

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

JULIETTE LUNDBORG, KATIE BEAVER,  
and ANNEMARIE MCQUILLAN, each  
individually and on behalf of all others  
similarly situated,

*Plaintiffs,*

v.

EVRY JEWELS, INC.

*Defendant.*

Case No.

**CONSOLIDATED CLASS ACTION  
COMPLAINT**

**DEMAND FOR JURY TRIAL**

OREGON UNLAWFUL TRADE  
PRACTICES ACT  
CALIFORNIA FALSE ADVERTISING  
LAW  
CALIFORNIA CONSUMER LEGAL  
REMEDIES ACT  
CALIFORNIA UNFAIR COMPETITION  
LAW  
WASHINGTON CONSUMER  
PROTECTION ACT

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

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2.

While there is nothing wrong with a legitimate sale, a fake one—that is, one with made-up regular or former prices (known as “reference prices”), made-up discounts, and made-up expirations—is deceptive and illegal. This case is about false and misleading reference prices, discounts, and sales.

4.

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

1 5.

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

4 6.

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

13 7.

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

18 8.

19 Likewise, Washington's consumer protection law prohibits deceptive and false  
20 discounting and pricing in a materially similar manner. For example, like California's Unfair  
21 Competition Law, the Washington Consumer Protection Act prohibits "[u]nfair methods of  
22 competition and unfair or deceptive acts or practices." *See* Wash. Rev. Code Ann. § 19.86.020.

23 9.

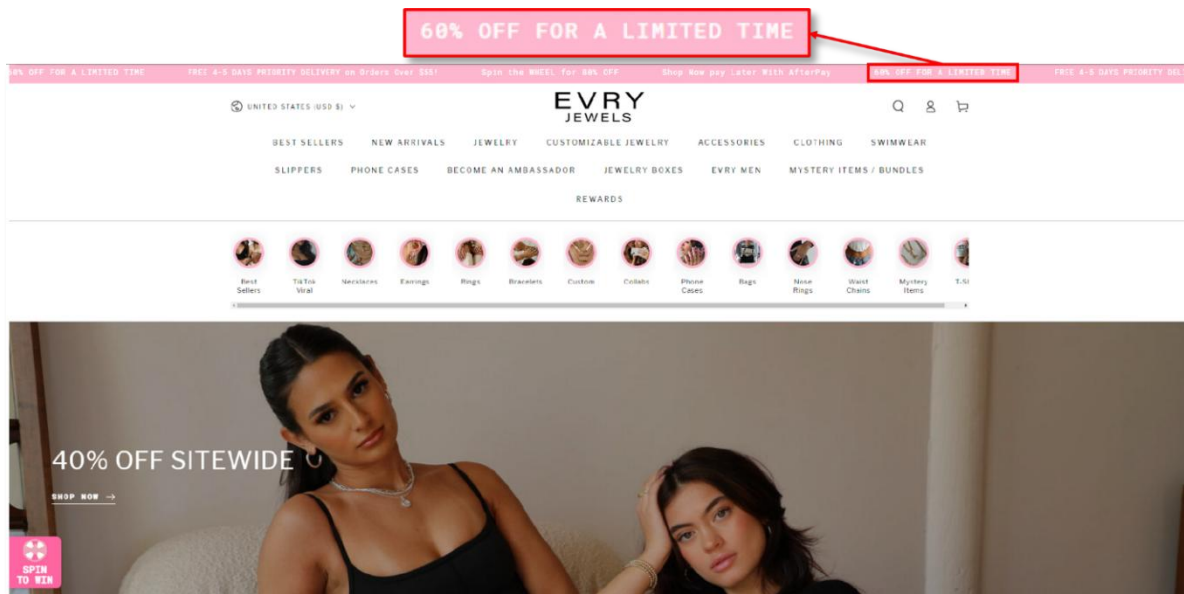
24 So, as numerous courts have found, fake sales violate these laws.

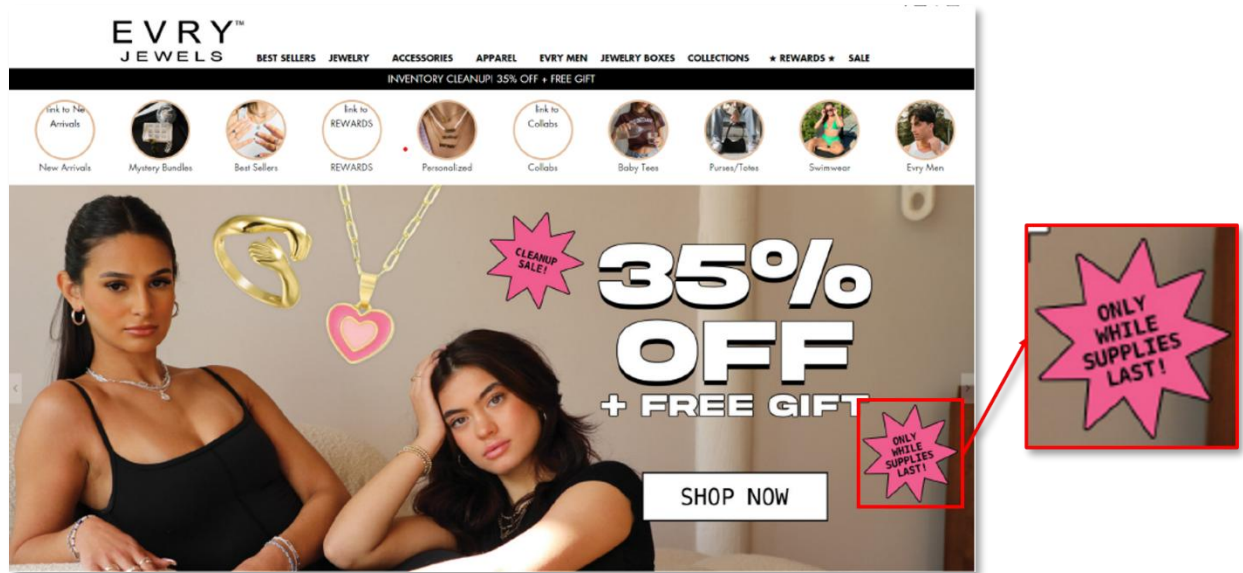
10.

Defendant Evry Jewels, Inc. (“Defendant” or “Evry Jewels”) sells and markets jewelry products and accessories online. The products at issue are advertised at a discount and sold by Defendant through its website, Evryjewels.com (the “Products”).

11.

Defendant’s website prominently advertises purportedly time-limited, sitewide or virtually sitewide, sales for the Products. These sales offer “X% OFF” and can be seen on the Evryjewels.com homepage. Representative examples of the sitewide sales are shown below.





12.

In addition, on individual Product listing pages, Defendant advertises purported discounts off regular and former prices. These advertisements include a purported discount price alongside a strike-out of a purported regular price and/or a “% OFF” descriptor:



13.

But these advertisements are false and misleading. Defendant routinely offers sitewide or virtually sitewide discounts off the purported regular and former prices previously charged on the website. In other words, the sales are not limited in time; instead, they routinely reset and continue to be available (albeit, in certain cases, with a different name or in different amounts). Plus, the reference prices Defendant advertises are not actually Defendant's regular prices (the prices it usually charges) or the prevailing market prices, because Defendant's Products are regularly available for less than those prices. The purported discounts Defendant advertises are not the true discount the customer is receiving, and are often not a discount at all, because customers can buy Defendant's Products at the discount price during an advertised sale or using a discount code.

