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Superior Court of California,  
County of Los Angeles  
4/19/2024 10:40 AM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By J. Covarrubias, Deputy Clerk

Attorneys for Plaintiffs,  
DAVIDA MINOR and ASHA AYANNA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

DAVIDA MINOR and ASHA AYANNA,  
individually and on behalf of all others  
similarly situated,  
  
Plaintiffs,  
  
v.  
  
FAVORITE WORLD, LLC; and DOES 1-100,  
inclusive,  
  
Defendants.

Case No.: **24STCV09896**  
**CLASS ACTION COMPLAINT**  
**1. Violation of California’s Consumers  
Legal Remedies Act**  
**2. Violations of California’s Unfair  
Competition Law [Cal. Bus. § 17200, et.  
Seq.]**

**JURY TRIAL DEMANDED**

1 Plaintiff DAVIDA MINOR (“Plaintiff Minor”) and Plaintiff ASHA AYANNA (“Plaintiff  
2 Ayanna”) (collectively referred to herein as “Plaintiffs”) bring this action against FAVORITE  
3 WORLD, LLC; and DOES 1-100, inclusive, (collectively referred to herein as “Defendants” and/or  
4 “Shapermint”), individually and on behalf of all others similarly situated, and allege upon personal  
5 knowledge as to Plaintiffs’ acts and experiences, and, as to all other matters, upon information and  
6 belief, including investigation conducted by Plaintiffs’ attorneys.

7 **NATURE OF THE ACTION**

8 1. This is a consumer protection action that seeks to remedy Defendants’ unlawful and  
9 deceptive business practices with respect to misleading sale promotions advertised on Defendants’  
10 website as limited time discounted offers that, in reality, never end.

11 2. Advertised “sale” prices are important to consumers as they are more likely to  
12 purchase an item if they know they are getting a good deal. If consumers think a sale will end soon,  
13 they more are likely to buy now, rather than wait, comparison shop, and/or buy a different product.

14 3. While there is nothing wrong with legitimate sales, fake sales that include made-up  
15 regular prices, made-up discounts, and made-up expirations are deceptive and illegal. Defendants’  
16 supposed “sales” are just that – fake, deceptive, and illegal.

17 4. As the Federal Trade Commission advises in its *Guides Against Deceptive Pricing*, it  
18 is deceptive to make up an “artificial, inflated price ... for the purpose of enabling the subsequent  
19 offer of a large reduction” of that price. 16 C.F.R § 233.1. As a result, false sales violate California’s  
20 general prohibition on unfair and deceptive business practices. *See* Cal. Bus. Prof. Code § 17200.

21 5. Additionally, California law provides that “No price shall be advertised as a former  
22 price unless the alleged former price was the prevailing market price ... within three months next  
23 immediately preceding” the advertising. Cal. Bus. & Prof. Code § 17501.

24 6. Here, Defendants manufacture, market, advertise, and/or sell undergarments and  
25 shapewear, including bras, underwear, leggings, camis, bodysuits, swim wear, among other related  
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1 products (the “Products”). The Products are sold online through Defendants’ website,  
2 shapermint.com.

3 7. Defendants’ website prominently advertises sales on its website. These  
4 advertisements include sitewide percentages off (for example up to 70% off) purported “regular”  
5 prices, purported discounts, and a countdown timer that purportedly shows when the sale will end.  
6 Countdown timers are a known powerful marketing strategy that creates the fear of missing out.  
7 Countdown timers are a scarcity tactic which marketers strategically employ to create the perception  
8 of product scarcity which, in turn, promotes purchase interest in a product and/or service.

9 8. For example:  
10 SPRING SALE UP TO 70 % OFF



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22 Captured March 13, 2024

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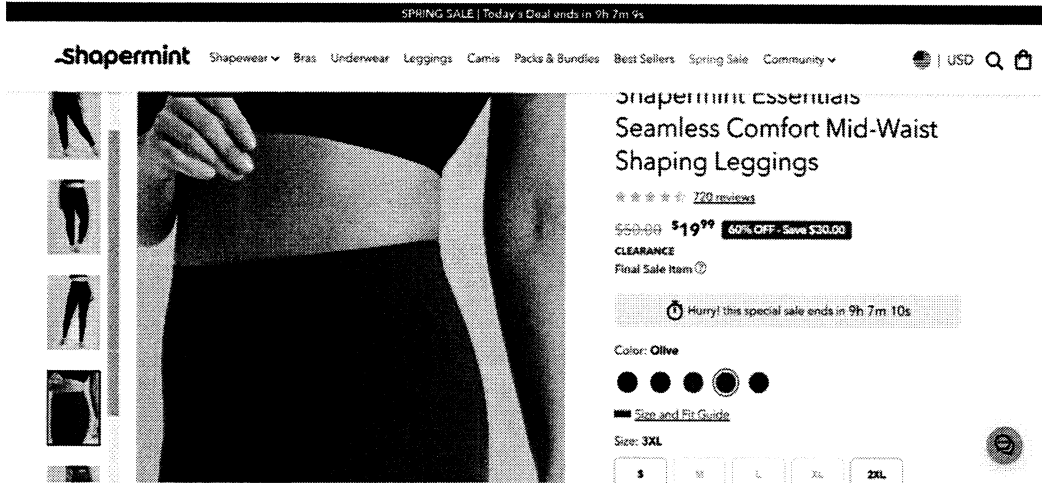
9. Countdown Timer:



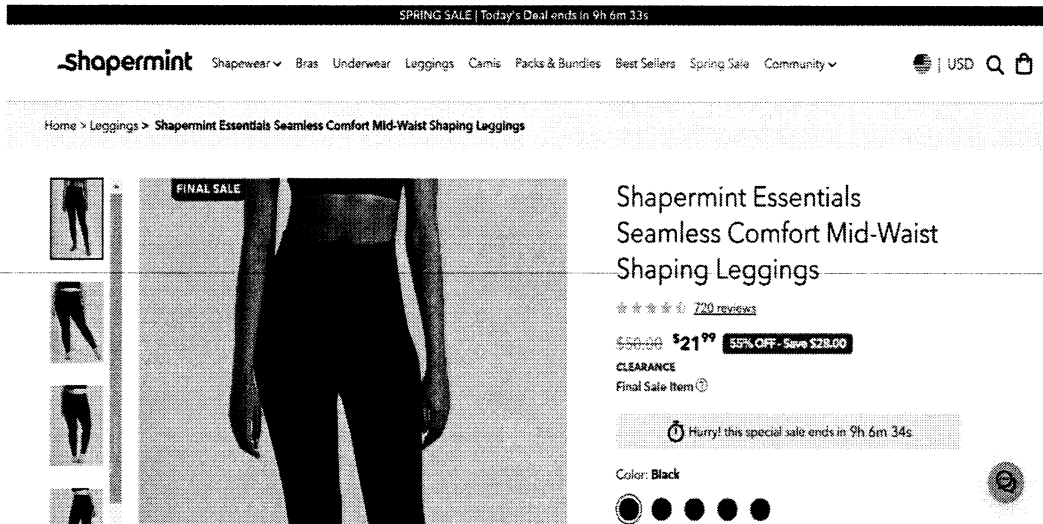
as Underwear Leggings Camis Packs & Bundles Best Sellers Spring Sale Com

Captured March 13, 2024.

