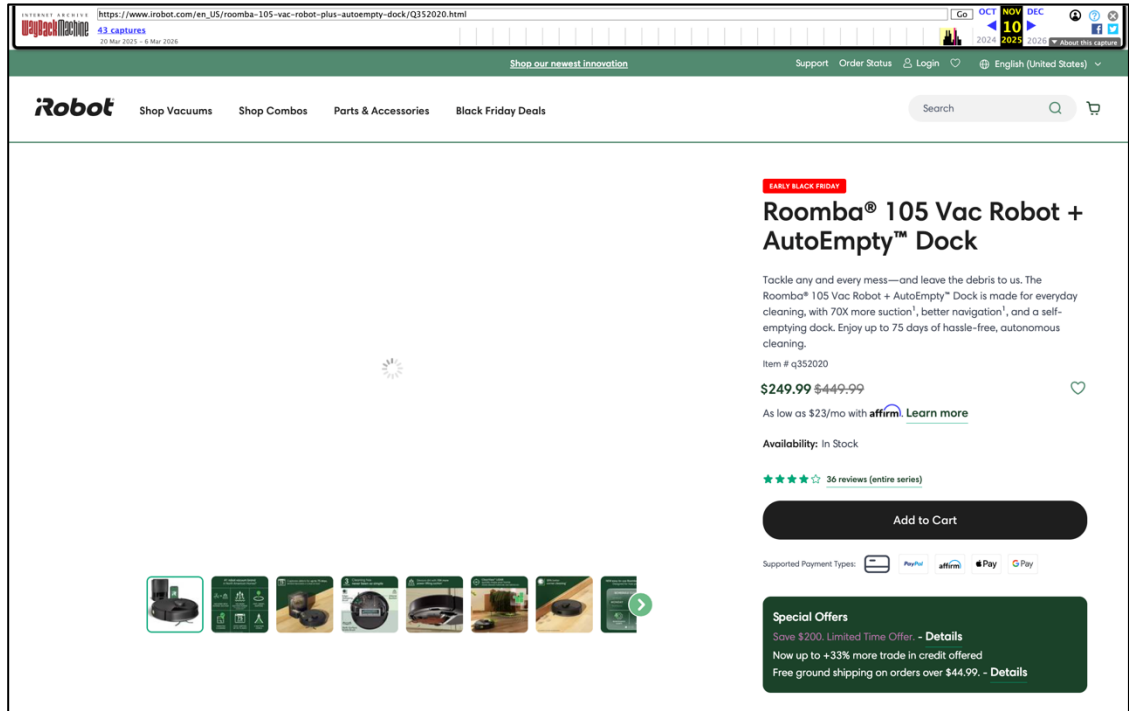


September 22, 2025

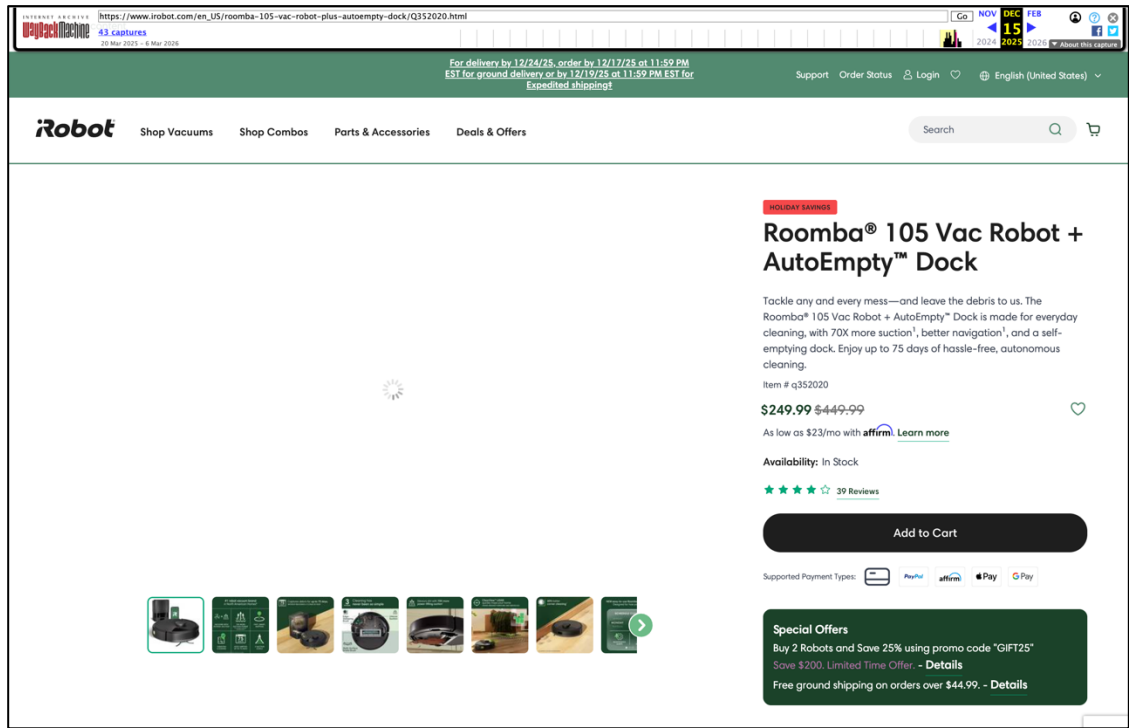


October 1, 2025

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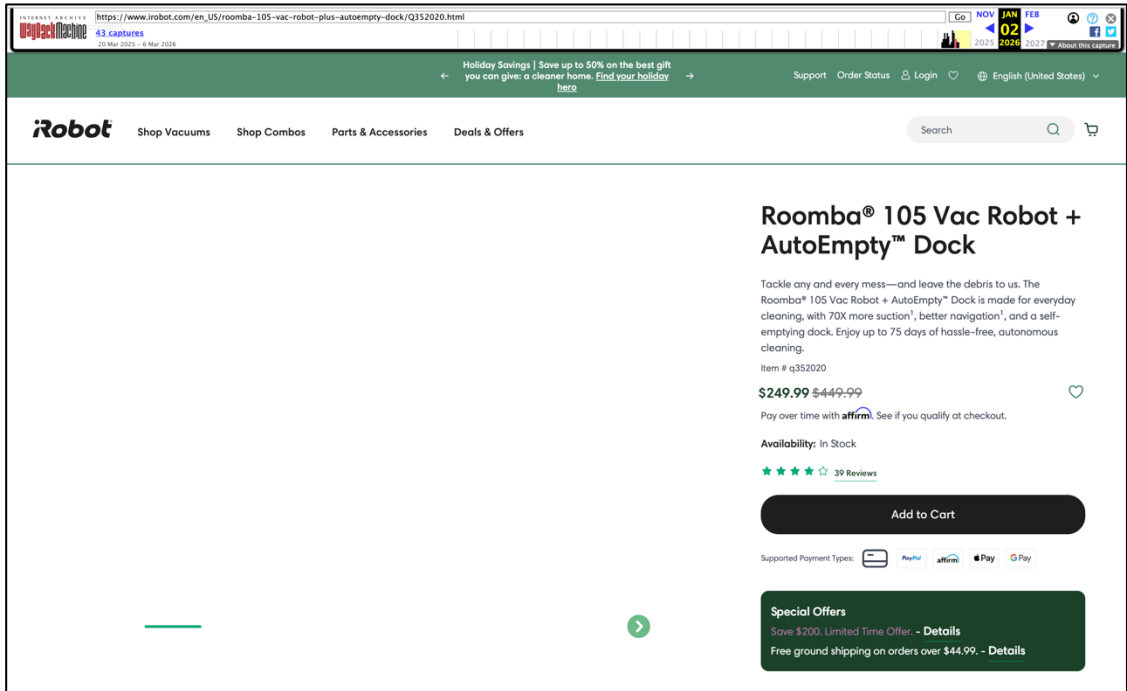