14.

Plaintiffs purchased Products from Defendant online on Evryjewels.com. Like Defendant's other customers, when Plaintiffs bought the Products, Defendant advertised that a purported sale was going on, and that the Products were heavily discounted. Plaintiffs believed that the Products that they purchased usually retailed for the displayed regular price. They believed the reference prices were the regular and former prices charged by Defendant, in the recent past and for a substantial time. They further believed that they were getting a substantial discount from the regular price, that the sale would end soon, and that the Products had a market value of the advertised reference prices. These reasonable beliefs are what caused them to buy from Defendant. If they had known that the Products they purchased were not genuinely on sale, they would not have bought them or would have paid less.

15.

1 But none of that was true. Defendant's published reference prices were not the true  
2 regular prices or the prevailing regular prices. The purported discounts were not true discounts.  
3 And the sales Defendant advertised were not really time-limited sales. Again, had Defendant  
4 been truthful, Plaintiffs and other consumers would have paid less for the Products, or would not  
5 have purchased them at all.

6 16.

7 Plaintiffs bring this case for themselves and the other customers who purchased Products  
8 from Defendant's website.

9 **Parties.**

10 17.

11 Plaintiff Juliette Lundborg is domiciled in Corvallis, Oregon.

12 18.

13 Plaintiff Katie Beaver is domiciled in Danville, California.

14 19.

15 Plaintiff AnneMarie McQuillan is domiciled in Tacoma, Washington.

16 20.

17 The proposed Class includes citizens of Oregon, California, and Washington.

18 21.

19 Defendant Evry Jewels, Inc. is a foreign corporation. It is a Canadian company with its  
20 principal place of business at 95 Boulevard Hymus, Pointe-Claire, Quebec H9R 1E2, Canada.

21 **Jurisdiction and Venue.**

22 22.

23 This Court has jurisdiction over Defendant under ORCP 4. Defendant does business in  
24 this state. Defendant advertises and sells products to consumers in Oregon, and serves a market

1 for their products in Oregon. Due to Defendant's actions, their products have been marketed and  
2 sold to consumers in Oregon and harmed consumers in Oregon. Plaintiffs' claims arise out of  
3 Defendant's actions in this forum. Due to Defendant's actions, Plaintiff Lundborg purchased  
4 Products from Defendant in Oregon, and was harmed in Oregon.

5 **Facts.**

6 **Defendant's fake sales and discounts.**

7 23.

8 Defendant makes, sells, and markets the Products. Defendant sells its Products directly  
9 to consumers online, through its website Evryjewels.com. Defendant's website creates an  
10 illusion that customers are receiving a limited-time discount and that the Products' advertised  
11 regular prices are higher than they truly are. Defendant does this by advertising fake limited-  
12 time sales, fake regular prices, and fake discounts based on the fake regular prices.

13 24.

14 On any given date, most if not all Products on the website are represented as being  
15 discounted from a substantially higher reference price.

16 25.

17 To confirm that Defendant always offers discounts off purported regular prices,  
18 Plaintiffs' counsel performed an investigation of Defendant's advertising practices using the  
19 Internet Archive's Wayback Machine.<sup>1</sup> For example, 19 randomly selected archived copies of  
20 the Evryjewels.com homepage were collected from the Internet Archive's Wayback Machine  
21 during the January 12, 2024 to December 20, 2024 period. 100% of the 19 randomly selected  
22 screenshots of Defendant's website, captured on the Wayback Machine, displayed a purportedly  
23

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



1 limited sitewide discount—e.g., “80% OFF SITEWIDE – NEW YEAR SALE” (January 21,  
2 2024), “99% OFF SITEWIDE”; “\$3[.]99 USD SITEWIDE” (Nov. 29, 2024), and “HOLIDAY  
3 SALE 80% OFF SITEWIDE” (Dec. 20, 2024). Examples are shown below:



Captured January 21, 2024



Captured November 29, 2024



Captured December 20, 2024

1 26.

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

8 27.

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

19 28.

20 Reasonable consumers also believe that the reference prices that Defendant advertises  
21 represent the true market value of the Products, and that they are the prevailing prices for those  
22 Products. Additionally, reasonable consumers believe that they are receiving reductions from  
23 Defendant's regular prices, and the market value of the Products, in the amounts advertised.  
24 Said differently, reasonable consumers reasonably interpret Defendant's advertisements to mean

1 that, if they buy now, they will receive a price reduction from the price at which Defendant  
2 ordinarily sells its Products and a price reduction from the Products' market value. In truth,  
3 however, Defendant routinely offers purported reductions off the reference prices it advertises on  
4 the website, and ordinarily sells its Products on the website at prices lower than the listed regular  
5 prices.

6 29.

7 Defendant's purported "regular" prices were not the prevailing prices during the 90 days  
8 immediately preceding Defendant's advertisement of the purported discounts. Defendant makes,  
9 and exclusively sells, its Products.

10 30.

11 Because Defendant makes and exclusively sells its Products, its own prices are the  
12 prevailing market prices. And, as explained above, because Defendant consistently sells its  
13 Products at a purported discount price on the website, the prevailing market prices in the last 90  
14 days (and, for that matter, for any period) are consistently lower than the advertised reference  
15 prices or "regular prices."

16 31.

17 As a result, Defendant's reference pricing and purported discount advertising is false and  
18 misleading. The reference prices Defendant advertises on the website are not actually  
19 Defendant's regular prices, or the prevailing prices for the Products Defendant sells, and do not  
20 represent the true market value for the Products, because Defendant's Products are regularly  
21 available for less than that. The purported discounts Defendant advertises are not the true  
22 discount the customer is receiving. Nor are the purported discounts time-limited—they are  
23 regularly available.

24 32.

1 By listing false and misleading reference prices and discounts on its website, Defendant  
2 misleads consumers into believing that they are getting a good deal.

3 **Defendant's advertisements are unfair, deceptive, and unlawful.**

4 33.

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

13 34.

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

16 35.

17 California's False Advertising Law also prohibits businesses from making statements  
18 they know or should know to be untrue or misleading. Cal. Bus. & Prof. Code § 17500. This  
19 includes statements falsely suggesting that a product is on sale, when it actually is not.  
20 Moreover, California's False Advertising Law specifically provides that "[n]o price shall be  
21 advertised as a former price ... unless the alleged former price was the prevailing market price  
22 ... within three months next immediately preceding" the advertising. Cal. Bus. & Prof. Code  
23 § 17501.

24 36.

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

5 37.

6 Like Oregon and California law, Washington’s Consumer Protection Law prohibits  
7 “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any  
8 trade or commerce.” Wash. Rev. Code Ann. § 19.86.020. An act is unfair if “(1) it causes or is  
9 likely to cause substantial injury that (2) consumers cannot avoid and that (3) is not ‘outweighed  
10 by countervailing benefits’” to consumers or competition. *Merriman v. Am. Guarantee & Liab.*  
11 *Ins. Co.*, 198 Wash. App. 594, 628 (2017). And an act is deceptive if it constitutes “a  
12 representation, omission or practice that is likely to mislead’ a reasonable consumer.” *Panag v.*  
13 *Farmers Ins. Co. of Wash.*, 166 Wash. 2d 27, 50 (2009).

14 38.