10. Purported Discounts and Regular Prices in Strikethrough Font:



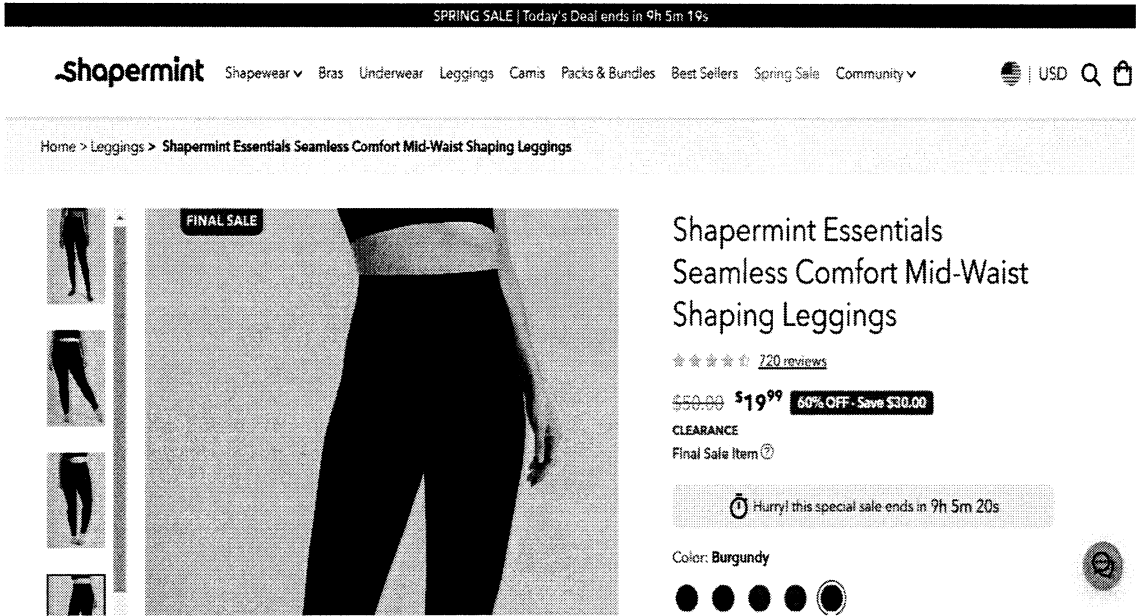
Captured May 13, 2024



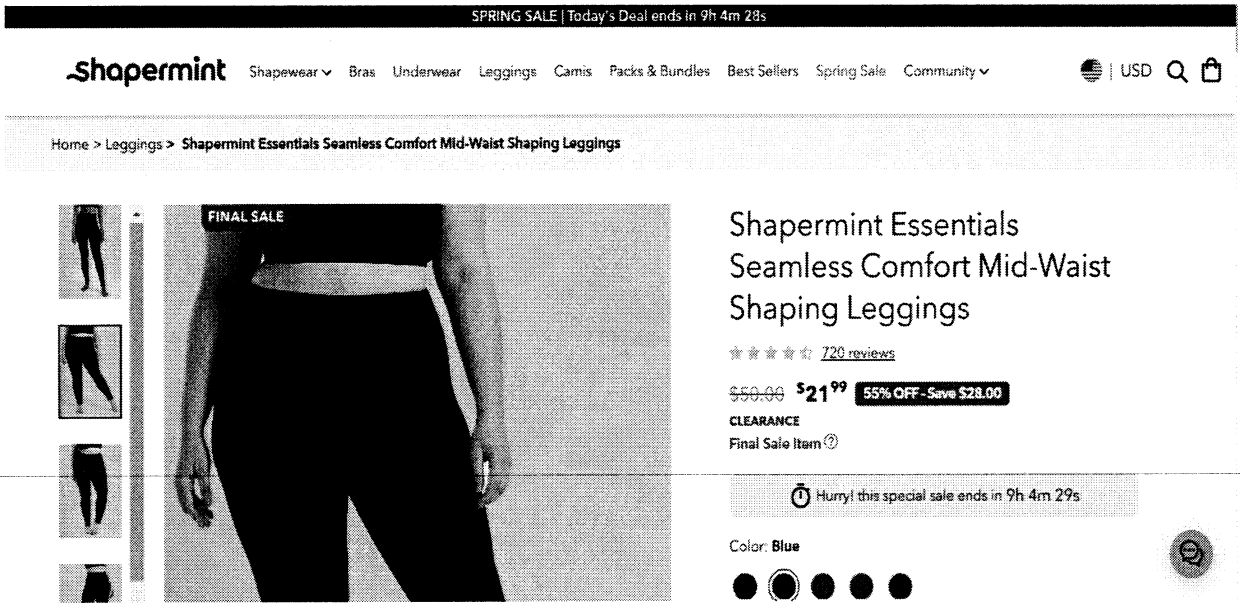
Captured May 13, 2024



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Captured May 13, 2024



Captured May 13, 2024

11. Everything about these advertisements is false. The sales Defendants advertise are not limited time-events where the Products are marked down from their regular retail prices because Defendants' Products never retail at the purported regular price listed in strikethrough font. In fact,

1 the Products always retail at a much lower price than the “regular” price. And when the countdown  
2 timer ends, the sales do not end. Instead, they are immediately replaced by a different sale offering  
3 comparable discounts or Defendants simply restart the timer and begin the countdown to a false end  
4 date.

5 12. Plaintiff Minor bought including but not limited to the following products online on  
6 Defendants’ website on or about February 5, 2023: Shapermint Essentials Seamless Comfort Mid-  
7 Waist Shaping Leggings Olive; Shapermint Essentials Seamless Comfort Mid-Waist Shaping  
8 Leggings Black; Shapermint Essentials Seamless Comfort Mid-Waist Shaping Leggings Burgundy;  
9 and Shapermint Essentials Seamless Comfort Mid-Waist Shaping Leggings Blue.

10 13. Like other customers, when Plaintiff Minor bought the leggings, Defendants  
11 advertised that a purported sale was going on and that the products were heavily discounted. When  
12 Plaintiff Minor purchased the leggings from Defendants’ website, the countdown timer indicated  
13 that the purported sale would end in a limited time. Plaintiff Minor believed that the leggings she  
14 purchased usually retailed for the displayed regular price of \$50. She further believed that she was  
15 getting a substantial discount from the regular price as the advertised sale purportedly discounted  
16 the price(s) down to \$19.99 and/or \$17.99 and/or \$21.99. Plaintiff Minor also believed that the sale  
17 would end soon as a result of Defendants’ prominent countdown timer.

18 14. Plaintiff Ayanna purchased Products online from Defendants’ website in June 2021.

19 15. When Plaintiff Ayanna bought her Products, Defendants advertised that a purported  
20 sale was going on for a limited time and that the Products were heavily discounted. Plaintiff Ayanna  
21 believed the products usually retailed for the displayed regular price. She further believed that she  
22 was getting a substantial discount from the regular price. Plaintiff Ayanna also believed that the sale  
23 would end soon as a result of Defendants’ countdown timer.

24 16. These reasonable beliefs are what caused Plaintiffs to buy from Defendants. If  
25 Plaintiffs had known that the Products they purchased were not on sale, they would not have made  
26 the purchase.