November 10, 2025

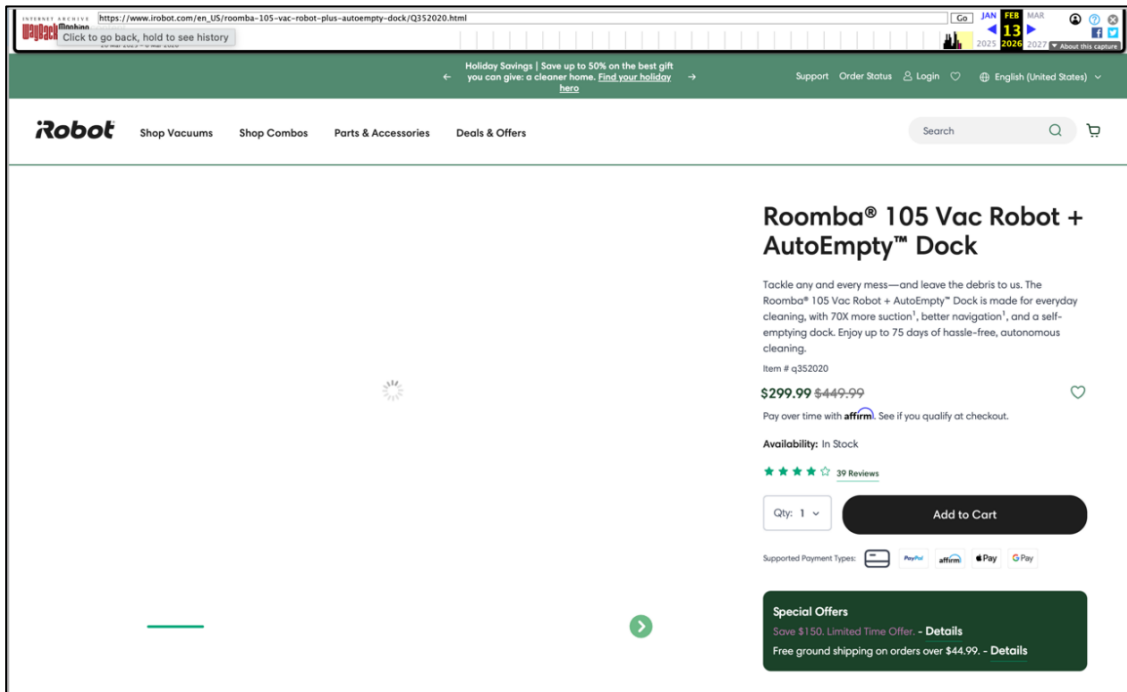


December 15, 2025

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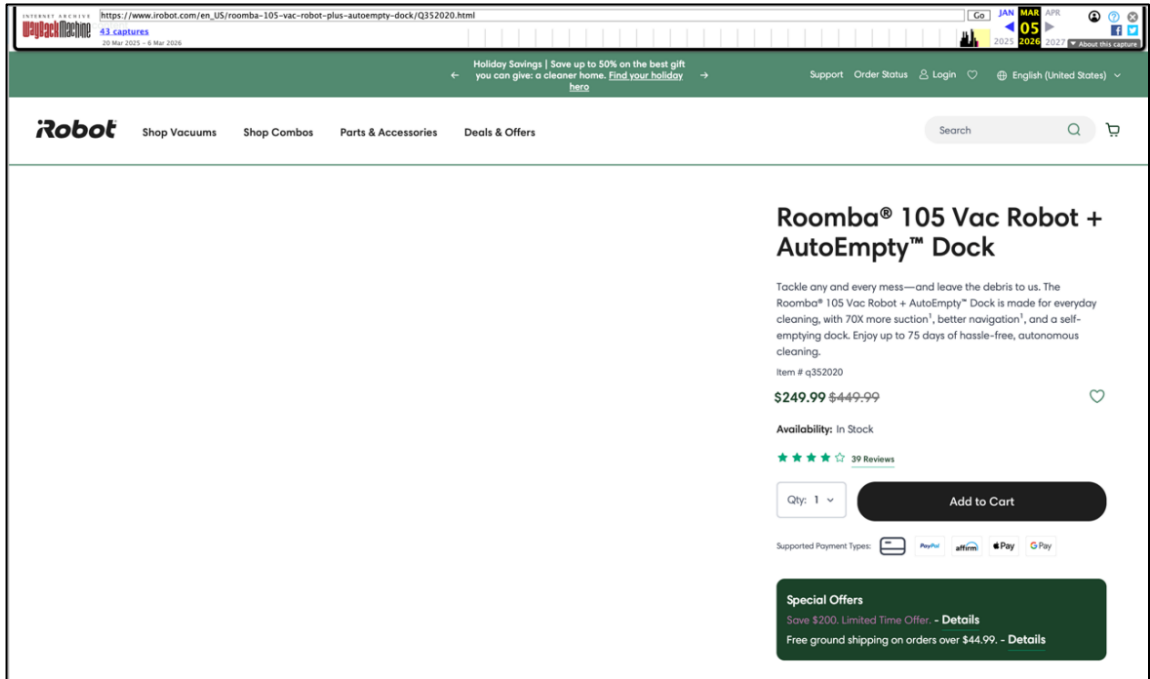