15 The Federal Trade Commission’s regulations prohibit false or misleading “former price  
16 comparisons,” for example, making up “an artificial, inflated price ... for the purpose of enabling  
17 the subsequent offer of a large reduction” off that price. 16 C.F.R. § 233.1. “Other illustrations”  
18 of “fictitious price comparisons” include: “An advertiser might use a price at which he never  
19 offered the article at all; he might feature a price which was not used in the regular course of  
20 business, or which was not used in the recent past but at some remote period in the past, without  
21 making disclosure of that fact; he might use a price that was not openly offered to the public, or  
22 that was not maintained for a reasonable length of time, but was immediately reduced.” *Id.*

23 39.

1 Here, as described in detail above, Defendant made untrue and misleading statements  
2 about their prices. Defendant advertised regular and former prices that were not true former  
3 prices and were not the prevailing market prices in the three months immediately preceding the  
4 advertisement.

5 40.

6 In addition, Defendant advertised goods or services with the intent not to sell them as  
7 advertised, for example, by advertising goods having certain former prices and/or market values  
8 without the intent to sell goods having those former prices and/or market values. Defendant  
9 made false or misleading statements of fact concerning the reasons for, existence of, and  
10 amounts of price reductions, including false statements regarding the existence of sitewide sales  
11 and the amounts of price reductions resulting from those sales. And Defendant engaged in  
12 unlawful, unfair, and deceptive business practices.

13 41.

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

1 former price, or in the case of introductory advertisements, the seller’s future price.” O.R.S. §  
2 646.885(2).

3 42.

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

5 43.

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

10 44.

11 In addition, as alleged in greater detail above, Defendant uses the words “sale” and  
12 “\_\_\_% OFF” in its promotions, even when the Products are not offered at a discount as  
13 compared to the seller’s former price (or in the case of introductory products, a future price).  
14 Defendant also makes no disclosure indicating that the price comparisons are to something other  
15 than the former or future price.

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

17 45.

18 Based on Defendant’s advertisements, reasonable consumers would expect that the listed  
19 reference prices (the prices without the advertised discounts) are regular and former prices at  
20 which Defendant consistently and recently sold its Products on the website; that they are the  
21 prevailing prices for the Products; and that they represent the true market value of the Products.

22 46.

23 Reasonable consumers would also expect that, if they purchase during the sale, they will  
24 receive (at a discount) an item whose regular price and/or market value is the advertised non-

1 discounted price, and that they will receive the advertised discount from that regular price. For  
2 example, for items that are purportedly 19% off, reasonable consumers would expect that they  
3 are receiving a 19% discount as compared to the regular price, and that the items have a market  
4 value of 19% more than what they are spending.

5 47.

6 As explained above, however, Plaintiffs and Class members' reasonable expectations  
7 were not met. Instead of receiving Products with a market value equal to the alleged reference  
8 prices, they received items worth less. In addition, instead of receiving a significant discount,  
9 Plaintiffs and the Class received little or no discount. Thus, Defendant's false advertisements  
10 harm consumers by depriving them of the reasonable expectations to which they are entitled.

11 48.

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

15 49.

16 Academic studies support findings of consumer deception. "By creating an impression of  
17 savings, the presence of a higher reference price enhances subjects' perceived value and  
18 willingness to buy the product."<sup>2</sup> Thus, "empirical studies indicate that, as discount size  
19 increases, consumers' perceptions of value and their willingness to buy the product increase,  
20 while their intention to search for a lower price decreases."<sup>3</sup> [D]ecades of research support the  
21 conclusion that advertised reference prices do indeed enhance consumers' perceptions of the  
22

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23 <sup>2</sup> Dhruv Grewal & Larry D. Compeau, *Comparative Price Advertising: Informative or*  
24 *Deceptive?*, 11 J. Pub. Pol'y & Mktg. 52, 55 (Spring 1992).

<sup>3</sup> *Id.* at 56 (emphasis added).



1 value of the deal.”<sup>4</sup> Indeed, according to studies, “[c]onsumers are influenced by comparison  
2 prices even when the stated reference prices are implausibly high.”<sup>5</sup> “[R]esearch has shown that  
3 retailer-supplied reference prices clearly enhance buyers’ perceptions of value” and “have a  
4 significant impact on consumer purchasing decisions.”<sup>6</sup>

5 50.

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

8 51.

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

16 **Plaintiffs were misled by Defendant’s misrepresentations.**

17 ***Plaintiff Juliette Lundborg***

18 52.

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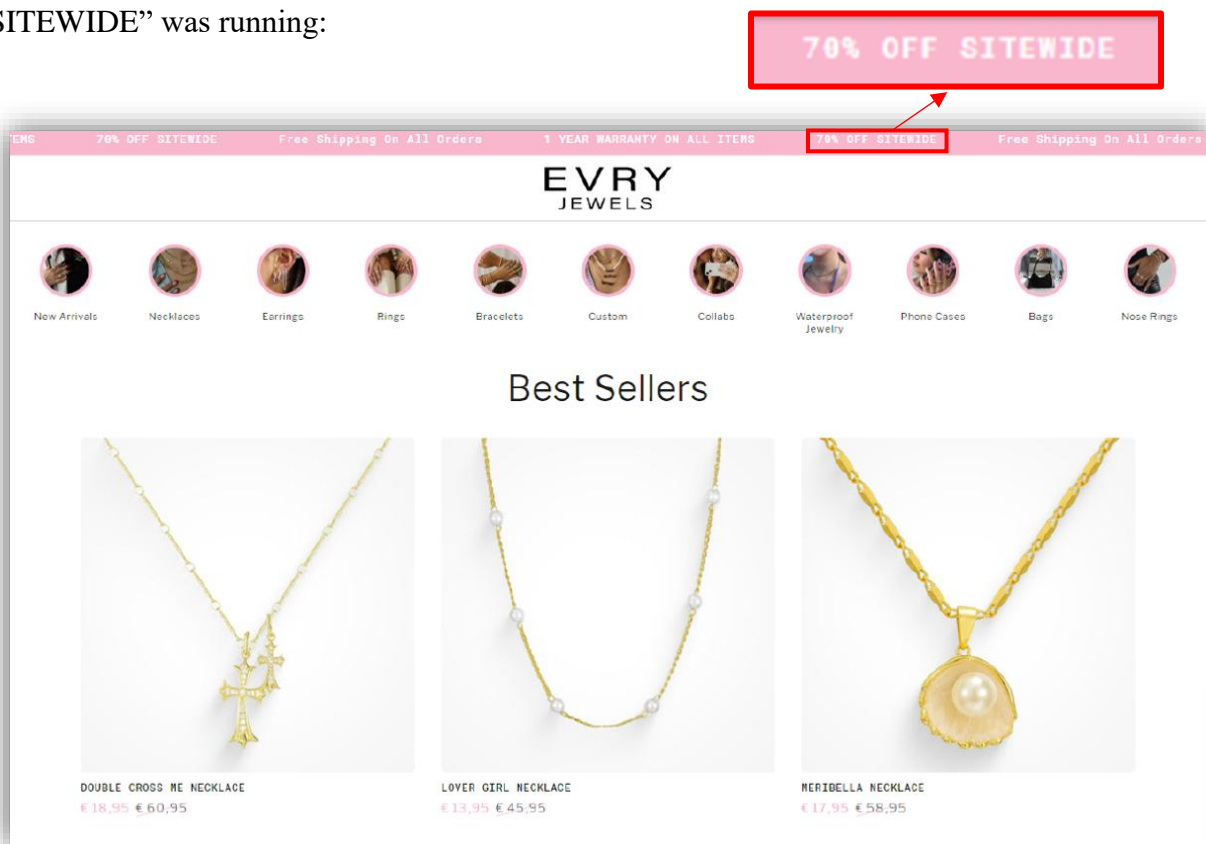
19 <sup>4</sup> Dhruv Grewal & Larry D. Compeau, *Comparative Price Advertising: Believe It Or Not*,  
20 J. of Consumer Affairs, Vol. 36, No. 2, at 287 (Winter 2002).