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1 17. In reality, Defendants advertised “regular” prices are not the prevailing regular prices,  
2 and the sales Defendants advertise are not really time-barred sales.

3 18. For example, Defendants run the same sale for over ninety days, simply retitling the  
4 sale with a different name in accordance with a different theme, holiday or season (e.g., Holiday  
5 Sale, Semi-Annual Sale, Valentine’s Day Sale, Presidents’ Day Sale, Spring Sale) with one  
6 purportedly separate sale running immediately into the next such that the Products are never sold at  
7 their “regular prices.”

8 19. For example, on December 12, 2023, Defendants advertised a limited time 70 percent  
9 off “Holiday Sale”:



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16 Captured December 12, 2023

17 20. On January 2, 2024, Defendants again advertised a limited time 70 percent off sale,  
18 this time retitled as a “Semi-Annual Sale”:



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26 Captured January 2, 2024



1           21. On February 11, 2024, Defendants advertised the same 70 percent off limited time  
2 sale as a “Valentine’s Day Sale”:



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12 Captured February 11, 2024

13           22. Had Defendants been truthful, Plaintiffs and other consumers would not have  
14 purchased the Products or would have paid less for them.

15           23. In addition to using fake timers that countdown fake limited time sales, Defendants  
16 use a prominently displayed fake timer at checkout that reads “Your order is reserved for 59:00  
17 minutes.”



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26 Captured March 13, 2024





1 Minor's purchase.

2 **PARTIES**

3 30. Plaintiff DAVIDA MINOR is an individual consumer who, at all times relevant to  
4 this action, was a citizen of and resided in California.

5 31. Plaintiff Minor resides in the county of Los Angeles and purchased leggings from  
6 Defendants' website while residing in Los Angeles, County in or around February 2023.

7 32. Plaintiff ASHA AYANNA is an individual consumer who, at all times relevant to this  
8 action, was a citizen of and resided in California.

9 33. Plaintiff Ayanna resides in Fresno, California and made her purchase from  
10 Defendants' website in or around June 2021.

11 34. Defendant FAVORITE WORLD, LLC is a Nevada Limited Liability Company that  
12 at all relevant times, was authorized to do business in the State of California and is doing business  
13 in California. Defendant FAVORITE WORLD, LLC does business as Shapermint.

14 35. The true names and capacities of the DOE Defendants sued herein as DOES 1 through  
15 100, inclusive, are currently unknown to Plaintiffs, who therefore sues each such Defendant by said  
16 fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the  
17 unlawful acts alleged herein. Plaintiffs will seek leave of Court to amend this Complaint to reflect  
18 the true names and capacities of the Doe Defendants when such identities become known.

19 36. Plaintiffs are further informed and believes that, at all relevant times, each Defendant  
20 was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary,  
21 affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the  
22 other Defendants, and was engaged with some or all of the other defendants in a joint enterprise for  
23 profit, and bore such other relationships to some or all of the other Defendants so as to be liable for  
24 their conduct with respect to the matters alleged in this complaint. Plaintiffs are further informed  
25 and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the  
26 relationships alleged above, and that at all relevant times, each Defendant knew or should have  
27

1 known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of  
2 all other Defendants.

3 **FACTUAL ALLEGATIONS**

4 37. Defendants manufacture, advertise, market, and/or sell shapewear, including but not  
5 limited to, bras, underwear, leggings, camis, bodysuits, swim wear, among other related products  
6 directly to consumers through the website, shapermint.com.

7 38. Defendants' website creates an illusion that consumers are receiving a limited-time  
8 discount. Defendants do this by advertising misleading limited-time sales, false "regular" prices,  
9 and fake discounts based on the purported regular price.

10 **False limited-time sales:**

11 39. Defendants' purported sales frequently advertise up to 70% discounts off purported  
12 regular prices.

13 40. On March 13, 2024, Defendants advertised a limited time Spring Sale offering up to  
14 70% Off on their home page, which included a prominent banner displayed at the top indicating the  
15 sale will end by the end of the day.



23 **Shop By Category**

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25 Captured March 13, 2024

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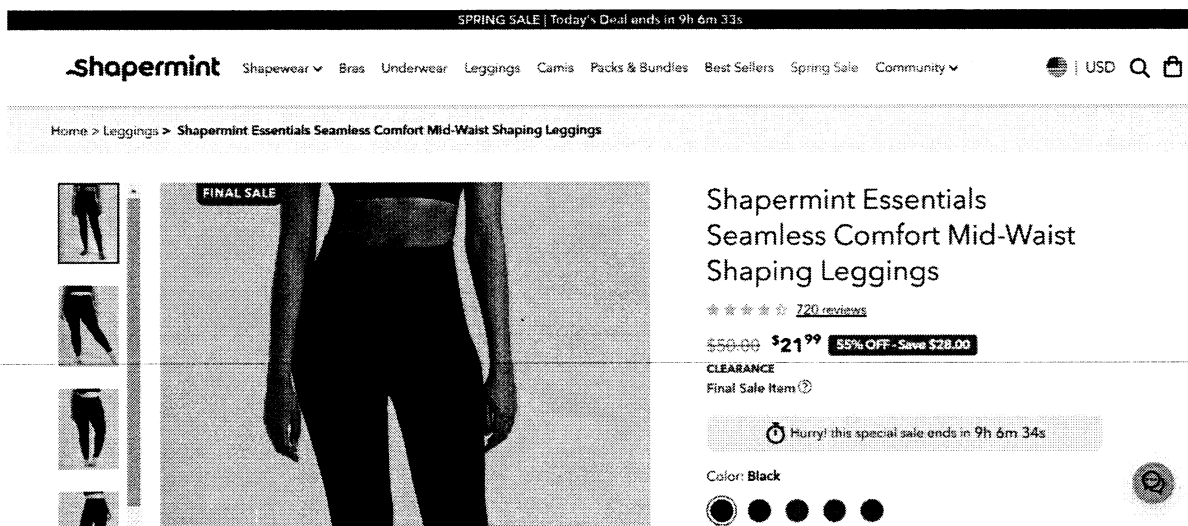
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1 41. On March 13, 2024, upon clicking on the particular leggings products Plaintiff Minor  
2 purchased on or around February 5, 2023, as described *supra*, Defendants advertised the limited  
3 time sale:



12 Captured March 13, 2024

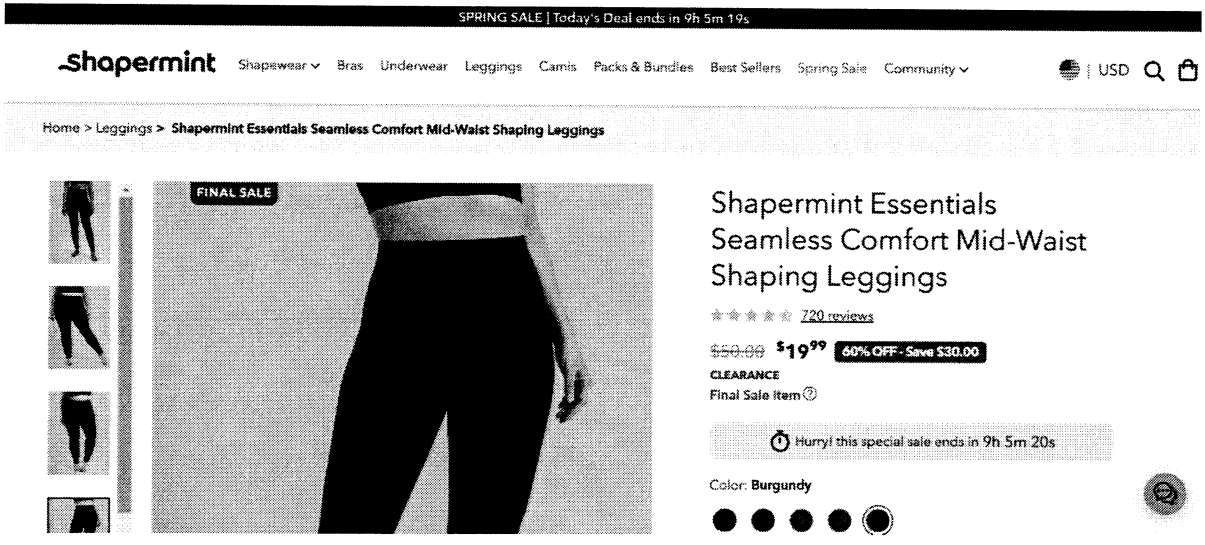


13 Captured March 13, 2024

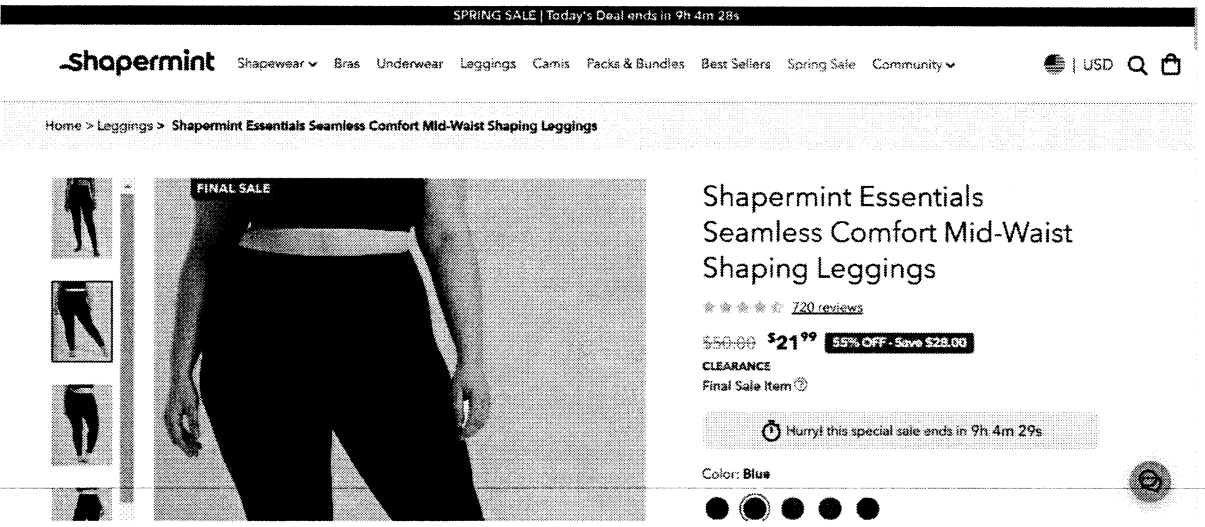
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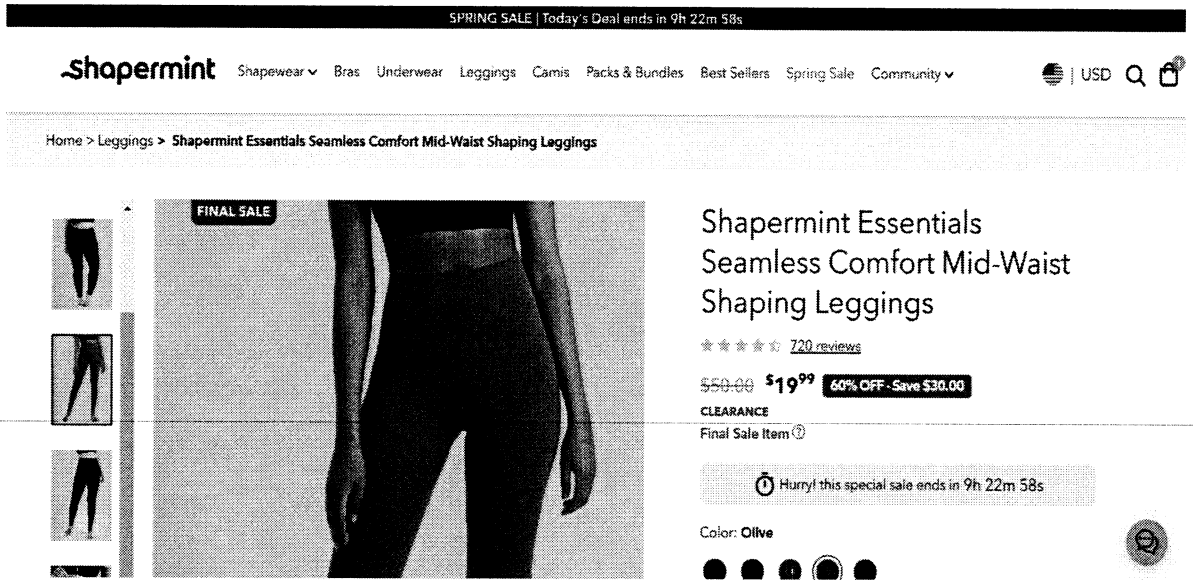
42. On March 13, 2024, Defendants website indicated that the up to 70% off sale would end by the end of day. Unlike the countdown timer indicated, the next day, on March 14, 2024, Defendants advertised the same limited time Spring Sale offering up to 70% off, with the same prominently displayed timer/countdown banner again indicating the sale will end by end of the day.

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Captured on March 14, 2024

43. On March 14, 2024, again upon clicking on a particular Product, Defendants advertised the discounted sale price that would end at the end completion of the countdown timer :