January 2, 2026



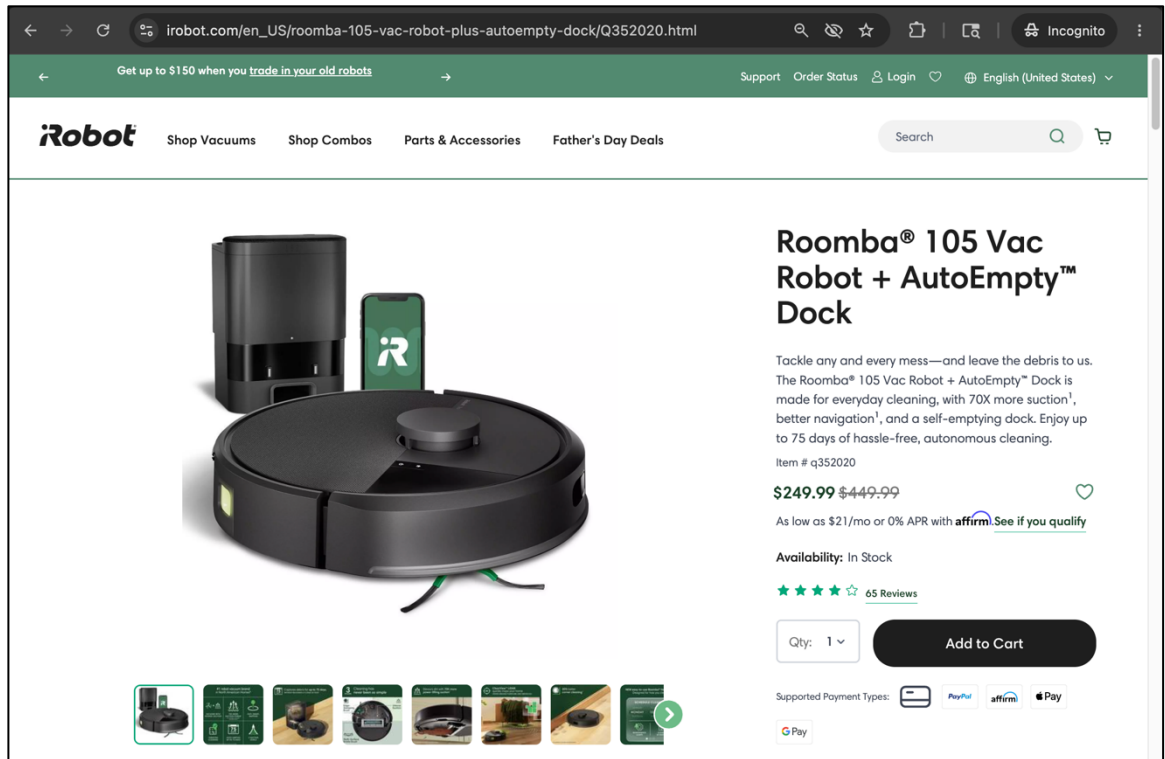
February 13, 2026

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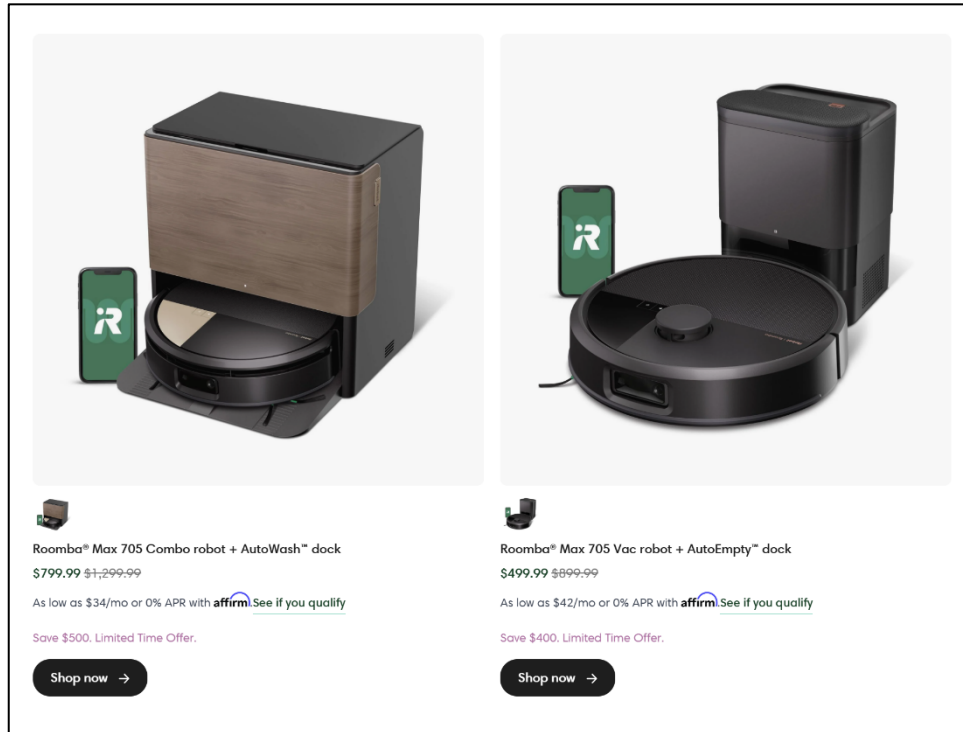


March 5, 2026

17. As of the date of this filing, the Product is still advertised on a heavy discount from the \$449.99 reference price:



1 18. Defendant’s other Products are also consistently advertised with
2 “limited time” sales, with discounted prices appearing next to the original reference
3 prices. For instance, the Roomba® Max 705 Combo robot + AutoWash™ dock is
4 regularly sold at a “discount” from the \$1,299.99 original price. The Roomba® Max
5 705 Vac robot + AutoEmpty™ dock is regularly sold at a “discount” from the
6 \$899.99 original price.




19 19. The Roomba 205 DustCompactor™ Combo Robot is also regularly sold
20 at discount from the struck-through \$469.99 regular price, a “sale” marketed as a
21 “Limited Time Offer.”
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**Roomba® 205
DustCompactor™ Combo
Robot**

Only from Roomba®, the 205 DustCompactor™ Combo Robot features industry-leading innovation inside. Debris is suctioned up, continuously compacted, and contained inside the robot for up to 60 days at a time. The bagless DustCompactor™ stores debris within the robot. No bags to replace, no mess to manage. Floors are barefoot-ready with 70X stronger power-lifting suction¹ and 2X deeper scrubbing² using a re-usable, washable microfiber mop pad.


Item # I124020






\$179.99 ~~\$469.99~~ 

As low as \$17/mo with [affirm](#). [See if you qualify](#)

Availability: In Stock

★★★★☆ [334 Reviews](#)

Qty: 1  **Add to Cart**

Supported Payment Types:     