21 <sup>5</sup> *Id.*

22 <sup>6</sup> Praveen K. Kopalle & Joan Lindsey-Mullikin, *The Impact of External Reference Price*  
23 *On Consumer Price Expectations*, 79 J. of Retailing 225 (2003).

24 <sup>7</sup> Marcus Taylor, How to Effectively Create Urgency in Sales (11 Best Ways) (Feb. 28,  
2023), <https://cxl.com/blog/creating-urgency/> (addition of a countdown timer increased  
conversion rates from 3.4%-10%); Dynamic email content leads to 400% increase in conversions  
for Black Friday email, [https://uplandsoftware.com/adestra/resources/success-story/dynamic-  
email-content-leads-to-400-increase-in-conversions-for-black-friday-email/](https://uplandsoftware.com/adestra/resources/success-story/dynamic-email-content-leads-to-400-increase-in-conversions-for-black-friday-email/) (400% higher  
conversation rate for ad with countdown timer).

On October 11, 2023, Defendant represented on its website that a discount of “70% OFF SITEWIDE” was running:



53.

On October 30, 2023, during the above sale, Ms. Lundborg purchased a Silver Mr. Jones Bracelet, a Pink/Gold Honolulu Necklace, and pair of Gold Miami Hoops from Defendant online. She purchased the Products from Defendant’s website, Evryjewels.com, while living in Corvallis, Oregon.

54.

At the time that Ms. Lundborg made her purchase, Defendant represented that the Mr. Jones Bracelet had a regular price, but was on sale for a discounted price of \$4.70 plus tax, that the Honolulu Necklace had a regular price, but was on sale for a discounted price of \$6.10 plus tax, and that the pair of Miami Hoops had a regular price, but was on sale for a discounted price of \$4.80 plus tax. Consistent with archived copies of the website, Defendant represented that Ms.

1 Lundborg was receiving a discount for her items that she ordered. She then proceeded to  
2 purchase the Products with the understanding that she was receiving all advertised discounts off  
3 the former and regular prices charged by Defendant. Ms. Lundborg's order summary represented  
4 that Ms. Lundborg's discount was \$1.56 using a discount code and that the total discounted price  
5 was \$15.60 plus tax.

6 55.

7 Plaintiff Lundborg thus viewed and relied on the website's purported current and limited-  
8 time sale promotion. She relied on the above representations that the Products (1) had a former  
9 and regular price of the stated reference price, and (2) had been offered for sale on the website at  
10 the stated reference price, in the recent past, on a regular basis, for a substantial time. And she  
11 relied on the representations that the Products were truly on sale as being sold at a substantial  
12 discount for a limited time, such that the products were valued at the false reference price.

13 56.

14 The above-listed Products were not substantially marked down or discounted, and any  
15 discount she was receiving had been grossly exaggerated. For at least the 90-day period prior to  
16 Plaintiff's purchase, and months and years more, Defendant very rarely, if ever, offered any of  
17 the discounted items sold on its website at the reference prices.

18 57.

19 Plaintiff Lundborg would not have purchased the items at the advertised prices, or would  
20 not have paid as much as she did, had Defendant been truthful. Plaintiff was persuaded to make  
21 her purchase because of the misleading sale based on false reference prices.

22 ***Plaintiff Katie Beaver***

23 58.

1 On February 2, 2022, Plaintiff Katie Beaver purchased a Gold Give me the Signs (222)  
2 Ring, a pair of Silver Omw Earrings, and a Silver Link Up Necklace. She purchased the Products  
3 from Defendant's website, Evryjewels.com, while living in Danville, California.

4 59.

5 At the time that Ms. Beaver made her purchase, Defendant represented that the Give me  
6 the Signs (222) Ring had a regular price, but was on sale for a discounted price of \$16.90 plus  
7 tax, that the Omw Earrings had a regular price, but was on sale for a discounted price of \$18.85  
8 plus tax, and that the Link Up Necklace had a regular price, but was on sale for a discounted  
9 price of \$16.25 plus tax. Consistent with archived copies of the website, Defendant represented  
10 that Ms. Beaver was receiving a discount for her items that she ordered. She then proceeded to  
11 purchase the Products with the understanding that she was receiving all advertised discounts off  
12 the former and regular prices charged by Defendant. Ms. Beaver's email confirmation  
13 represented that Ms. Beaver's discount was \$10.00 with a total discounted price of \$42.00 plus  
14 tax.

15 60.

16 On November 24, 2023, Ms. Beaver visited the Evry Jewels website again and purchased  
17 a Silver Effortless Ring, a Silver Dotted Ring, a White Pearly Ring, a Silver Baby Link Up  
18 Bracelet, a Silver Linked To You Bracelet, and a pair of Silver Itty Bitty Hoops. She purchased  
19 the Products from Defendant's website, Evryjewels.com, while living in Danville, California.

20 61.

21 At the time that Ms. Beaver made her second purchase, Defendant's website represented  
22 that the Effortless Ring had a regular price, but was on sale for a discounted price of \$4.70 plus  
23 tax, that the Dotted Ring had a regular price, but was on sale for a discounted price of \$4.90 plus  
24 tax, that the Pearly Ring had a regular price, but was on sale for a discounted price of \$4.70 plus

1 tax, that the Baby Link Up Bracelet had a regular price, but was on sale for a discounted price of  
2 \$4.10 plus tax, that the Linked To You Bracelet had a regular price, but was on sale for a  
3 discounted price of \$4.10 plus tax, and that the pair of Itty Bitty Hoops had a regular price, but  
4 was on sale for a discounted price of \$4.10 plus tax. Consistent with archived copies of the  
5 website, Defendant represented that Ms. Beaver was receiving a discount for her items that she  
6 ordered. She then proceeded to purchase the products with the understanding that she was  
7 receiving all advertised discounts off the former and regular prices charged by Defendant. Ms.  
8 Beaver's email confirmation represented that Ms. Beaver's total discounted price was \$26.60  
9 plus tax.

10 62.

11 Plaintiff Beaver thus viewed and relied on the website's purported current and limited-  
12 time sale promotion. She relied on the above representations that the Products (1) had a former  
13 and regular price of the stated reference price, and (2) had been offered for sale on the website at  
14 the stated reference price, in the recent past, on a regular basis, for a substantial time. And she  
15 relied on the representations that the Products were truly on sale as being sold at a substantial  
16 discount for a limited time, such that the products were valued at the false reference price.

17 63.

18 The above-listed Products were not substantially marked down or discounted, and any  
19 discount she was receiving had been grossly exaggerated. For at least the 90-day period prior to  
20 Plaintiff's purchase, and months and years more, Defendant very rarely, if ever, offered any of  
21 the discounted items sold on its website at the reference prices.

22 64.  
23  
24

1 Plaintiff Beaver would not have purchased the items at the advertised prices, or would  
2 not have paid as much as she did, had Defendant been truthful. Plaintiff was persuaded to make  
3 her purchases because of the misleading sale based on false reference prices.

4 ***Plaintiff AnneMarie McQuillan***

5 65.

6 On February 5, 2025, Defendant represented on its website Evryjewels.com that a  
7 discount of “\$11[.]99 USD SITEWIDE” was running:



14 66.