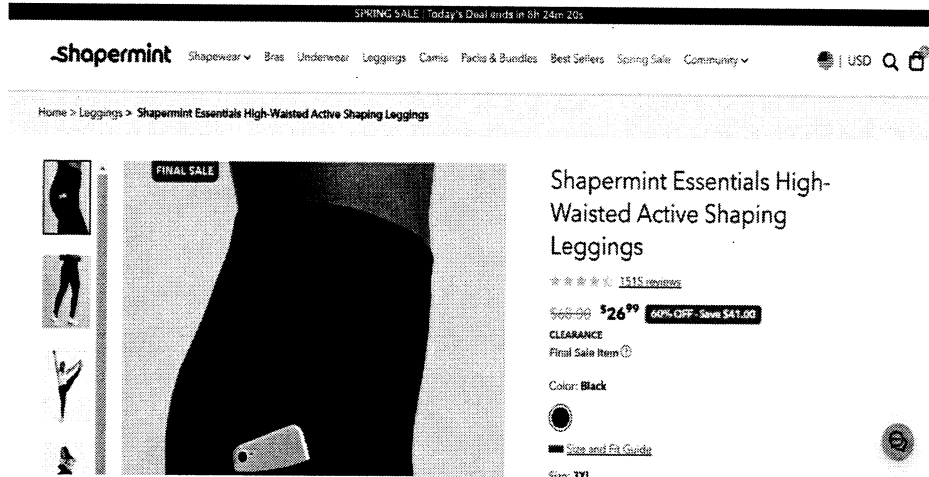


Captured March 14, 2024

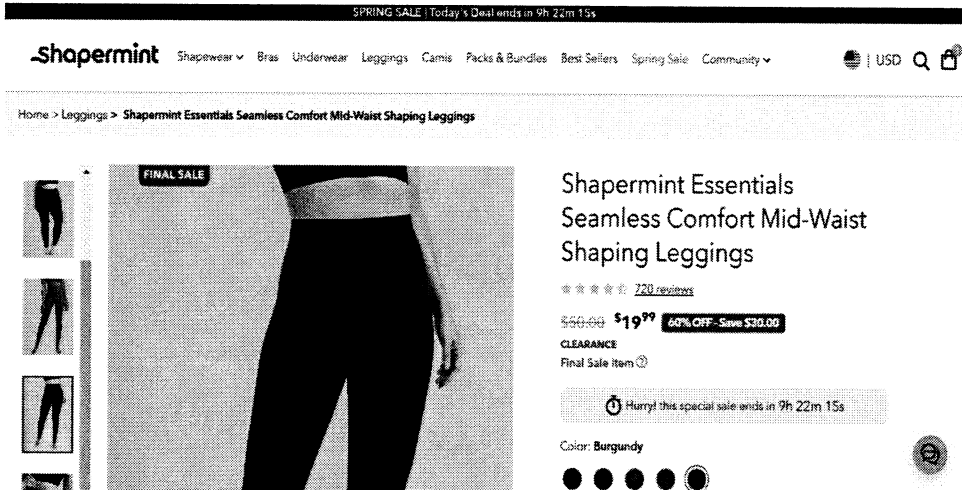
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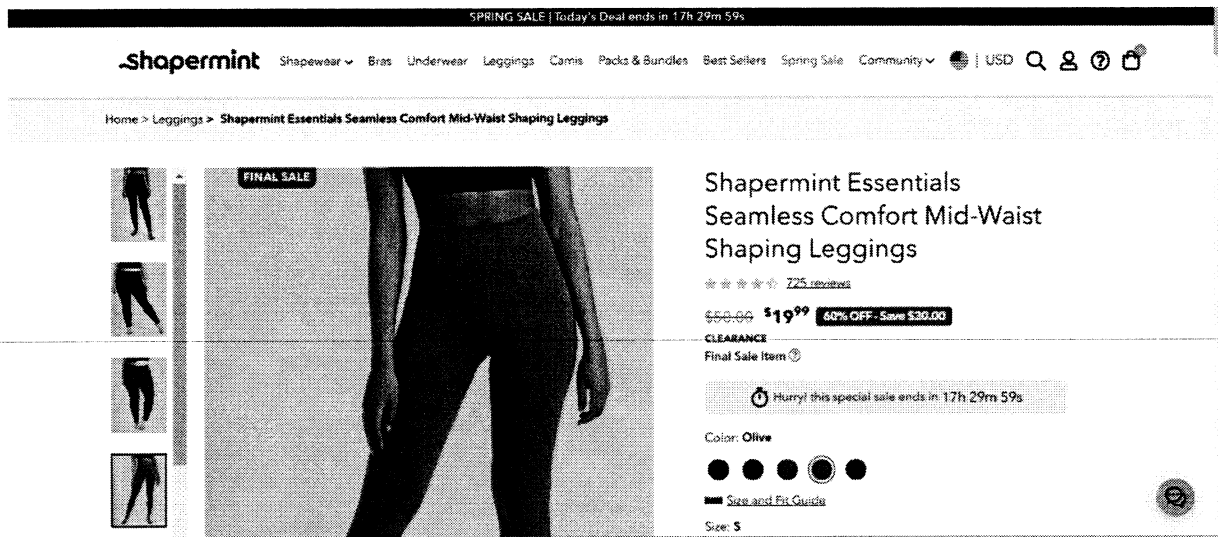
Captured March 14, 2024

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2 44. The following day, On March 15, 2024, Defendants restarted the countdown timer  
3 and advertised the same limited time Spring Sale offering up to 70% Off with a new countdown  
4 timer.



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11 Captured March 15, 2024

12 45. On March 15, 2024, again Defendants advertised the same limited sales on the  
13 Products:  
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23 Captured March 15, 2024

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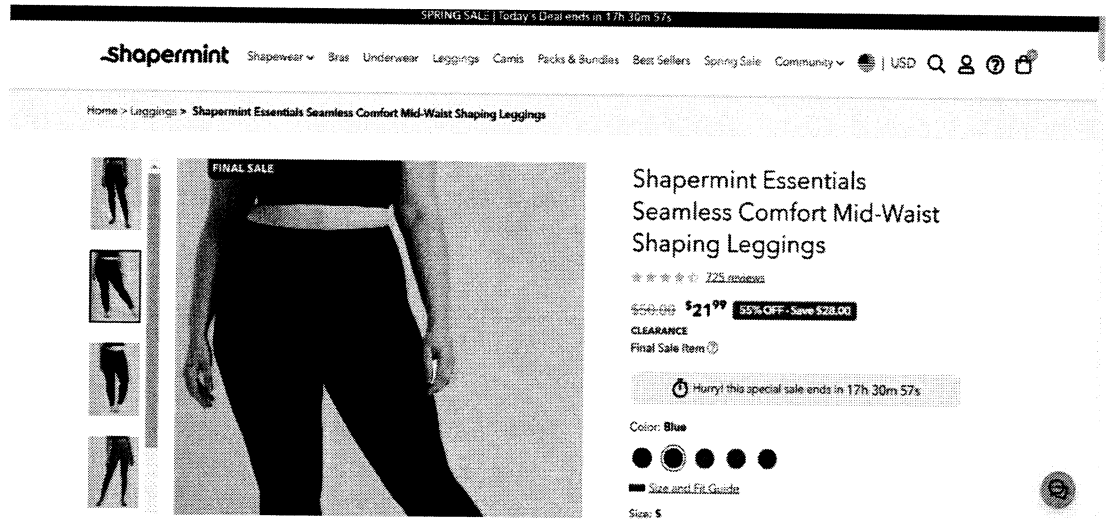
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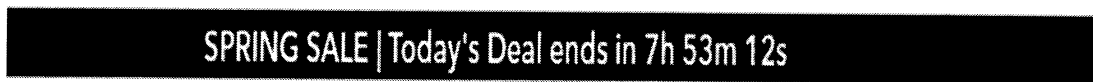
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Captured March 15, 2024

38. The timers prominently displayed on Defendants' home page and each webpage counts down to midnight, at which point the sale will purportedly end.

