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9  
10 **UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

11 KRISTIE RUDHAM

12 Individually and on Behalf of All  
13 Others Similarly Situated,

14 *Plaintiff,*

15 v.

16 GLOBAL CUSTOM COMMERCE,  
17 INC.

18 *Defendant.*  
19

Case No. '23CV0152 DMS BLM

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

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1 **I. Introduction.**

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

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

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

12 4. So, fake sales violate California’s general prohibition on unfair and  
13 deceptive business practices. *See* Cal. Bus. & Prof. Code § 17200.

14 5. Moreover, California’s False Advertising Law specifically prohibits “false  
15 or misleading statements of fact concerning reasons for, existence of, or amounts of price  
16 reductions.” *E.g.*, Cal. Civ. Code § 1770(a)(13).

17 6. Likewise, California’s Consumer Legal Remedies Act provides that “No  
18 price shall be advertised as a former price ... unless the alleged former price was the  
19 prevailing market price ... within three months next immediately preceding” the  
20 advertising. Cal. Bus. & Prof. Code §17501.

21 7. Defendant Global Custom Commerce, Inc. (“Global Custom Commerce,”  
22 “GCC” or “Defendant”) makes, sells, and markets window coverings (the “GCC  
23 Products” or “Products”). The Products are sold online through Defendant’s websites,  
24 Blinds.com, JustBlinds.com, and AmericanBlinds.com.

25 8. Defendant’s websites prominently advertise sales. These advertisements  
26 include purported regular prices, purported discounts, and purported end dates for the  
27 sales.

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1 Defendant's sales on Blinds.com, JustBlinds.com, and AmericanBlinds.com,  
2 respectively, with dates listing when the sales end:

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The screenshot shows the Blinds.com homepage. At the top, there's a navigation bar with categories like 'All Products', 'Blinds', 'Shades', 'Shutters', 'Motorized', 'Inspiration', and 'Sale'. A yellow banner below the navigation bar says 'Want an Update? Skip the phones, check your [order status online](#).' The main promotional banner features a dark background with colorful fireworks and the text 'BIG YEAR END BLOWOUT' in yellow. Below that, it says 'UP TO 45% OFF EVERYTHING + EXTRA 5% OFF EVERY ORDER'. A yellow 'SHOP NOW >' button is centered. A red box highlights the text 'ENDS 1/3' below the button. At the bottom of the banner, there are icons for 'FREE SAMPLES', 'FREE SHIPPING RIGHT TO YOUR DOOR', 'FREE ONLINE DESIGN CONSULTATIONS', and 'SATISFACTION GUARANTEE'. To the right of the banner is a photograph of a dining room with a table and chairs.

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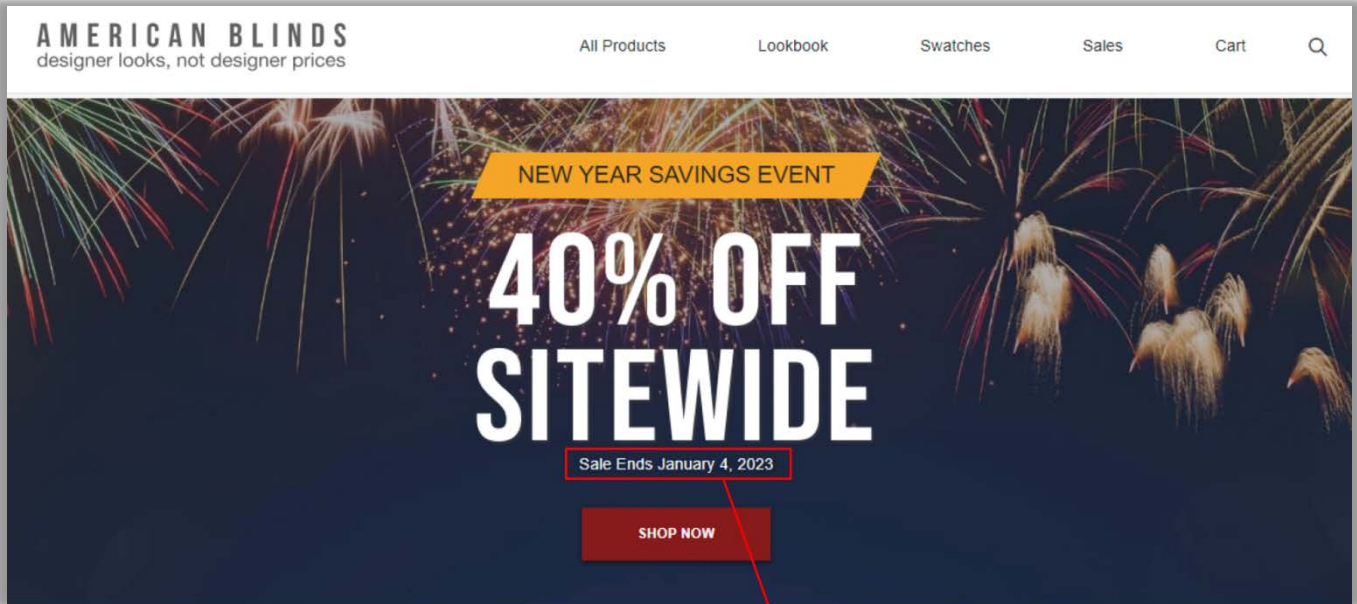
**ENDS 1/3**