15 On February 6, 2025, during the above sale, Plaintiff McQuillan purchased a pair of  
16 Silver Off Duty Hoops, two Silver Mykonos Bracelets, a pair of Silver Hey Lover Earrings, a  
17 pair of Silver Crossed Off Earrings, a pair of Silver Full of Love Earrings, and a Clear/Silver  
18 Double Cross Me Necklace. Ms. McQuillan purchased these Products on Defendant's website,  
19 Evryjewels.com, while living in Tacoma, Washington.

20 67.

21 At the time that Ms. McQuillan made her purchase, Defendant's website represented that  
22 the pair of Off Duty Hoops had a regular price, but was on sale for a discounted price of \$5.50  
23 plus tax, that the two Mykonos Bracelets had a regular price, but were on sale for a total  
24 discounted price of \$11.20 plus tax, that the pair of Hey Lover Earrings had a regular price, but

1 was on sale for a discounted price of \$6.00 plus tax, that the pair of Crossed Off Earrings had a  
2 regular price, but was on sale for a discounted price of \$4.70 plus tax, that the pair of Full of  
3 Love Earrings had a regular price, but was on sale for a discounted price of \$4.70 plus tax, and  
4 that the Double Cross Me Necklace had a regular price, but was on sale for a discounted price of  
5 \$6.90 plus tax. Consistent with archived copies of the website, Defendant represented that Ms.  
6 McQuillan was receiving a discount for her items that she ordered. She then proceeded to  
7 purchase the Products with the understanding that she was receiving all advertised discounts off  
8 the former and regular prices charged by Defendant. Ms. McQuillan's email confirmation  
9 represented that Ms. McQuillan's total discounted price was \$39.00 plus tax.

10 68.

11 Plaintiff McQuillan thus viewed and relied on the website's purported current and  
12 limited-time sale promotion. She relied on the above representations that the Products (1) had a  
13 former and regular price of the stated reference price, and (2) had been offered for sale on the  
14 website at the stated reference price, in the recent past, on a regular basis, for a substantial time.  
15 And she relied on the representations that the Products were truly on sale as being sold at a  
16 substantial discount for a limited time, such that the Products were valued at the false reference  
17 price.

18 69.

19 The above-listed Products were not substantially marked down or discounted, and any  
20 discount she was receiving had been grossly exaggerated. For at least the 90-day period prior to  
21 Plaintiff's purchase, and months and years more, Defendant very rarely, if ever, offered any of  
22 the discounted items sold on its website at the reference prices.

23 70.

1 Plaintiff McQuillan would not have purchased the items at the advertised prices, or would  
2 not have paid as much as she did, had Defendant been truthful. Plaintiff was persuaded to make  
3 her purchase because of the misleading sale based on false reference prices.

4 \* \* \*

5 71.

6 Despite Defendant's representations, Plaintiffs did not receive Products with regular  
7 prices or market values equal to the list prices displayed for the Products they purchased. Nor  
8 did they receive the advertised discounts. As explained above, Defendant's Products are  
9 regularly on sale for a significant discount. And as a result, the advertised reference prices for all  
10 of Defendant's Products—including the Products Plaintiffs purchased—do not reflect true  
11 regular prices, and are in fact higher than the actual "regular" prices that the Products are sold for  
12 on the website. In other words, the advertised discounts for all Products—including the Products  
13 Plaintiffs purchased—were false and misleading, and consumers, like Plaintiffs, did not receive  
14 the advertised discount off of the true regular prices.

15 72.

16 Plaintiffs face an imminent threat of future harm. Plaintiffs would purchase Defendant's  
17 Products again if they could feel sure that Defendant's reference prices accurately reflected its  
18 regular prices and former prices, and the market value of the Products, and that Defendant's  
19 discounts were truthful. But without an injunction, Plaintiffs have no realistic way to know  
20 which—if any—of Defendant's reference prices, discounts, and sales are not false or deceptive.  
21 Accordingly, Plaintiffs are unable to rely on Defendant's advertising in the future, and so cannot  
22 purchase the Products they would like to.

23 **Class Action Allegations.**

24 73.



1 Plaintiffs bring the asserted claims on behalf of the following people (the “Class”):

- 2 • All persons who, while in the state of California and during the Class Period,  
3 purchased one or more products on Defendant’s website Evryjewels.com  
4 (“California Settlement Subclass”); and
- 5 • All persons who, while in the state of Washington and during the Class Period,  
6 purchased one or more products on Defendant’s website Evryjewels.com  
7 (“Washington Settlement Subclass”); and
- 8 • all persons who, while in the state of Oregon and during the Class Period,  
9 purchased one or more products on Defendant’s website Evryjewels.com  
10 (“Oregon Settlement Subclass”).

11 The Class Period comprises September 3, 2021, to September 3, 2024.

12 74.

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

21 ***Numerosity***

22 75.

23 The proposed Class contains members so numerous that separate joinder of each member  
24 of the Class is impractical. There are tens or hundreds of thousands of class members.

1 76.

2 Class members can be identified through Defendant's sales records and public notice.

3 ***Commonality***

4 77.

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

7 (1) whether Defendant made false or misleading statements of fact in its advertisements;

8 (2) whether Defendant violated consumer protection statutes;

9 (3) damages needed to reasonably compensate Plaintiffs and the proposed Class.

10 ***Typicality & Adequacy***

11 78.

12 Plaintiffs' claims are typical of the proposed Class. Like the proposed Class, Plaintiffs  
13 purchased Products advertised at a discount on Defendant's website. There are no conflicts of  
14 interest between Plaintiffs and the Class.

15 ***Notice of Action for Damages***

16 79.

17 Plaintiff Juliette Lundborg gave notice to Defendant, pursuant to ORCP 32 H, of her  
18 intent to seek damages by mailing a notice letter via FedEx to Defendant's headquarters and  
19 registered agent on February 24, 2025.

20 80.

21 Plaintiff Katie Beaver gave notice to Defendant, pursuant to ORCP 32 H, of her intent to  
22 seek damages by mailing a notice letter via certified mail, return receipt requested, to  
23 Defendant's headquarters and registered agent on August 15, 2024.

24 81.

1 Plaintiff AnneMarie McQuillan gave notice to Defendant, pursuant to ORCP 32 H, of her  
2 intent to seek damages by mailing a notice letter via FedEx to Defendant's headquarters and  
3 registered agent on February 24, 2025.

4 ***Superiority***

5 82.

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

11 **Claims.**

12 **First Cause of Action:**

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

14 **(By Plaintiff Lundberg and the Oregon Subclass)**

15 83.

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

17 84.

18 Plaintiff Lundberg brings this cause of action on behalf of herself and members of the  
19 Oregon Subclass.

20 85.

21 Defendant has violated the Oregon Unlawful Trade Practices Act (UTPA). O.R.S. §§  
22 646.605, *et seq.*

23 86.

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

- 4 • “Represents that ... goods ... have ... characteristics ... that the ... goods ... do  
5 not have,” O.R.S. § 646.608(1)(e);
- 6 • “Advertises ... goods ... with intent not to provide the real estate, goods or  
7 services as advertised,” O.R.S. § 646.608(1)(i);
- 8 • “Makes false or misleading representations of fact concerning the reasons for,  
9 existence of, or amounts of price reductions,” O.R.S. § 646.608(1)(j);
- 10 • “Makes any false or misleading statement about a ... promotion used to publicize  
11 a product,” O.R.S. § 646.608(1)(p);
- 12 • “Makes false or misleading representations of fact concerning the offering price  
13 of, or the person’s cost for real estate, goods or services,” O.R.S. § 646.608(1)(s);

14 87.