39. However, at midnight, the sale does not end. Instead, the same sale is advertised the next day with a new timer that again indicates the sale will expire at midnight. Thus, the day after day, for example, on March 14, 2024, and again on March 15, 2024, Defendants restarted the timer for the same "Spring Sale!" The timer again, indicated that the sale would end at midnight.



as Underwear Leggings Camis Packs & Bundles Best Sellers Spring Sale Com

Captured on March 14, 2024

40. On information and belief, Defendants continue this practice on a daily basis. Rather than having a sale expire at midnight, as the website represents, Defendants instead change the timer the next day to indicate that the sale will end at midnight the same day. Each day, a new timer is set

up to countdown to midnight, at which point the purported sale will end. However, the “sale” never ends and each day an updated timer appears on Defendants’ website.

41. Defendants’ website persistently misleads consumers into believing that a sale is ending soon, when in fact it does not.

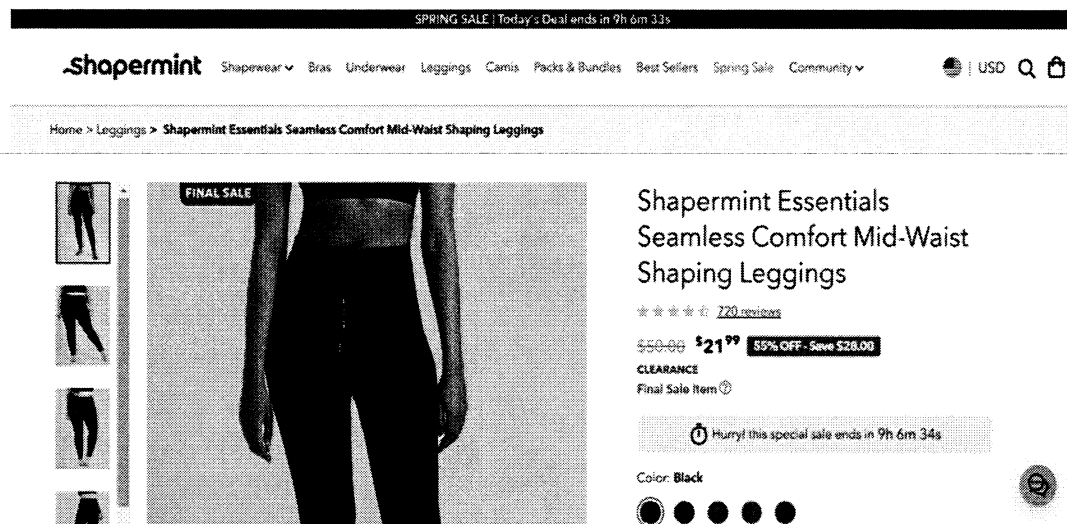
False regular prices and fake discounts:

42. Defendants’ website also lists fake regular prices (that is, prices reflecting the list price or value of an item) and purported discounts.

43. For example, Defendants frequently advertise Products with significant discounts.



Captured March 13, 2024



Captured March 13, 2024

1           44. When Plaintiffs made their purchase, the Products were purportedly on sale for a  
2 limited amount of time. Plaintiffs relied on these representations at the time of purchase.

3           45. In reality, these sales were not for a limited time, and on information and belief, the  
4 products offered for sale on Defendants' website, including the Products Plaintiffs purchased, were  
5 never actually sold within the relevant statutory period at the listed retail price on which the  
6 purported discounted price is based. Moreover, Defendants run the same and/or similar sale(s) for  
7 more than three months such that the Products are never offered at the advertised "original" price  
8 in violation of California law. Plaintiffs relied on the represented list prices falsely believing they  
9 were in fact the prices that the Products were normally offered for sale outside the limited timeframe  
10 when a discounted sale price was offered.

11           46. By listing fake regular prices and fake discounts, Defendants mislead consumers into  
12 believing that they are getting a good deal, and that they need to act fast in order to get the deal.

13           **A. Defendants' advertisements violate California Law**

14           47. As the Federal Trade Commission states in its' *Guides Against Deceptive pricing*,  
15 "where an artificial, inflated price was established for the purpose of enabling the subsequent offer  
16 of a large reduction – the 'bargain' being advertised is a false one." 16 C.F.R. § 233.1. Advertising  
17 such false "bargains" is false, misleading, and unfair. Accordingly, it violates California's Unfair  
18 Competition law, which bans unlawful, unfair, or fraudulent" business acts and practices. *See* Cal.  
19 Bus. & Prof. Code § 17200.

20           **California's Consumers Legal Remedies Act**

21           48. In addition, California's Consumers Legal Remedies Act, specifically prohibits  
22 "[m]aking false or misleading statements of fact concerning reasons for, existence of, or amounts  
23 of, price reductions." Cal. Civ. Code § 1770(a)(13). Defendants' advertisements make false  
24 statements regarding the time limits of the sale, when in fact the sale continues on a daily basis.  
25 Defendants' advertisements also make false statements about the existence of the sale, and the  
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1 amounts of price reductions, when in fact, the Products are never sold at the advertised “regular”  
2 price.

3 **California’s Unfair Competition Law**

4 49. Further, under California law, “No price shall be advertised as a former price ... unless  
5 the alleged former price was the prevailing market price ... within three months next immediately  
6 preceding”). Cal. Bus. & Prof. Code § 17501. As described in further detail above, Defendants  
7 advertise their Products using alleged former prices that were not the prevailing market prices within  
8 the preceding three months.

9 50. Moreover, the UCL defines unfair business competition to include any "unlawful,  
10 unfair, or fraudulent" act or practice. Cal. Bus. & Prof. Code § 17200.

11 51. A business act or practice is "unlawful" under the UCL if it violates any other law or  
12 regulation.

13 52. In addition, a business act or practice is "unfair" under the UCL if it offends an  
14 established public policy or is immoral, unethical, oppressive, unscrupulous or substantially  
15 injurious to consumers.

16 53. Defendants’ conduct violated California’s Consumers Legal Remedies Act, Cal. Civ.  
17 Code § 1770(1)(13), and California’s unfair competition laws by advertising fake sales – that is,  
18 sales with made up regular prices, made up discounts, and made up expirations that misled  
19 consumers.

20 **Defendants’ advertisements harm consumers.**

21 54. Based on Defendants’ advertisements, reasonable consumers would expect that the  
22 listed regular prices are prices that Defendants sells its Products for. Reasonable consumers would  
23 also expect that, if they purchase during the sale, they will receive a discount from the regular  
24 purchase price.

25 55. In addition, consumers are more likely to buy the product if they believe that the  
26 product is on sale and that they are getting a substantial discount.

1           56. Consumers that are presented with discounts are substantially more likely to make the  
2 purchase. For example, "two-thirds of consumers have made a purchase they weren't originally  
3 planning to make solely based on finding a coupon or discount," while "80% [of consumers] said  
4 they feel encouraged to make a first-time purchase with a brand that is new to them if they found an  
5 offer or discount."<sup>1</sup>

6           57. As such, Defendants' advertisements harm consumers by inducing them to make  
7 purchases based on false information.

8           **Plaintiffs were misled by Defendants' Misrepresentations.**

9           58. On March 9, 2023, Plaintiff Minor bought at least four leggings products (described  
10 *supra*) from Defendants' website, shapermint.com, while living in the county of Los Angeles,  
11 California.