Special Offers

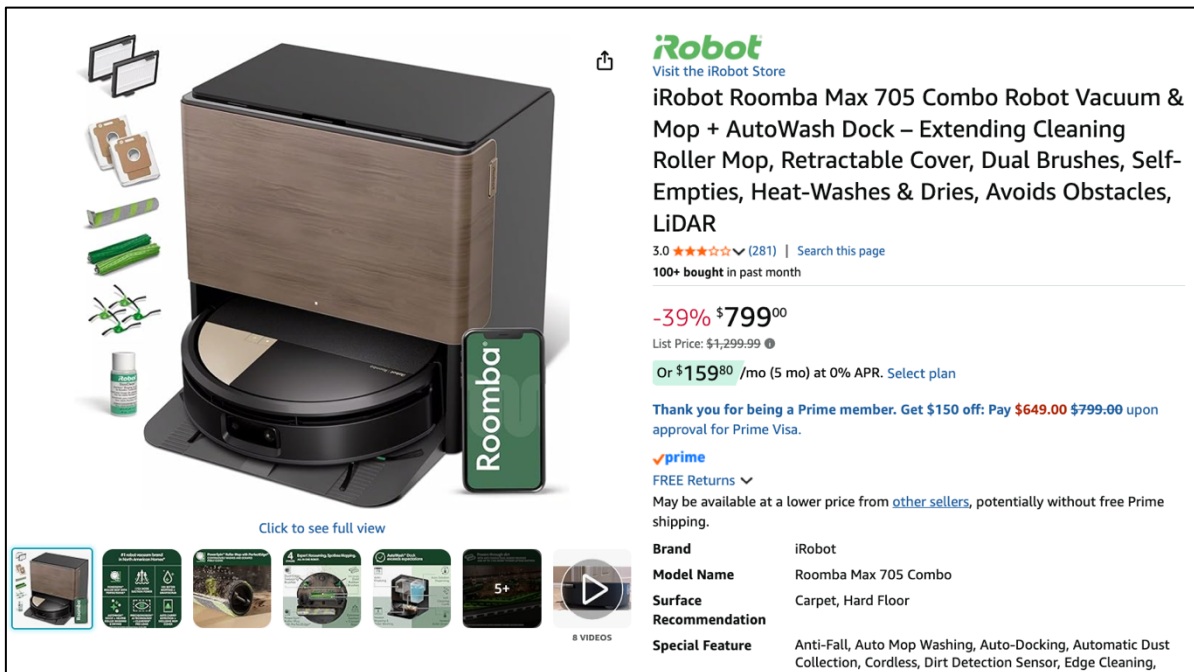
Save \$290. Limited Time Offer. - [Details](#)

Free ground shipping on orders over \$44.99. - [Details](#)

20. These claims about supposed sales are deceptive and misleading to the reasonable consumer. Because Defendant consistently sells its Products at the same “discounted” price, that price is, in fact, the regular price. Defendant thus deceives consumers into thinking they are receiving a “deal” on a high-value product, inducing them to purchase Products at prices they would not otherwise pay.

21. Defendant also uses several third-party retail platforms to carry out its deceptive scheme. For instance, on Target, Amazon and BestBuy.com, Defendant

1 advertises its Products on discount. For instance, these third-party retailer sites
 2 advertise the iRobot Roomba Max 705 Combo Robot Vacuum & Mop + AutoWash
 3 Dock – Extending Cleaning Roller Mop on sale from the \$1,299.99 original reference
 4 price for the discounted price of only \$799.00.



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15 *Amazon Product Page (June 2, 2026)*

16 22. Thus, any third-party sales do not establish that Defendant’s reference
 17 prices are the prevailing market prices. Rather, third-party sales confirm that the
 18 supposed “discounted” prices are what the Products normally sell for, not the original
 19 reference prices.

20 23. Based on Defendant’s advertisements, reasonable consumers
 21 reasonably believe that the purported regular prices Defendant advertises are
 22 Defendant’s former prices—the price at which the goods were actually offered for
 23 sale before the limited-time offer went into effect.

24 24. In other words, reasonable consumers reasonably believe that, prior to
 25 the purportedly time-limited sale, consumers had to pay the “regular” price to get the
 26 Products and did not have the opportunity to get a discount from that “regular” price.
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1 25. Reasonable consumers also reasonably believe that the regular prices
2 Defendant advertises represent the true market value of the Products and are the
3 prevailing prices for those Products.

4 26. Reasonable consumers also reasonably believe that they are receiving
5 reductions from those purported regular prices in the amounts represented.

6 27. In truth, however, Defendant persistently offers discounts from the
7 purportedly “regular” prices it advertises.

8 28. As a result, everything about Defendant’s price and purported discount
9 advertising is false.

10 29. The regular prices Defendant advertises are not Defendant’s actual
11 regular or former prices, do not reflect the prevailing prices for the Products, and do
12 not represent the Products’ true market value.

13 30. Defendant’s Products are consistently available for less than the
14 purported regular prices, and customers did not have to pay the purported regular
15 prices amount to purchase those items.

16 31. The purported discounts Defendant advertises are not the actual
17 discount the customer is receiving and are often not a discount at all.

18 32. Further, Defendant’s purported discounts are not limited in time or
19 expiring soon. Quite the opposite, they are consistently available.

20 **B. DEFENDANT’S ADVERTISEMENTS HARM CONSUMERS.**

21 33. Defendant knows that its fake sales increase revenue because listed sale
22 prices influence purchase decisions.

23 34. Fake sales, especially those using false “regular” prices, can powerfully
24 influence purchasing decisions, with higher “regular” prices leading to higher sale
25 prices.¹

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27 ¹ *E.g.*, Staelin, Urbany, & Ngwe, *Competition and the Regulation of Fictitious*
28 *Pricing*, 87 J. OF MKTG. 1-21 (2023); Amstrong & Chen, *Discount Pricing*, 58
ECON. INQUIRY 1614-27 (2020).

1 35. Based on Defendant’s marketing, reasonable consumers would expect
2 that the advertised regular prices reflect the prices at which Defendant ordinarily and
3 customarily sells its Products—that is, the former prices at which the Products were
4 sold before the introduction of the time-limited discount.

5 36. Reasonable consumers would further expect that, by purchasing during
6 the sale, they are obtaining a Product whose regular price and market value
7 correspond to the advertised reference price, and that they are receiving the
8 advertised discount from that price.

9 37. Moreover, consumers are more likely to purchase a Product when they
10 believe it is on sale and that they are obtaining an item of higher regular price and
11 market value at a substantial discount from what they would otherwise pay.
12 Reasonable consumers are drawn to a sale.

13 38. Consumers presented with discounted prices are substantially more
14 likely to complete a purchase. Research consistently shows that two out of three
15 shoppers actively seek discounts, special offers, or more competitively priced items
16 when making purchasing decisions.² And, “two-thirds of consumers have made a
17 purchase they weren’t originally planning to make solely based on finding a coupon
18 or discount,” while “80% [of consumers] said they feel encouraged to make a first-
19 time purchase with a brand that is new to them if they found an offer or discount.”³

20 39. As one prominent study from the Harvard Business School summarized,
21 laboratory experiments and observational data indicate that false discounts are “a
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23 _____
24 ² *Consumer Behavior Trends: 40 Stats for Retail Success (2026)* available at
<https://www.intelligencecode.com/blog/consumer-behavior-buying-trends-2024/>.