15 Defendant is a “person,” under the UTPA, as defined by O.R.S. § 646.605(4). The  
16 definition of “person” includes “incorporated or unincorporated associations” and, as alleged  
17 above, Defendant is an incorporated association.

18 88.

19 Defendant engages in the conduct of “trade” and “commerce” under the UTPA.  
20 Defendant does this by advertising, offering, and distributing, by sale, goods in a manner that  
21 directly and indirectly affects people of the state of Oregon. O.R.S. § 646.605(8). Defendant  
22 advertises and sells the Products in Oregon, and serves a market for its Products in Oregon. Due  
23 to Defendant’s actions, its Products have been marketed and sold to consumers in Oregon, and  
24 harmed consumers in Oregon, including Oregon Subclass Members. Defendant’s unlawful

1 methods, acts, and practices described above were committed in the course of Defendant's  
2 business. O.R.S. § 646.608(1).

3 89.

4 The Products advertised, offered, and sold by Defendant are "goods" that are or may be  
5 obtained primarily for personal, family, or household as defined by O.R.S. § 646.605(6).  
6 Members of the Oregon Subclass purchased the Products advertised by Defendant for personal,  
7 family, or household purposes.

8 90.

9 As alleged in greater detail above, Defendant makes "false or misleading representations  
10 of fact concerning the reasons for, existence of, or amounts of price reductions." O.R.S. §  
11 646.608(1)(j). Defendant does this by advertising fake sales, fake reference prices, and fake  
12 limited time discounts. By advertising regular prices and supposedly time-limited discounts,  
13 Defendant's website creates an illusion that consumers are receiving a discount if they buy now.  
14 In truth, however, Defendant's Products are routinely on sale, and these sales persist indefinitely.  
15 As a result, Defendant's reference prices are not Defendant's true prices, former prices, or  
16 prevailing market prices for Defendant's Products. Nor are its purported price reductions true  
17 price reductions. Because Defendant routinely offers sitewide or virtually sitewide discounts, as  
18 well as discounts on certain items, it does not ordinarily or typically sell its Products at the  
19 purported regular prices.

20 91.

21 As alleged in greater detail above, Defendant also makes "false or misleading  
22 representations of fact concerning the offering price of, or the person's cost for real estate, goods  
23 or services." O.R.S. § 646.608(1)(s). As described above, Defendant's website purports to  
24 advertise its Products with regular prices, and discounted "sale" prices. But Defendant's listed

1 prices are not Defendant's true prices, former prices, or prevailing market prices for those  
2 Products. In addition, the purported price reductions are not true price reductions.

3 92.

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

9 93.

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

14 94.

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

21 95.

22 The UTPA also prohibits sellers from using misleading price comparisons to advertise  
23 their products. O.R.S. § 646.608(1)(ee) (citing O.R.S. §§ 646.883 and 646.885). The UTPA  
24 expressly prohibits sellers from including "a price comparison in an advertisement unless" "[t]he

1 seller clearly and conspicuously identifies in the advertisement the origin of the price that the  
2 seller is comparing to the seller's current price." O.R.S. § 646.883(1). Use of term "sale" is  
3 deemed to identify "the origin of the price that the seller is comparing to the seller's current price  
4 as the seller's own former price, or in the case of introductory advertisements, the seller's future  
5 price." O.R.S. § 646.885(1). And, unless otherwise stated, use of the terms "discount," "\_\_\_\_\_  
6 percent discount," "\$\_\_\_\_ discount," "\_\_\_\_ percent off," and "\$\_\_\_\_ off" are "considered to  
7 identify the origin of the price that the seller is comparing to the seller's current price as the  
8 seller's former price, or in the case of introductory advertisements, the seller's future price."  
9 O.R.S. § 646.885(2).

10 96.

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

16 97.

17 In addition, as alleged in greater detail above, Defendant uses the words "sale" and  
18 "\_\_\_\_% OFF" in its promotions, even when the Products are not offered at a discount as  
19 compared to the seller's regular or former price (or in the case of introductory products, a future  
20 price). Defendant also makes no disclosure indicating that the price comparisons are to  
21 something other than the former or future price.

22 98.

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

4 99.

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

8 100.

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

12 101.

13 Defendant, at all relevant times, had a duty to disclose that the discounts were not real,  
14 that the sales persisted and were not limited in time, and that the regular prices were not the true  
15 regular prices of the Products. Defendant had a duty because (1) Defendant had exclusive  
16 knowledge of material information that was not known to members of the Oregon Subclass; (2)  
17 Defendant concealed material information from members of the Oregon Subclass; and (3)  
18 Defendant made partial representations which were false and misleading absent the omitted  
19 information.

20 102.

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

23 103.



1 Defendant's misrepresentations and nondisclosures are material. A reasonable person  
2 would attach importance to the information and would be induced to act on the information in  
3 making purchase decisions.

4 104.

5 Defendant engaged in the reckless or knowing use or employment of the unlawful  
6 methods, acts, or practices alleged here, which are unlawful under O.R.S. § 646.608.

7 105.

8 As a direct, substantial and/or proximate result of Defendant's conduct, members of the  
9 Oregon Subclass suffered ascertainable losses and injury to business or property.

10 106.

11 Members of the Oregon Subclass would not have purchased the Products at the prices  
12 they paid, if they had known that the advertised prices and discounts were false.

13 107.

14 Members of the Oregon Subclass paid more than they otherwise would have paid for the  
15 Products they purchased from Defendant. Defendant's false pricing scheme fraudulently  
16 increased demand from consumers.

17 108.

18 The Products that members of the Oregon Subclass purchased were not, in fact, worth as  
19 much as Defendant represented them to be worth.

20 109.

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

24 110.

1 The unlawful acts and omissions described here are, and continue to be, part of a pattern  
2 or generalized course of conduct. Defendant's conduct is ongoing and is likely to continue and  
3 recur absent a permanent injunction. Accordingly, Plaintiff Lundberg seeks an order enjoining  
4 Defendant from committing such unlawful practices. O.R.S. § 646.638(1); O.R.S. §  
5 646.638(8)(c); O.R.S. § 646.636.

6 111.

7 The balance of the equities favors the entry of permanent injunctive relief against  
8 Defendant. Oregon Subclass Members, and the general public will be irreparably harmed absent  
9 the entry of permanent injunctive relief against Defendant. Oregon Subclass Members, and the  
10 general public lack an adequate remedy at law. A permanent injunction against Defendant is in  
11 the public's interest. Defendant's unlawful behavior is ongoing as of the date of the filing of this  
12 Complaint. If not enjoined by order of this Court, Defendant will or may continue to injure  
13 Oregon consumers through the misconduct alleged. Absent the entry of a permanent injunction,  
14 Defendant's unlawful behavior will not cease and, in the unlikely event that it voluntarily ceases,  
15 it is capable of repetition and is likely to reoccur.

16  
17 112.

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

20 113.

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

23 114.

1 Oregon Subclass Members, including Plaintiff Lundborg, did not know, and could not  
2 have known, that these reference prices and discount representations were false.

3 115.