12           59. Plaintiff Minor purchased the leggings for \$17.99 and/or \$19.99 and/or \$21.99 per  
13 product plus tax. The products were advertised as being on sale for a limited time at the time Plaintiff  
14 Minor purchased the leggings. Plaintiff Minor's invoice represented that she was receiving a  
15 substantial discount for the leggings. The invoice falsely represented that the "regular" price of the  
16 leggings was \$50 plus tax.

17           60. In June 2021, Plaintiff Ayanna bought products from Defendants' website,  
18 shapermint.com, while living in Fresno, California.

19           61. When Plaintiff Ayanna made her purchase, she believed the products were on sale for  
20 a limited time and falsely believed that she was receiving a substantial discount.

21           62. Plaintiffs read and relied on the representations on Shapermint's website indicating  
22 that the products had the advertised "regular" price, and that they were receiving a discount as  
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25 <sup>1</sup> RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases Online, Especially Among  
26 Millennial Buyers (prnewswire.com). <https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html#:~:text=SocialBoost->  
27 [RetailMeNot%20Survey%3A%20Deals%20and%20Promotional%20Offers%20Drive%20Incremental%20Purchases%20Online,finding%20a%20coupon%20or%20discount](https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html#:~:text=SocialBoost-). Last visited on April 16, 2024.

1 compared to the regular price. Plaintiffs would not have purchased the products if they knew that  
2 Defendants' Products were not on sale, and that they were not in fact receiving a discount.

3 **CLASS ALLEGATIONS**

4 63. Plaintiffs bring this class action pursuant Cal. Code. Civ. Proc. § 382 on behalf of the  
5 following class ("Class" or "Class Members"):

6 All persons who, while in the state of California, purchased one or more of  
7 Defendants' Products advertised at a discount on Defendants' website at any  
8 time from four years preceding the filing of this Complaint through certification.

9 64. Excluded from the from the Class are: (i) Defendants and their officers, directors, and  
10 employees; (ii) any person who files a valid and timely request for exclusion; and (iii) judicial  
11 officers and their immediate family members and associated court staff assigned to the case.

12 65. Plaintiffs reserve the right to amend or otherwise alter the class definition presented  
13 to the Court at the appropriate time, or to propose sub-classes, in response to facts learned through  
14 discovery, legal arguments advanced by Defendants, or otherwise.

15 66. The Class is appropriate for certification because Plaintiffs can prove the elements of  
16 the claims on a classwide basis using the same evidence as would be used to prove those elements  
17 in individual actions alleging the same claims.

18 67. Numerosity: Class Members are so numerous that joinder of all members is  
19 impracticable. Plaintiffs believe that there are hundreds of consumers who are Class Members  
20 described above who have been damaged by Defendants' practices.

21 68. Commonality: There is a well-defined community of interest in the common questions  
22 of law and fact affecting all Class Members. The questions of law and fact common to the Class  
23 Members which predominate over any questions which may affect individual Class Members  
24 include, but are not limited to:

- 25 a. Whether Defendants made false or misleading statements of fact in their  
26 advertisements;
- 27 b. Whether Defendants violated state consumer protection statutes;

- 1 c. Whether Defendants practices violate California's Consumers Legal Remedies Act;
- 2 d. Whether Defendants practices violate California's Unfair Competition law, California
- 3 Business and Professions Code sections 17200, *et. seq.*,
- 4 e. Damages needed to reasonably compensate Plaintiffs and Class Members; and
- 5 f. Whether Plaintiffs and the proposed Class Members are entitled to an award of
- 6 reasonable attorneys' fees, pre-judgment interest and costs of this suit.

7 69. Typicality: Plaintiffs are members of the Class they seek to represent. Plaintiffs'  
8 claims are typical of the claims of each Class Member in that every member of the Class was  
9 susceptible to the same unlawful conduct and purchased the Products advertised at a discount on  
10 Defendants' website. Plaintiffs are entitled to relief under the same causes of action as the other  
11 Class Members.

12 70. Adequacy: Plaintiffs are adequate Class representatives because Plaintiffs' interests  
13 do not conflict with the interests of the Class Members Plaintiffs seek to represent; the alleged  
14 claims are common to all other members of the Class, and Plaintiffs have a strong interest in  
15 vindicating Plaintiffs' rights; Plaintiffs have retained counsel competent and experienced in  
16 complex class action litigation and Plaintiffs intend to vigorously prosecute this action. Plaintiffs  
17 have no interests which conflict with those of the Class. The Class Members' interests will be fairly  
18 and adequately protected by Plaintiffs and proposed Class Counsel. Defendants have acted in a  
19 manner generally applicable to the Class, making relief appropriate with respect to Plaintiffs and  
20 the Class Members. The prosecution of separate actions by individual Class Members would create  
21 a risk of inconsistent and varying adjudications.

22 71. Superiority: The Class is properly brought and should be maintained as a class action  
23 because a class action is superior to traditional litigation of this controversy. A class action is  
24 superior to the other available methods for the fair and efficient adjudication of this controversy  
25 because:



- 1 a. The joinder of hundreds of individual Class Members is impracticable, cumbersome,  
2 unduly burdensome, and a waste of judicial and/or litigation resources;
- 3 b. The individual claims of the Class Members may be relatively modest compared with  
4 the expense of litigating the claim, thereby making it impracticable, unduly  
5 burdensome, and expensive to justify individual actions;
- 6 c. When Defendants' liability has been adjudicated, all Class Members' claims can be  
7 determined by the Court and administered efficiently in a manner far less burdensome  
8 and expensive than if it were attempted through filing, discovery, and trial of all  
9 individual cases;
- 10 d. This class action will promote orderly, efficient, expeditious, and appropriate  
11 adjudication and administration of Class claims;
- 12 e. Plaintiffs know of no difficulty to be encountered in the management of this action  
13 that would preclude its maintenance as a class action;
- 14 f. This class action will assure uniformity of decisions among Class Members;
- 15 g. The Class is readily definable and prosecution of this action as a class action will  
16 eliminate the possibility of repetitious litigation; and
- 17 h. Class Members' interests in individually controlling the prosecution of separate  
18 actions is outweighed by their interest in efficient resolution by single class action;

19 72. In the alternative, the Class also may be certified because Defendants have acted or  
20 refused to act on grounds generally applicable to the Class thereby making final declaratory and/or  
21 injunctive relief with respect to the members of the Class as a whole, appropriate.

22 73. Plaintiffs seek preliminary and permanent injunctive and equitable relief on behalf of  
23 the Class, on grounds generally applicable to the Class, to enjoin and prevent Defendants from  
24 engaging in the acts described, and to require Defendants to provide full restitution to Plaintiffs and  
25 Class members.

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1 74. Unless the Class is certified, Defendants will retain monies that were taken from  
2 Plaintiffs and Class members as a result of Defendants' wrongful conduct.

3 **FIRST CAUSE OF ACTION**

4 **Violation of California's Consumers Legal Remedies Act**  
5 **(On behalf of Plaintiffs and Class Members Against Defendants)**

6 75. Plaintiffs re-allege and incorporates by reference all allegations set forth in the  
7 preceding paragraphs as if fully set forth herein.

8 76. Plaintiffs bring this cause of action on behalf of Plaintiffs and Class Members.

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

11 78. Plaintiffs and Class Members have engaged in "transactions" with Defendants as that  
12 term is defined by California Code Civil Procedure § 1761(e).