25 ³ *E.g., RetailMeNot Survey: Deals and Promotional Offers Drive Incremental*
26 *Purchases Online, Especially Among Millennial Buyers* (2018),
27 [https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-](https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html)
28 [promotional-offers-drive-incremental-purchases-online-especially-among-](https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html)
[millennial-buyers-300635775.html](https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html), archived at <https://perma.cc/34N6-N8SZ>

1 powerful tool to enhance demand” and have a particularly strong influence on “less-
2 informed consumers.”⁴

3 40. These findings are reinforced by an FTC Staff Report titled *Bringing*
4 *Dark Patterns to Light*, published September 1, 2022. According to the FTC, false
5 discounts and false limited-time messages create a “false belief”—specifically, an
6 illusion of urgency, putting undue pressures on customers to “buy immediately[.]”⁵

7 41. The effect is compounded when consumers believe a discounted price
8 is available only for a limited time. Research has found that limited-time notices
9 create a sense of urgency and heighten the perceived desirability of a product, leading
10 to increased purchase intention.⁶ Limited-time discounts impose a deadline on a sale
11 or deal, forcing consumers to decide under time pressure, accelerating their purchase
12 decision-making, and increasing purchase likelihood.⁷ Indeed, when consumers are
13 exposed to time-sensitive offers, they tend to perceive those offers as more valuable
14 and credible—precisely the effect that fictitious expiration dates are designed to
15 manufacture.⁸

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17 ⁴ Donald Ngwe, *Fake Discounts Drive Real Revenues in Retail*, Harvard Business
18 School Working Paper (2018), available at
19 [www.hbs.edu/ris/Publication%20Files/18-113_16977967-84c0-488d-96e5-
ffba637617d9.pdf](http://www.hbs.edu/ris/Publication%20Files/18-113_16977967-84c0-488d-96e5-ffba637617d9.pdf).

20 ⁵ FTC Staff Report, *Bringing Dark Patterns to Light* at 4, 25 (2022), available at
21 [https://www.ftc.gov/system/files/ftc_gov/pdf/P214800%20Dark%20Patterns%
20Report%209.14.2022%20-%20FINAL.pdf](https://www.ftc.gov/system/files/ftc_gov/pdf/P214800%20Dark%20Patterns%20Report%209.14.2022%20-%20FINAL.pdf).

22 ⁶ Broeder et al., *Limited-time scarcity and competitive arousal in E-commerce. The*
23 *International Review of Retail, Distribution and Consumer Research*, 32(5), 549–
567 (2022), available at <https://doi.org/10.1080/09593969.2022.2098360>.

24 ⁷ Tiemessen et al., *The Time is Ticking: The Effect of Limited Time Discounts on*
25 *Consumers’ Buying Behavior and Experience* (2023) available at
26 [https://gunesacar.net/assets/CHI-EA-23-Time-is-Ticking-Deceptive-Countdown-
Timers.pdf](https://gunesacar.net/assets/CHI-EA-23-Time-is-Ticking-Deceptive-Countdown-Timers.pdf).

27 ⁸ Suvarna et al., *The Effect of Limited-Time Discounts On Consumer Urgency and*
28 *Purchase Behavior* (2025) available at
<https://eprajournals.com/pdf/fm/jpanel/upload/2025/June/202506-01-022750>.

1 42. Defendant’s false advertising thus harms consumers in two related
2 ways. First, it induces consumers to make purchases they would not otherwise have
3 made, or would not have made when they did, by presenting fictitious discounts and
4 artificial urgency as genuine. Second, by artificially stimulating consumer demand
5 through these misrepresentations, Defendant is able to command a price premium for
6 its Products that the market would not otherwise support. The prices Plaintiff and the
7 Class paid were therefore inflated by Defendant’s misrepresentations—absent those
8 misrepresentations, Defendant could not have charged, and Plaintiff and the Class
9 would not have paid, the prices they did.

10 **C. DEFENDANT BREACHED ITS CONTRACT.**

11 43. When Plaintiff purchased Products as described herein, they accepted
12 offers made by Defendant, forming binding contracts at the moment of purchase. The
13 terms of that offer included a representation that the Products had the listed regular
14 price and corresponding market value advertised on the Website, and a promise to
15 provide that Product at the discounted price advertised at the time of purchase.

16 44. By advertising specific regular prices and corresponding discounted
17 prices, Defendant represented that the value of the Products it was providing were
18 equal to the advertised regular price, and agreed to provide Plaintiff those Products
19 at a discount equal to the difference between the advertised regular price and the price
20 Plaintiff actually paid.

21 45. The regular price and market value of the items Plaintiff would receive,
22 along with the discount amount off of the regular price of those items, were specific
23 and material terms of the contract.

24 46. Plaintiff performed their obligations under the contracts by paying for
25 the items they purchased.

26 47. Defendant breached its contracts by failing to provide Plaintiff with
27 Products that have a regular price and market value equal to the regular price
28 displayed, and by failing to provide the discount it promised.

1 **V. CLASS ALLEGATIONS**

2 48. Plaintiff brings this proposed class action lawsuit pursuant to Federal
3 Rule of Civil Procedure 23(b)(2) and Rule 23(b)(3) individually and on behalf of a
4 Class (the “Class”) and a California Subclass (the “California Subclass”; together
5 with the Class, the “Classes”) of all others similarly situated, defined as follows:

6 a. **Nationwide Class**: All persons who, within the applicable statute
7 of limitations period, purchased one or more Products advertised
8 at a discount.

9 b. **California Subclass**: All persons who, while in the state of
10 California and within the applicable statute of limitations period,
11 purchased one or more Products advertised at a discount.

12 49. Excluded from the Classes are: (i) any Judge or Magistrate presiding
13 over this action and members of their families; (ii) Defendant, Defendant’s
14 subsidiaries, parents, successors, predecessors, and any entity in which Defendant or
15 its parents have a controlling interest and its officers and directors; (iii) persons who
16 properly execute and file a timely request for exclusion from the Class; (iv) persons
17 whose claims in this matter have been finally adjudicated on the merits or otherwise
18 released; (v) Plaintiff’s counsel and Defendant’s counsel; and (vi) the legal
19 representatives, successors, and assigns of any such excluded persons.

20 50. **Numerosity**: The exact number of members of the Classes is unknown
21 and not available to Plaintiff at this time, but individual joinder is impracticable. On
22 information and belief, Defendant has many thousands of customers who fall into the
23 definition of the Classes. Members of the Classes can be identified through
24 Defendant’s records.

25 51. **Commonality and Predominance**: There are questions of law and fact
26 common to the claims of Plaintiff and the alleged Classes, and those questions
27 predominate over any questions that may affect individual members of the Classes.
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1 Common questions for the members of the Classes include, but are not necessarily
2 limited to the following:

- 3 a. whether Defendant made false or misleading statements of fact in
4 its advertisements;
- 5 b. whether Defendant violated California's consumer protection
6 statutes;
- 7 c. whether Defendant committed a breach of contract;
- 8 d. whether Defendant committed a breach of an express or implied
9 warranty;
- 10 e. damages needed to reasonably compensate Plaintiff and the
11 proposed Classes.

12 52. **Typicality**: Plaintiff's claims are typical of the proposed Classes. Like
13 the proposed Classes, Plaintiff purchased the Products advertised at a discount from
14 Defendant. There are no conflicts of interest between Plaintiff and the Classes.