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The screenshot shows the JustBlinds.com homepage. At the top, there's a navigation bar with categories like 'BLINDS', 'SHADES', 'SHUTTERS', and 'SALE'. A yellow banner below the navigation bar says 'Want an Update? Skip the phones, check your [order status online](#).' The main promotional banner features a white background with a photograph of a window with blinds on the left. The text on the right says 'BIG HOLIDAY CELEBRATION' and '20% OFF SITEWIDE'. A green 'SHOP NOW' button is centered. Below the button, it says 'Use Code: CHEER'. A red box highlights the text 'SALE ENDS JANUARY 5, 2023'. Below that, it says 'THE EASIEST WAY TO BUY BLINDS AND SHADES ONLINE'. At the bottom, there's a circular photo of a woman and a testimonial: 'Thank you, JustBlinds! What great customer service! I will never buy anything for my windows from anywhere else. Thank you again!'.

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**SALE ENDS JANUARY 5, 2023**



Sale Ends January 4, 2023

Purported regular prices, and associated discounts:

<p><del>\$38.99</del> <b>SAVE 25%</b> <b>\$29.24</b> <b>+Extra 5% off</b></p>	<p>PROMO PRICE <b>\$26<sup>.25</sup></b> <del>35.00</del></p>	<p><del>\$60.99</del> <b>SAVE 40%</b> <b>\$36.59</b></p>
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9. But these advertisements are false. The sales are not limited in time, and the discounts continue to be available.

10. Ms. Rudham bought blinds from Global Custom Commerce on Blinds.com. Like GCC's other customers, when Ms. Rudham bought the Products, GCC advertised that a purported sale was going on. Ms. Rudham believed that the GCC Products that she purchased retailed for the displayed regular price. She further believed that she was getting a substantial discount from the regular price, and that the sale would end soon. These reasonable beliefs are what caused her to buy from Defendant. If the Products she purchased weren't on sale, she would not have bought them.

11. But none of that was true. Defendant's published regular prices were not the prevailing regular prices. Had Defendant been truthful, Plaintiff and other consumers

1 would not have purchased the Products or would have paid less for them.

2 12. Plaintiff brings this case for herself and the other customers who purchased  
3 Global Custom Commerce's Products.

4 **II. Parties.**

5 13. Plaintiff Kristie Rudham is domiciled in San Diego, California.

6 14. The proposed class includes citizens of every state.

7 15. Defendant Global Custom Commerce, Inc. is a Delaware corporation with  
8 its principal place of business at 10255 Richmond Ave, Houston, Texas 77042.

9 **III. Jurisdiction and Venue.**

10 16. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2).  
11 The amount in controversy exceeds \$5,000,000, exclusive of interest and costs, and the  
12 matter is a class action in which one or more members of the proposed class are citizens  
13 of a state different from Defendant.

14 17. The Court has personal jurisdiction over Defendant because Defendant  
15 sold GCC Products to consumers in California, including to Plaintiff.