13 79. The conduct alleged in this Complaint constitutes unfair methods of competition and  
14 unfair and deceptive acts and practices for the purpose of the CLRA, and the conduct was  
15 undertaken by Defendants in transactions intended to result in, and which did result in the sale of  
16 goods to consumers.

17 80. As alleged fully above, Defendants made and disseminated untrue and misleading  
18 statements of facts in their advertisements to Class Members. Defendants did this by advertising  
19 limited-time offers that were not limited in time, using fake regular prices, and advertising fake  
20 discounts.

21 81. Defendants violated, and contuse to violate, §1770(a)(13) of the California Civil Code  
22 by making false or misleading statements of fact concerning reasons for existence of, or amount of,  
23 price reductions on its website. Defendants have violated § 1770(a)(13) by (1) misrepresenting the  
24 regular price of products on its website, (2) advertising discounts and saving that are exaggerated  
25 or nonexistent, (3) misrepresenting that the discounts and savings on its website are available only  
26 for a limited time, when in fact they are not, and (4) regularly available.

27 82. Defendants violated, and continue to violate, § 1770(a)(5) of the California Civil Code  
28 by representing that products offered for sale on its website have characteristics or benefits that they

1 do not have. Defendants represent that the value of their Products are greater than it actually is by  
2 advertising inflated regular prices and fake discounts for products.

3 83. Defendants violated, and continue to violate, § 1770(a)(9) of the California Civil  
4 Code. Defendants violated this by advertising its products as being offered at a discount, when in  
5 fact Defendants do not intend to see the products at a discount.

6 84. Defendants' representations were likely to deceive, and did deceive, Plaintiffs and  
7 other Class Members. Defendants knew, or should have known through exercise of reasonable care,  
8 that these statements were inaccurate and misleading.

9 85. Defendants' misrepresentations were intended to induce reliance, and Plaintiffs saw,  
10 read and reasonably relied on them when purchasing Defendants' Products. Defendants'  
11 misrepresentations were a substantial factor in Plaintiffs' purchase decision.

12 86. In addition, class-wide reliance can be inferred because Defendants'  
13 misrepresentations were material, i.e., reasonable consumers would consider them important in  
14 deciding whether to buy Defendants' Products.

15 87. Defendants' misrepresentations were substantial factor and proximate cause in  
16 causing damages and losses to Plaintiffs sand Class Members.

17 88. Plaintiffs and Class members were injured as a direct and proximate result of  
18 Defendants' conduct because (a) they would not have purchased Defendants' Products if they had  
19 known that the discounts, regular prices, and/or the limited-time offers were not real, and/or (b) they  
20 would have paid less for the Products.

21 89. Accordingly, pursuant to California Civil Code § 1780(a)(2), Plaintiffs, on behalf of  
22 herself and all other Class Members, seeks injunctive relief.

23 **SECOND CAUSE OF ACTION**

24 **Violation of California Unfair Competition Law ("UCL")**

25 **Cal. Bus. & Prof. Code § 17200 *et seq.***

26 **(On behalf of Plaintiffs and Class Members Against Defendants)**

1           90. Plaintiffs re-allege and incorporate by reference all allegations set forth in the  
2 preceding paragraphs as if fully set forth herein.

3           91. Defendants have violated California’s Unfair Competition Law (UCL) by engaging  
4 in unlawful, fraudulent, and unfair conduct (i.e., violating each of the three prongs of the UCL).

5           ***The Unlawful Prong***

6           92. Defendants engaged in unlawful conduct by violating the CLRA, as alleged above  
7 and incorporated here.

8           ***The Deceptive Prong***

9           93. As alleged in detail above, Defendants’ representations that their Products were on  
10 sale, that the sale was limited in time, that the Products had a specific regular price, and that the  
11 customers were receiving discounts were false and misleading.

12           94. Defendants’ representations were misleading to Plaintiffs and other reasonable  
13 consumers.

14           95. Plaintiffs relied on Defendants’ misleading representations and omissions, as detailed  
15 above.

16           ***The Unfair Prong***

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

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

23           98. The harm to Plaintiffs and Class Members greatly outweighs the public utility of  
24 Defendants’ conducts. There is no public utility to misrepresenting the price of a consumer product.  
25 This injury was not outweighed by any countervailing benefits to consumers or competition.  
26 Misleading consumer products only injure healthy competition and harm consumers.



1 99. Plaintiffs and the Class Members could not have reasonably avoided this injury.

2 100. As alleged above, Defendants' representations were deceptive to reasonable  
3 consumers, like Plaintiff.

4 101. Defendants' conduct, as alleged above, was immoral, unethical, oppressive,  
5 unscrupulous, and substantially injurious to consumers.

6 102. For all prongs, Defendants' misrepresentations were intended to induce reliance, and  
7 Plaintiffs saw, read, and reasonably relied on them when purchasing Defendants Products.  
8 Defendants' representations were a substantial factor in Plaintiffs' purchase decision.

9 103. In addition, class-wide reliance can be inferred because Defendants' representations  
10 were material, i.e., a reasonable consumer would consider them important in deciding whether to  
11 buy Defendants' Products.

12 104. Defendants' representations were a substantial factor and proximate cause in causing  
13 damages and losses to Plaintiffs and Class Members.

14 105. Plaintiffs and Class Members were injured as a direct and proximate result of  
15 Defendants' conduct because (a) they would not have purchased the Products if they had known  
16 that they were not discounted, and/or (b) they overpaid for Defendants' Products because the  
17 Products are sold at the regular price and not at a discount.

18 **JURY DEMAND**

19 106. Plaintiffs demand a trial by jury on all issues so triable.

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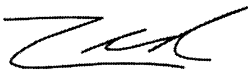
**REQUEST FOR RELIEF**

Plaintiffs, individually and on behalf of the Class, requests for judgment as follows:

- (a) Declaring this action to be a proper class action and certifying Plaintiffs as the representative of the Class, and Plaintiffs’ attorneys as Class Counsel to represent the Class and Class Members;
- (b) An order declaring that Defendants’ conduct violates the statutes referenced herein;
- (c) Entering preliminary and permanent injunctive relief against Defendants, directing Defendants to correct its practices and to comply with California’s Consumers Legal Remedies Act;
- (d) Actual and compensatory damages for injuries suffered by Plaintiffs and Class Members;
- (e) Awarding Plaintiffs and Class Members statutory and exemplary damages where permitted;
- (f) Awarding Plaintiffs and Class Members restitution and disgorgement where permitted;
- (g) Awarding monetary damages, including treble damages as permitted by law;
- (h) For both pre- and post-judgment interest on any amounts awarded;
- (i) Awarding Plaintiffs and the Class Members their costs and expenses incurred in this action, including reasonable allowance of fees for Plaintiffs’ attorneys and experts, and reimbursement of Plaintiffs’ expenses and cost of suits; and
- (j) Granting such other and further relief as the Court may deem just and proper.

Dated: April 19, 2024

**CROSNER LEGAL, P.C.**

By:   
 Brandon Brouillete  
 Craig W. Straub  
 Zachary M. Crosner  
 Attorneys for Plaintiffs

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Lawsuit Claims Shapermint Advertises Fake Discounts Online](#)

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