4 Absent class members of the Oregon Subclass are still not aware, at the time of the filing  
5 of this Complaint, of Defendant's false discount advertising scheme. By Defendant's design, the  
6 false advertising scheme by its very nature is hidden and difficult for the typical consumer to  
7 discover without continuously examining the website daily. Consumers who shop on  
8 Defendant's website do not know the true historical prices or sales histories of the Products that  
9 they have viewed and purchased. They do not know that the discounts offered are false, or that  
10 the false discounting practices extend to all of Defendant's Products. Oregon Subclass Members  
11 have not discovered, and could not have reasonably discovered, Defendant's fake discounting  
12 scheme.

13 116.

14 Absent class members will learn of the scheme for the very first time upon court-ordered  
15 class notice in this case.

16 **Second Cause of Action:**

17 **Violation of California's False Advertising Law ("FAL")**

18 **Cal. Bus. & Prof. Code §§ 17500 *et seq.***

19 **(By Plaintiff Beaver and the California Subclass)**

20 117.

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

22 118.

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

3 119.

4 Defendant has violated sections 17500 and 17501 of the California Business and  
5 Professions Code.

6 120.

7 Defendant has violated, and continues to violate, section 17500 of the Business and  
8 Professions Code by disseminating untrue and misleading advertisements to California Subclass  
9 Members.

10 121.

11 As alleged more fully above, Defendant advertises former and regular prices on its  
12 website along with discounts. Defendant does this, for example, by crossing out a higher price  
13 (e.g., \$44) and displaying it next to the discount price. Reasonable consumers would understand  
14 prices denoted as “regular” prices from which time-limited discounts are calculated to denote  
15 “former” prices, i.e., the prices that Defendant regularly charged before the time-limited discount  
16 went into effect, in the recent past and for a substantial time. Reasonable consumers also expect  
17 the Products have a market value of the reference price.

18 122.

19 The prices advertised as regular and former prices by Defendant were not the true regular  
20 or former prices of the Products. As explained above, Defendant makes and exclusively sells its  
21 Products. As a result, its own prices are the prevailing market prices. And, because Defendant  
22 consistently sells its Products at purported discount prices, the true prevailing market prices for  
23 Defendant’s Products in the last 90 days are consistently lower than the purported regular and  
24

1 former prices Defendant advertises. Accordingly, Defendant's statements about the regular and  
2 former prices of its Products were untrue and misleading.

3 123.

4 In addition, Defendant's regular and former price advertisements did not state clearly,  
5 exactly, and conspicuously when, if ever, the former prices prevailed. Defendant's  
6 advertisements did not indicate whether or when the purported former prices were offered at all.

7 124.

8 Defendant's misrepresentations were intended to induce reliance, and Plaintiff Beaver  
9 saw, read, and reasonably relied on the statements when purchasing Defendant's Products.  
10 Defendant's misrepresentations were a substantial factor in consumers' purchase decisions.

11 125.

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

15 126.

16 Defendant's misrepresentations were a substantial factor and proximate cause in causing  
17 damages and losses to Plaintiff Beaver and California Subclass Members.

18 127.

19 Plaintiff Beaver and California Subclass Members were injured as a direct and proximate  
20 result of Defendant's conduct because (a) they would not have purchased the Products if they  
21 had known the truth, and/or (b) they overpaid for the Products because the Products were sold at  
22 a price premium due to the misrepresentation.

23 **Third Cause of Action:**

24 **Violation of California's Consumer Legal Remedies Act ("CLRA")**

**Cal. Civ. Code §§ 1750 *et seq.***

**(By Plaintiff Beaver and the California Subclass)**

128.

Plaintiffs incorporate each and every factual allegation set forth above.

129.

Plaintiff Beaver brings this cause of action on behalf of herself and members of the California Subclass.

130.

California Subclass Members are “consumers,” as the term is defined by California Civil Code § 1761(d).

131.

California Subclass Members have engaged in “transactions” with Defendant as that term is defined by California Civil Code § 1761(e).

132.

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

133.

As alleged more fully above, Defendant made and disseminated untrue and misleading statements of facts in its advertisements to California Subclass Members. Defendant did this by using false and misleading reference prices, i.e., regular and former prices that are not the prevailing or market prices, and advertising fake discounts.

134.

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

3 135.

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

8 136.

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

12 137.

13 And Defendant violated, and continue to violate section 1770(a)(13) by making false or  
14 misleading statements of fact concerning reasons for, existence of, or amounts of, price  
15 reductions on their website, including by (1) misrepresenting the regular and prevailing market  
16 price of Products on their website, (2) advertising discounts and savings that are exaggerated or  
17 nonexistent, and (3) misrepresenting that the discounts and savings are unusually large, when in  
18 fact they are regularly available.

19 138.

20 Defendant's representations were likely to deceive, and did deceive, California Subclass  
21 Members, including Plaintiff Beaver, and reasonable consumers. Defendant knew, or should  
22 have known through the exercise of reasonable care, that these statements were inaccurate and  
23 misleading.

24 139.

1 Defendant's misrepresentations were intended to induce reliance, and Plaintiff Beaver  
2 and California Subclass Members saw, read, and reasonably relied on them when purchasing the  
3 Products. Defendant's misrepresentations were a substantial factor in Plaintiff Beaver and  
4 California Subclass Members' purchase decisions.

5 140.

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

9 141.

10 Defendant's misrepresentations were a substantial factor and proximate cause in causing  
11 damages and losses to Plaintiff Beaver and California Subclass Members.

12 142.

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

18 143.

19 Accordingly, pursuant to California Civil Code § 1780(a)(2), Plaintiff Beaver, on behalf  
20 of herself and all other members of the California Subclass, seek injunctive relief.

21 144.

22 CLRA § 1782 NOTICE. On August 15, 2024, a CLRA demand letter was sent to  
23 Defendant's Canada headquarters and to Defendant's registered agent via certified mail (return  
24 receipt requested). Defendant does not have headquarters in California. It has been more than 30



1 days since Defendant received notice of its CLRA violations. In that time, it has not corrected the  
2 problem. Accordingly, Plaintiff Beaver seeks all monetary relief available under the CLRA,  
3 including restitution, damages (including compensatory damages, expectation damages, and  
4 punitive damages), attorneys' fees, and all other forms of monetary relief available.

5 **Fourth Cause of Action:**

6 **Violation of California's Unfair Competition Law ("UCL")**

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

8 **(By Plaintiff Beaver and the California Subclass)**

9 145.

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

11 146.

12 Plaintiff Beaver brings this cause of action on behalf of herself and members of the  
13 California Subclass.

14 147.

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

17 ***The Unlawful Prong***

18 148.

19 Defendant engaged in unlawful conduct by violating the CLRA and FAL, as alleged  
20 above and incorporated here. In addition, Defendant engaged in unlawful conduct by violating  
21 the Federal Trade Commission Act ("FTCA"). The FTCA prohibits "unfair or deceptive acts or  
22 practices in or affecting commerce" and prohibits the dissemination of false advertisements. 15  
23 U.S.C. § 45(a)(1). As the FTC's regulations make clear, Defendant's false pricing schemes  
24 violate the FTCA. 16 C.F.R. § 233.1, § 233.2.

1 ***The Deceptive Prong***

2 149.

3 As alleged in detail above, Defendant's representations that its Products were on sale,  
4 that the sale was limited in time, that the Products had a specific regular price, that the customers  
5 were receiving discounts, and that the Products were valued in the marketplace at the reference  
6 price, were false and misleading.

7 150.

8 Defendant's representations were misleading to Plaintiff Beaver and other reasonable  
9 consumers.

10 151.

11 California Subclass members, including Plaintiff Beaver, relied upon Defendant's  
12 misleading representations and omissions, as detailed above.