15 53. **Adequate Representation**: Plaintiff will fairly and adequately
16 represent and protect the interests of the Classes and has retained counsel competent
17 and experienced in complex litigation and class actions. Plaintiff's claims are
18 representative of the claims of the other members of the Classes. That is, Plaintiff
19 and the members of the Classes sustained injuries and damages as a result of
20 Defendant's conduct. Plaintiff also has no interests antagonistic to those of the
21 Classes, and Defendant has no defenses unique to Plaintiff. Plaintiff and their counsel
22 are committed to vigorously prosecuting this action on behalf of the members of the
23 Classes and have the financial resources to do so. Neither Plaintiff nor their counsel
24 have any conflicts with or interests adverse to the Classes.

25 54. **Superiority**: Class proceedings are superior to all other available
26 methods for the fair and efficient adjudication of this controversy, as joinder of all
27 members of the Classes is impracticable. Individual litigation would not be preferable
28 to a class action because individual litigation would increase the delay and expense

1 to all parties due to the complex legal and factual controversies presented in this
2 Complaint as well as the risk of inconsistent adjudication. By contrast, a class action
3 presents far fewer management difficulties and provides the benefits of single
4 adjudication, economy of scale, and comprehensive supervision by a single court.
5 Through a class action, economies of time, effort, and expense will be fostered, and
6 uniformity of decisions will be ensured.

7 55. Plaintiff reserves the right to revise the foregoing “Class Allegations”
8 and “Class Definitions” based on facts learned through additional investigation and
9 in discovery.

10 **CAUSES OF ACTION**

11 **FIRST CAUSE OF ACTION**

12 **VIOLATIONS OF THE CALIFORNIA’S FALSE ADVERTISING LAW**

13 **Bus. & Prof. Code §§ 17500 & 17501, *et seq.***

14 ***(On Behalf of Plaintiff & the California Subclass)***

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

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

19 58. Defendant has violated Sections 17500 and 17501 of the Business and
20 Professions Code.

21 59. Defendant has violated, and continues to violate, Section 17500 of the
22 Business and Professions Code by disseminating untrue and misleading
23 advertisements to Plaintiff and Subclass members.

24 60. As alleged more fully above, Defendant advertises former prices along
25 with discounts. Defendant does this, for example, by crossing out a higher price (e.g.,
26 \$1,299) and displaying it next to a lower, discounted price. Reasonable consumers
27 would understand prices denoted as “regular” prices from which time-limited
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1 discounts are calculated to denote “former” prices, i.e., the prices that Defendant
2 charged before the time-limited discount went into effect.

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

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

22 63. Defendant’s misrepresentations were intended to induce reliance, and
23 Plaintiff saw, read, and reasonably relied on the statements when purchasing
24 Products. Defendant’s misrepresentations were a substantial factor in Plaintiff’s
25 purchase decision.

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

1 65. Defendant’s misrepresentations were a substantial factor and proximate
2 cause in causing damages and losses to Plaintiff and the Subclass.

3 66. Plaintiff and the Subclass were injured as a direct and proximate result
4 of Defendant’s conduct because (a) they would not have purchased Products if they
5 had known the truth, and/or (b) they overpaid for the Products because the Products
6 were sold at a price premium due to the misrepresentation.

7 **SECOND CAUSE OF ACTION**

8 **VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT**
9 **Cal. Civ. Code § 1750, et seq.**
10 **(On Behalf of Plaintiff & the California Subclass)**

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

13 68. Plaintiff brings this claim individually and on behalf of the members of
14 the California Subclass.

15 69. Plaintiff and the Subclass have engaged in “transactions” with
16 Defendant as that term is defined by California Civil Code § 1761(e).

17 70. Plaintiff and the Subclass are “consumers,” as the term is defined by
18 California Civil Code § 1761(d).

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

23 72. As alleged more fully above, Defendant made and disseminated untrue
24 and misleading statements of fact in its advertisements to Subclass members.
25 Defendant did this by using fake regular prices, i.e., regular prices that are not the
26 prevailing prices, and by advertising fake discounts.

27 73. Defendant violated, and continues to violate, section 1770 of the
28 California Civil Code.

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

6 75. Defendant violated, and continues to violate, section 1770(a)(7) of the
7 California Civil Code. Defendant violates this by misrepresenting that the Products
8 are of a particular standard, quality or grade.

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

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

20 78. Defendant’s representations were likely to deceive, and did deceive,
21 Plaintiff and reasonable consumers. Defendant knew, or should have known through
22 the exercise of reasonable care, that these statements were inaccurate and misleading.

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

26 80. Defendant’s misrepresentations were a substantial factor and proximate
27 cause in causing damages and losses to Plaintiff and the Subclass.
28

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

7 82. On April 14, 2026, a CLRA demand letter was sent to Defendant's
8 registered agent via certified mail (return receipt requested), that provided notice of
9 Defendant's violations of the CLRA and demanded that Defendant correct the
10 unlawful, unfair, false and/or deceptive practices alleged here. Defendant did not
11 fully correct the problem for Plaintiff and for each member of the California Subclass
12 within 30 days of receipt.

13 83. Accordingly, pursuant to California Civil Code § 1780(a)(1), Plaintiff,
14 individually and on behalf of all other members of the California Subclass, seeks
15 actual damages. Pursuant to California Civil Code § 1780(a)(2), Plaintiff,
16 individually and on behalf of all other members of the California Subclass, seeks
17 injunctive relief. Pursuant to California Civil Code § 1780(a)(4), Plaintiff,
18 individually and on behalf of all other members of the California Subclass, seeks
19 punitive damages.

20 84. Plaintiff seeks relief for violations of the CLRA in the form of
21 restitution, and/or disgorgement of ill-gotten gains to compensate and make whole
22 Plaintiff and the California Subclass. Restitution is appropriate because it is more
23 certain, prompt, and efficient as compared to damages. Further, to obtain a full refund
24 as damages, Plaintiff would have to show that the Products no market value, whereas
25 that showing is not required for restitution.

26 85. Plaintiff also seeks injunctive relief in the form of an order enjoining
27 Defendant from continuing to deceptively market its Products. Injunctive relief is
28 appropriate because Defendant continues to deceptively market its Products as "on

1 sale” and continues to claim that those sales represent limited-time or seasonal offers.
2 Injunctive relief is therefore necessary to prevent Defendant from continuing to
3 engage in unlawful conduct and to prevent future harm to Plaintiff and the California
4 Subclass, which cannot be achieved only through available legal remedies.

5 86. Plaintiff faces an imminent threat of future harm. Plaintiff would
6 purchase Products from Defendant again in the future if they could feel sure that
7 Defendant’s “regular” prices accurately reflected Defendant’s former prices and the
8 market value of the Products, and that its discounts were truthful. But without an
9 injunction, Plaintiff has no realistic way to know which—if any—of Defendant’s
10 “regular” prices, discounts, and sales are not false or deceptive. Accordingly, Plaintiff
11 is unable to rely on Defendant’s advertising in the future, and so cannot purchase
12 Products they would like to purchase.

13 87. **Permanent public injunctive relief.** Plaintiff, acting as private attorney
14 general, also seeks public injunctive relief to protect the general public from
15 Defendant’s conduct. Defendant’s false advertising is ongoing and will continue to
16 harm the public absent a permanent public injunction. Accordingly, Plaintiff seeks a
17 permanent injunction to enjoin Defendant from engaging in the misconduct alleged
18 herein

19 **THIRD CAUSE OF ACTION**

20 **VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION LAW**
21 **Cal. Bus. & Prof. Code § 17200, et seq.**
22 **(On Behalf of Plaintiff & the California Subclass)**

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

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

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

1 91. Defendant engaged in unlawful conduct by violating the CLRA and
2 FAL, as alleged above and incorporated here. In addition, Defendant engaged in
3 unlawful conduct by violating the FTCA. The FTCA prohibits “unfair or deceptive
4 acts or practices in or affecting commerce” and prohibits the dissemination of false
5 advertisements. 15 U.S.C. § 45(a)(1), 15 U.S.C. § 52(a). As the FTC’s regulations
6 make clear, Defendant’s false pricing schemes violate the FTCA. 16 C.F.R. § 233.1,
7 § 233.2.

8 92. 16 C.F.R. § 233.1 states:

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

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

29 93. As alleged in detail above, Defendant’s representations that its Products
30 were on sale, that the sale was limited in time, that the Products had a specific regular
31 price, and that the customers were receiving discounts were false, misleading, and
32 “deceptive.”

1 94. Defendant’s representations were misleading to Plaintiff and other
2 reasonable consumers.

3 95. Plaintiff relied upon Defendant’s misleading representations and
4 omissions, as detailed above.

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

9 97. Defendant violated established public policy by violating the CLRA, the
10 FAL, and the FTCA, as alleged above and incorporated here. The unfairness of this
11 practice is tethered to a legislatively declared policy (that of the CLRA, the FAL, and
12 the FTCA).

13 98. The harm to Plaintiff and the Subclass greatly outweighs the public
14 utility of Defendant’s conduct. There is no public utility to misrepresenting the price
15 of a consumer product. This injury was not outweighed by any countervailing
16 benefits to consumers or competition. Misleading advertising of consumer products
17 only injures healthy competition and harm consumers.

18 99. Plaintiff and the Subclass could not have reasonably avoided this injury.
19 As alleged above, Defendant’s representations were deceptive to reasonable
20 consumers like Plaintiff.

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

23 101. For all prongs, Defendant’s representations were intended to induce
24 reliance, and Plaintiff saw, read, and reasonably relied on them when purchasing
25 Products. Defendant’s representations were a substantial factor in Plaintiff’s
26 purchase decision.

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1 102. In addition, Subclass-wide reliance can be inferred because Defendant’s
2 representations were material, i.e., a reasonable consumer would consider them
3 important in deciding whether to buy Products.

4 103. Defendant’s representations were a substantial factor and proximate
5 cause in causing damages and losses to Plaintiff and the Subclass members.

6 104. Plaintiff and the Subclass were injured as a direct and proximate result
7 of Defendant’s conduct because (a) they would not have purchased the Products if
8 they had known that they were not discounted, and/or (b) they overpaid for the
9 Products because the Products were sold at the regular price and not at a discount.

10 105. Plaintiff faces an imminent threat of future harm. Plaintiff would
11 purchase Products from Defendant again in the future if they could feel sure that
12 Defendant’s “regular” prices accurately reflected Defendant’s former prices and the
13 market value of the Products, and that its discounts were truthful. But without an
14 injunction, Plaintiff has no realistic way to know which—if any—of Defendant’s
15 “regular” prices, discounts, and sales are not false or deceptive. Accordingly, Plaintiff
16 is unable to rely on Defendant’s advertising in the future, and so cannot purchase
17 Products they would like to purchase.

18 106. **Permanent public injunctive relief.** Plaintiff, acting as private attorney
19 general, also seeks public injunctive relief to protect the general public from
20 Defendant’s conduct. Defendant’s false advertising is ongoing and will continue to
21 harm the public absent a permanent public injunction. Accordingly, Plaintiff seeks a
22 permanent injunction to enjoin Defendant from engaging in the misconduct alleged
23 herein.

24 **FOURTH CAUSE OF ACTION**

25 **BREACH OF CONTRACT**
26 **(On Behalf of Plaintiff & the Nationwide Class)**

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

1 108. Plaintiff brings this claim individually and on behalf of the members of
2 the Nationwide Class against Defendant. In the alternative, Plaintiff brings this cause
3 of action individually and on behalf of the California Subclass.

4 109. Plaintiff and Class members entered into contracts with Defendant when
5 they placed orders to purchase Products on Defendant’s Website.

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

8 111. The contracts further required that Defendant provide Plaintiff and Class
9 members with Products that have a market value equal to the regular prices displayed
10 on the Website. They also required that Defendant provide Plaintiff and Class
11 members with a discount equal to the difference between the price paid, and the
12 regular prices advertised. These were specific and material terms of the contract.

13 112. The specific discounts were a specific and material term of each
14 contract.

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

17 114. Defendant breached its contracts with Plaintiff and Class members by
18 failing to provide Products that had a “regular” price, former price, and/or prevailing
19 market value equal to the regular price displayed on the Website, and by failing to
20 provide the promised discount. Defendant did not provide the discount that it had
21 promised.

22 115. As a direct and proximate result of Defendant’s breaches, Plaintiff and
23 Class members were deprived of the benefit of their bargained-for exchange, and
24 have suffered damages in an amount to be established at trial.

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FIFTH CAUSE OF ACTION
BREACH OF EXPRESS WARRANTY
(On Behalf of Plaintiff & the California Subclass)

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

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

118. Defendant, as the manufacturer, marketer, distributor, supplier, and/or seller of the Products, issued material, written warranties by advertising that the Products had a prevailing market value equal to the regular price displayed on the 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.

119. This warranty was part of the basis of the bargain and Plaintiff and members of the Subclass relied on this warranty. In fact, the Product's stated market value was not the prevailing market value. Thus, the warranty was breached.

120. Plaintiff provided Defendant with notice of this breach of warranty, by mailing a notice letter to Defendant's headquarters, on April 14, 2026.

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

SIXTH CAUSE OF ACTION
BREACH OF IMPLIED WARRANTY
(On behalf of Plaintiff & the California Subclass)

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

1 123. Plaintiff brings this cause of action individually and on behalf of
2 members of the California Subclass.

3 124. As described in greater detail above, Defendant impliedly warranted that
4 the Products had a market value equal to the regular price displayed on Defendant's
5 Website.

6 125. This warranty was part of the basis of the bargain and Plaintiff and
7 members of the Subclass relied on this warranty.

8 126. In fact, the Products did not have a market value equal to the regular
9 price displayed. Thus, the warranty was breached. Plaintiff provided Defendant with
10 notice of this breach of warranty, by mailing a notice letter to Defendant's
11 headquarters, on April 14, 2026.

12 127. Plaintiff and the Subclass were injured as a direct and proximate result
13 of Defendant's breach, and this breach was a substantial factor in causing harm,
14 because (a) they would not have purchased Products if they had known the truth, or
15 (b) they overpaid for the Products because the Products were sold at a price premium
16 due to the warranty.