13 ***The Unfair Prong***

14 152.

15 As alleged in detail above, Defendant committed "unfair" acts by falsely advertising that  
16 its Products were on sale, that the sale was limited in time, that the Products had a specific  
17 regular price, that the customers were receiving discounts, and that the Products were valued in  
18 the marketplace at the reference price.

19 153.

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

23 154.

1 The harm to Plaintiff Beaver and California Subclass Members greatly outweighs the  
2 public utility of Defendant's conduct. There is no public utility to misrepresenting the price of a  
3 consumer product. This injury was not outweighed by any countervailing benefits to consumers  
4 or competition. Misleading consumer products only injure healthy competition and harm  
5 consumers.

6 155.

7 California Subclass Members could not have reasonably avoided this injury. As alleged  
8 above, Defendant's representations were deceptive to reasonable consumers like Plaintiff  
9 Beaver.

10 156.

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

13 \* \* \*

14 157.

15 For all prongs, Defendant's representations were intended to induce reliance, and  
16 Plaintiff Beaver saw, read, and reasonably relied on them when purchasing the Products.  
17 Defendant's representations were a substantial factor in consumers' purchase decisions.

18 158.

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

22 159.

23 Defendant's representations were a substantial factor and proximate cause in causing  
24 damages and losses to Plaintiff Beaver and California Subclass Members.

1 160.

2 Plaintiff Beaver and California Subclass Members were injured as a direct and proximate  
3 result of Defendant's conduct because (a) they would not have purchased the Products if they  
4 had known that they were not discounted, and/or (b) they overpaid for the Products because the  
5 Products were sold at the regular price and not at a discount.

6 **Fifth Cause of Action:**

7 **Violation of Washington's Consumer Protection Act: RCW Chapter 19.86**

8 **(By Plaintiff McQuillan and the Washington Subclass)**

9 161.

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

11 162.

12 Plaintiff McQuillan bring this cause of action on behalf of herself and members of the  
13 Washington Subclass.

14 163.

15 Defendant has violated the Washington Consumer Protection Act (CPA), RCW Chapter  
16 19.86. This statute is materially similar to California and Oregon law in that it prohibits unfair,  
17 unconscionable, and/or deceptive acts or practices in the course of trade or commerce or in  
18 connection with the sale of goods or services to consumers. Defendant's misleading ads violate  
19 Washington law for the same reasons they violate Oregon and California law.

20 164.

21 Section 19.86.020 of the CPA states, "[u]nfair methods of competition and unfair or  
22 deceptive acts or practices in the conduct of any trade or commerce are hereby declared  
23 unlawful." RCW § 19.86.020.

24 165.

1 Under the CPA, “[p]rivate rights of action may ... be maintained for recovery of actual  
2 damages, costs, and a reasonable attorney’s fee. A private plaintiff may be eligible for treble  
3 damages,” and “may obtain injunctive relief, even if the injunction would not directly affect the  
4 individual’s own rights.” Washington Pattern Jury Instruction Civil No. 310.00 (Consumer  
5 Protection Act—Introduction) (internal citations omitted); RCW § 1986.090.

6 166.

7 Defendant engages in the conduct of trade or commerce within the meaning of the CPA.  
8 Defendant does this by selling the Products in a manner that directly and indirectly affects people  
9 of the state of Washington.

10 167.

11 As alleged more fully above, Defendant made and disseminated untrue and misleading  
12 statements of facts in its advertisements to members of the Washington Subclass, constituting  
13 acts of unfair methods of competition and/or unfair or deceptive acts or practices.

14 Unfair Acts or Practices

15 168.

16 As alleged in detail above, Defendant committed “unfair” acts by falsely advertising that  
17 its Products were on sale, that the sale was limited in time, that the Products had higher regular  
18 prices, and market values and that customers were receiving discounts, when none of this was  
19 true. This caused members of the Washington Subclass to make purchases they otherwise would  
20 not have made, pay more for their purchases, and deprived them of their expectancy interest in  
21 receiving the Products as advertised.

22 169.

23 The harm to members of the Washington Subclass greatly outweighs the public utility of  
24 Defendant’s conduct. There is no public utility to misrepresenting the price of a consumer

1 product. The Washington Subclass's injury was not outweighed by any countervailing benefits to  
2 consumers or competition. Misleading consumer products only injure healthy competition and  
3 harm consumers.

4 Deceptive Acts or Practices

5 170.

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

9 171.

10 Defendant's representations were likely to deceive, and did deceive, members of the  
11 Washington Subclass. Defendant knew, or should have known through the exercise of  
12 reasonable care, that these statements were inaccurate and misleading.

13 172.

14 Defendant intended that Washington Subclass Members rely on these representations,  
15 and Washington Subclass Members read and reasonably relied on them.

16 173.

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

20 174.

21 Defendant's misrepresentations were a substantial factor and proximate cause in causing  
22 damages and losses to Washington Subclass Members.

23 175.

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

6 176.

7 Defendant's acts or omissions are injurious to the public interest because these practices  
8 were committed in the course of Defendant's business and were committed repeatedly before  
9 and after members of the Washington Subclass purchased Defendant's Products. They are part  
10 of a pattern of unfair and deceptive advertisements. These actions have injured other persons,  
11 and, if continued, have the capacity to injure additional persons.

12 **Sixth Cause of Action:**

13 **Unjust Enrichment**

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

15 177.

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

17 178.

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

20 179.

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

22 180.

23 (In the alternative only), due to Defendant's misrepresentations, any of its contracts with  
24 Plaintiffs are void or voidable.

1 181.

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

3 **Seventh Cause of Action:**

4 **Negligent Misrepresentation**

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

6 182.

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

8 183.

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

10 184.

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

14 185.

15 These representations were false.

16 186.

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

20 187.

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

23 188.



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

4 189.

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

7 190.

8 Plaintiffs and the Class were injured as a direct and proximate result of Defendant's  
9 conduct because (a) they would not have purchased the Products if they had known that the  
10 representations were false, and/or (b) they overpaid for the Products because the Products were  
11 sold at a price premium due to the misrepresentation.

12 **Eighth Cause of Action:**

13 **Intentional Misrepresentation**

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

15 191.

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

17 192.

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

19 193.

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

23 194.

24 These representations were false.

1 195.

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

4 196.

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

7 197.

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

11 198.

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

14 199.

15 Plaintiffs and the Class were injured as a direct and proximate result of Defendant's  
16 conduct because (a) they would not have purchased the Products if they had known that the  
17 representations were false, and/or (b) they overpaid for the Products because the Products were  
18 sold at a price premium due to the misrepresentation.

19 **Demand For Jury Trial.**

20 200.

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

22 **Relief.**


23 201.

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

- An order certifying the asserted claims, or issues raised, as a class action;
- A judgment in favor of Plaintiffs and the proposed Class;
- Damages, statutory damages, treble damages, and punitive damages where applicable;
- Restitution;
- Rescission;
- Disgorgement, and other just equitable relief;
- Pre- and post-judgment interest;
- An injunction prohibiting Defendant's deceptive conduct, as allowed by law;
- Reasonable attorneys' fees and costs, as allowed by law;
- Any additional relief that the Court deems reasonable and just.

Dated: May \_\_\_\_, 2025

Respectfully submitted,

By:   
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*\*Pro Hac Vice* application forthcoming

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This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Evry Jewels Settlement Ends Class Action Lawsuit Over Allegedly Deceptive Online Discounts](#)

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