17 **SEVENTH CAUSE OF ACTION**

18 **QUASI CONTRACT/UNJUST ENRICHMENT**
19 **(On behalf of Plaintiff & the Nationwide Class)**

20 128. Plaintiff and the Nationwide Subclass members incorporate the
21 foregoing allegations as if fully set forth herein.

22 129. Plaintiff brings this cause of action individually and on behalf of the
23 Nationwide Class. In the alternative, Plaintiff brings this claim individually and on
24 behalf of the California Subclass.

25 130. As alleged in detail above, Defendant's false and misleading advertising
26 caused Plaintiff and the Class to purchase Products and to pay a price premium for
27 these Products.
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1 131. In this way, Defendant received a direct and unjust benefit, at Plaintiff's
2 expense.

3 132. Plaintiff and the Class seek restitution.

4 **EIGHTH CAUSE OF ACTION**

5 **NEGLIGENT MISREPRESENTATION**
6 **(On behalf of Plaintiff & the California Subclass)**

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

9 134. Plaintiff brings this cause of action individually and on behalf of the
10 California Subclass.

11 135. As alleged more fully above, Defendant made false representations and
12 material omissions of fact to Plaintiff and Subclass members concerning the
13 existence and/or nature of the discounts and savings advertised.

14 136. These representations were false.

15 137. When Defendant made these misrepresentations, it knew or should have
16 known that they were false. Defendant had no reasonable grounds for believing that
17 these representations were true when made.

18 138. Defendant intended that Plaintiff and Subclass members rely on these
19 representations and Plaintiff and Subclass members read and reasonably relied on
20 them.

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

24 140. Defendant's misrepresentations were a substantial factor and proximate
25 cause in causing damages and losses to Plaintiff and Subclass members.

26 141. Plaintiff and Subclass members were injured as a direct and proximate
27 result of Defendant's conduct because (a) they would not have purchased Products if
28 they had known that the representations were false, and/or (b) they overpaid for the

1 Products because the Products were sold at a price premium due to the
2 misrepresentation.

3 **NINTH CAUSE OF ACTION**

4 **INTENTIONAL MISREPRESENTATION**
5 **(On behalf of Plaintiff & the California Subclass)**

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

8 143. Plaintiff brings this cause of action individually and on behalf of the
9 California Subclass.

10 144. As alleged more fully above, Defendant made false representations and
11 material omissions of fact to Plaintiff and Subclass members concerning the
12 existence and/or nature of the discounts and savings advertised.

13 145. These representations were false.

14 146. When Defendant made these misrepresentations, it knew or should have
15 known that they were false. Defendant had no reasonable grounds for believing that
16 these representations were true when made.

17 147. Defendant intended that Plaintiff and Subclass members rely on these
18 representations and Plaintiff and Subclass members read and reasonably relied on
19 them.

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

23 149. Defendant's misrepresentations were a substantial factor and proximate
24 cause in causing damages and losses to Plaintiff and Subclass members.

25 150. Plaintiff and Subclass members were injured as a direct and proximate
26 result of Defendant's conduct because (a) they would not have purchased Products if
27 they had known that the representations were false, and/or (b) they overpaid for the
28

1 Products because the Products were sold at a price premium due to the
2 misrepresentation.

3 **TENTH CAUSE OF ACTION**

4 **FRAUD**

4 **(On behalf of Plaintiff & the Nationwide Class)**

5 151. Plaintiff and the Class members incorporate the foregoing allegations as
6 if fully set forth herein.

7 152. Plaintiff brings this cause of action individually and on behalf of the
8 Nationwide Class.

9 153. As alleged in detail above, Defendant, through its website and online
10 retailers, like Amazon, represented that its Products were “on sale” as part of
11 purported limited time or seasonal discounts—and prominently displayed purported
12 sale prices and false reference prices for each of its Products.

13 154. Defendant did not disclose the truth on any platform, i.e., that its
14 Products were not actually “on sale” and that purported sale prices were, in fact, the
15 item’s ordinary, market price.

16 155. Defendant made these misrepresentations and omissions intending to
17 deceive Plaintiff and members of the Nationwide Class into purchasing the Products
18 at their fake sale price.

19 156. When Defendant advertised sales, promoted specific sale prices and
20 listed purported reference prices, it knew those representations were false and
21 misleading. Defendant knew its Products were not being sold for a discount but,
22 rather, at their ordinary, market price.

23 157. The misrepresentations and omissions were also material because the
24 price of the Products and the existence of any discount on them are important factors
25 to a reasonable consumer.

26 158. Defendant’s fraudulent misrepresentations and omissions directly and
27 proximately caused injury in fact and actual damage to Plaintiff and members of the
28 Nationwide Class. Absent Defendant’s misrepresentations and omissions, Plaintiff

1 and the Class members would not have purchased the Products or would have paid
2 substantially less for them.

3 159. Plaintiff, individually and on behalf of the Nationwide Class, seeks
4 compensatory and punitive damages in an amount to be determined at trial.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff, individually and on behalf of all others similarly
7 situated, respectfully requests that this Court enter judgment against Defendant and
8 in favor of Plaintiff and the Classes, and grant the following relief:

- 9
- 10 a. For an order certifying the Classes and naming Plaintiff as the
11 representative of the putative Classes and Plaintiff's attorneys as
12 Class Counsel to represent the putative Class members;
 - 13 b. For an order declaring that the Defendant's conduct violates the
14 statutes and laws referenced herein;
 - 15 c. For an order finding in favor of Plaintiff and the Classes on all
16 counts asserted herein;
 - 17 d. For damages, treble damages, and punitive damages where
18 applicable in an amount to be determined by the Court and/or
19 jury;
 - 20 e. For prejudgment interest on all amounts awarded;
 - 21 f. For injunctive relief, restitution, and disgorgement, as pleaded or
22 as the Court may deem proper;
 - 23 g. For an order awarding Plaintiff and the putative Classes their
24 reasonable attorneys' fees and expenses and cost of suit; and
 - 25 h. Any additional relief that the Court deems reasonable and just.

26 **JURY TRIAL DEMANDED**

27 Plaintiff demands a trial by jury for all issues so triable.

1 Dated: June 3, 2026

Respectfully submitted,

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By: /s/ Raphael Janove
Raphael Janove

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Raphael Janove (SBN 361193)

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Counsel for Plaintiff & the Proposed Classes

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I, Raymond Taylor, declare:

1. I am a Plaintiff in this action. If called upon to testify, I could and would competently testify to the matters contained herein based upon my personal knowledge.

2. I submit this Declaration pursuant to California Code of Civil Procedure § 2015.5 and California Civil Code § 1780(d).

3. As set forth in my complaint, I purchased Defendant iRobot Corporation's "Roomba® 105 Vac Robot + AutoEmpty™ Dock."

4. The Central District of California is the proper place for the trial of this action because the transaction, or a substantial portion thereof, occurred in Los Angeles County.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct.

06/03/26

Date



Raymond Taylor