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

22 **IV. Facts.**

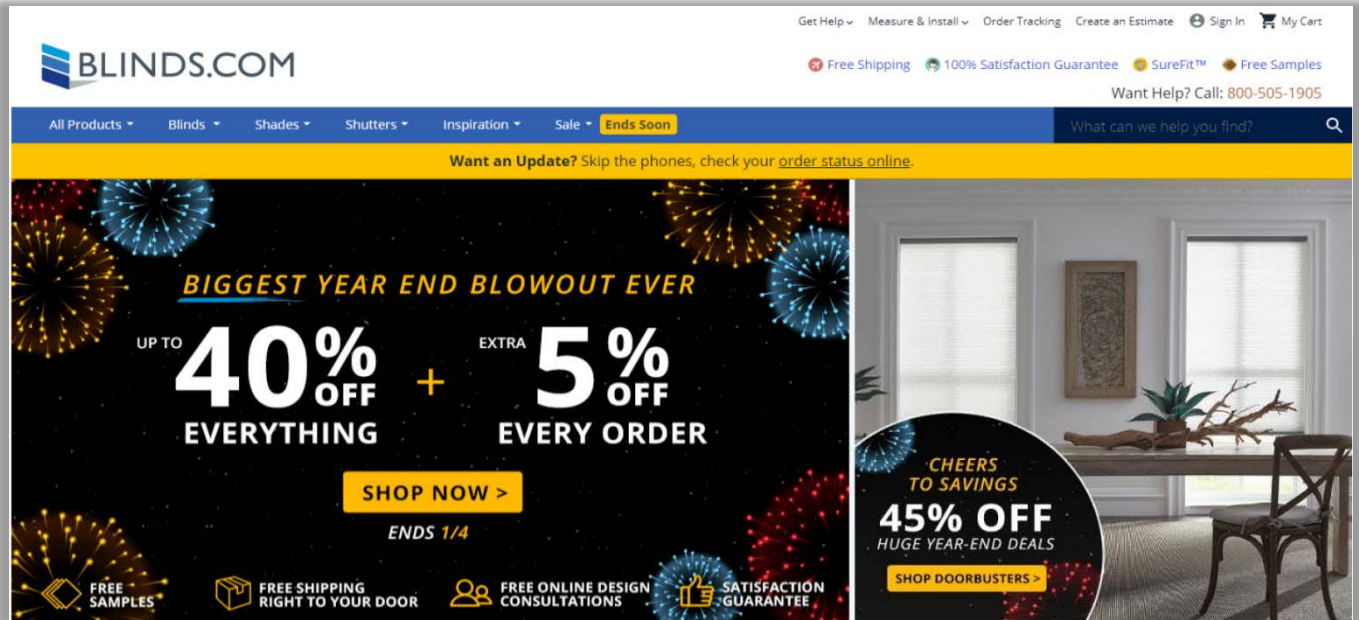
23 **A. Defendant's fake sales and discounts.**

24 19. Defendant makes, sells, and markets window blinds and shades. GCC sells  
25 its Products directly to consumers online, through its websites, Blinds.com,  
26 JustBlinds.com, and AmericanBlinds.com.

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1 20. All three of Defendant's websites create an illusion that customers are  
2 receiving a limited-time discount. GCC does this by advertising fake limited-time sales,  
3 fake regular prices, and fake discounts based on the fake regular prices. For example:  
4 Blinds.com's fake sale:



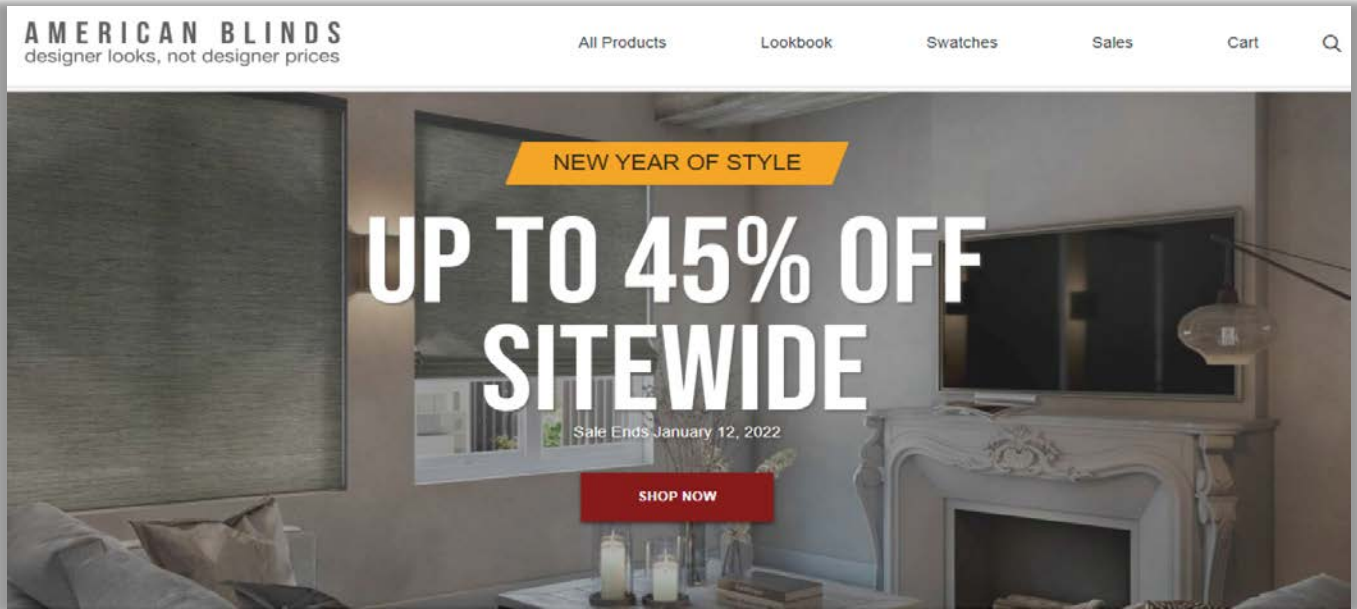
15 Captured January 2, 2022

16 JustBlinds.com's fake sale:



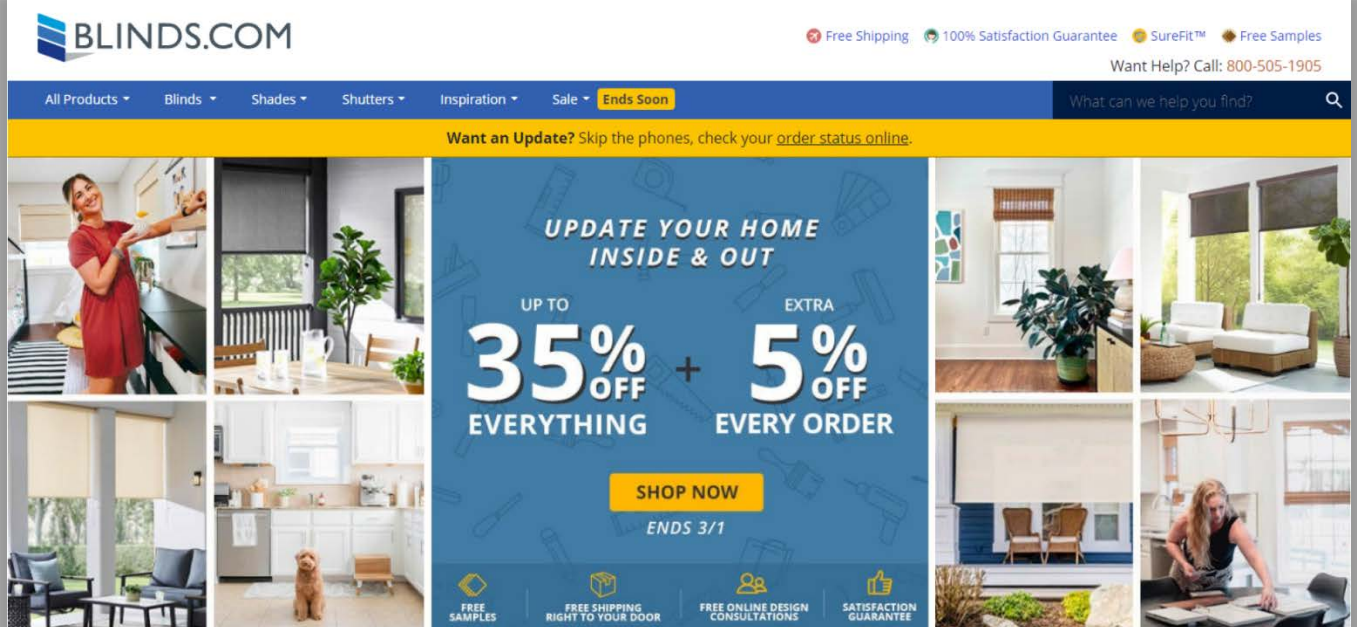
28 Captured January 11, 2022

1 AmericanBlinds.com's fake sale:



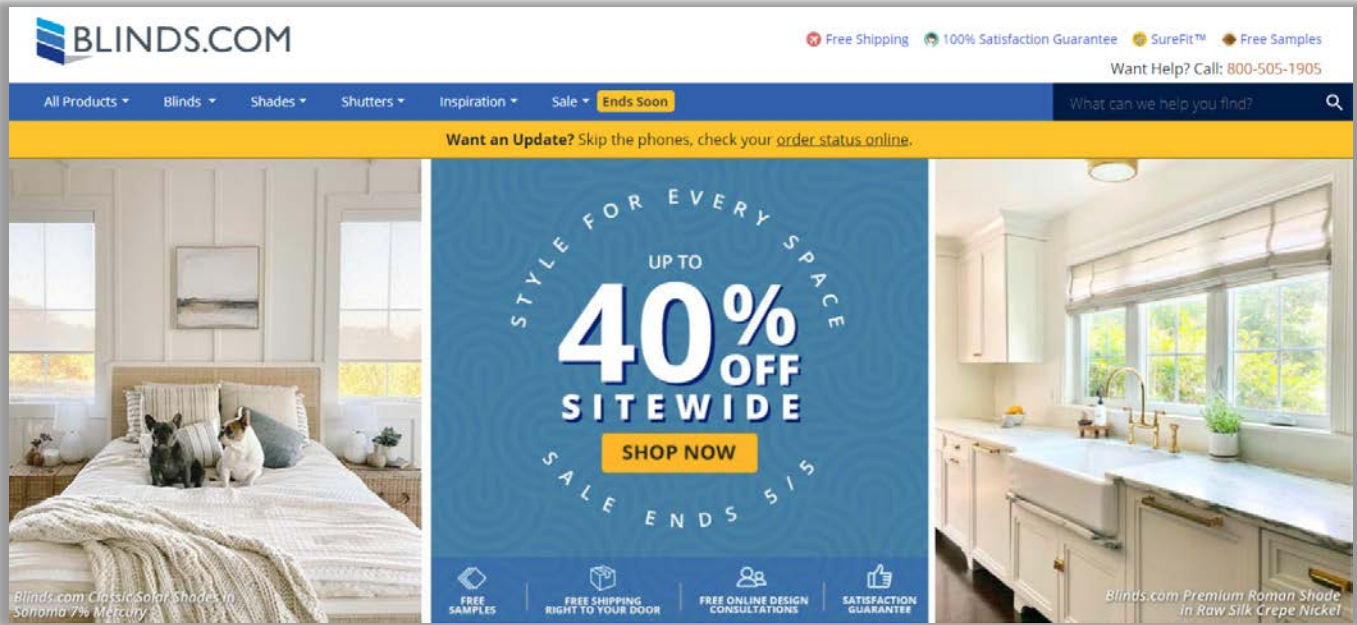
12 Captured January 12, 2022

13 21. Global Custom Commerce's Products are always on sale on all three  
14 websites, and these sales have persisted for over a year, never ending. For example,  
15 Blinds.com has prominently displayed, for over a year, on its website, sales that are  
16 designed to induce consumers to purchase its Products under the mistaken belief they are  
17 getting a significant bargain. For example:

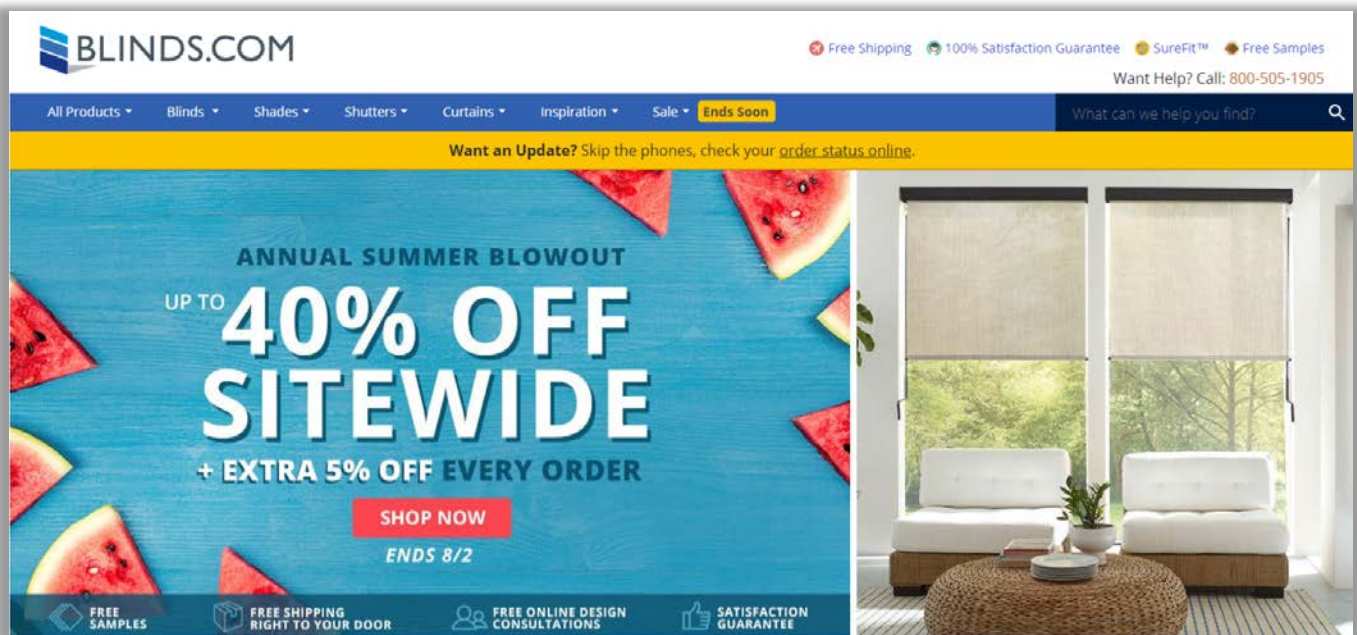


28 Captured March 1, 2022



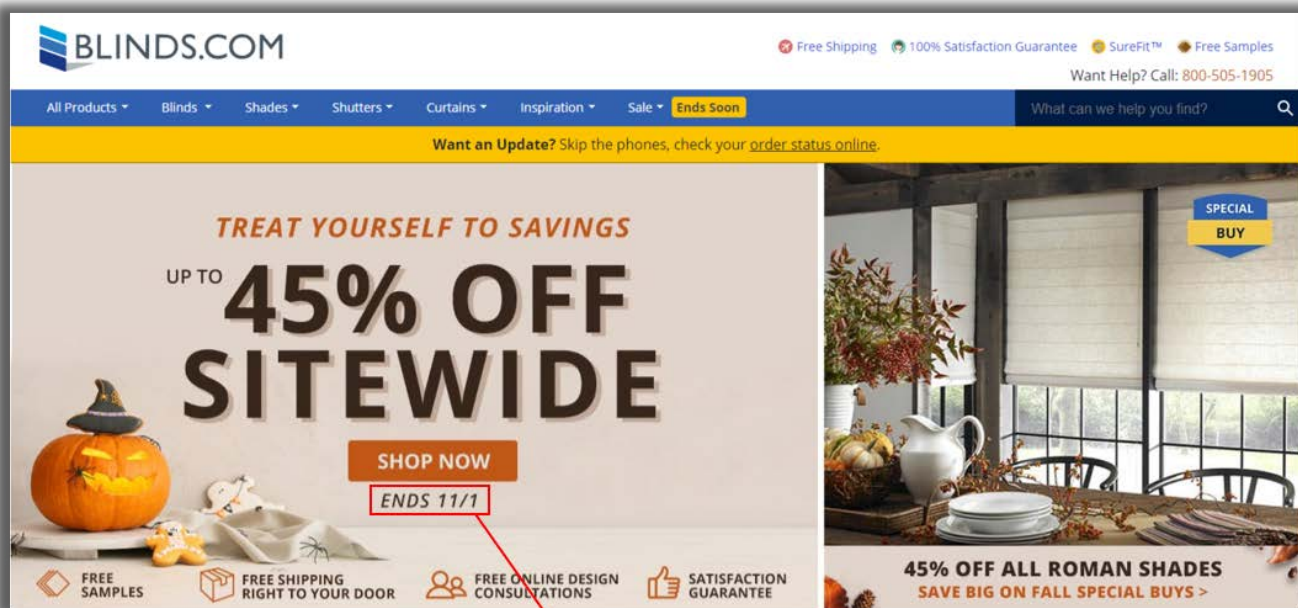


Captured May 2, 2022



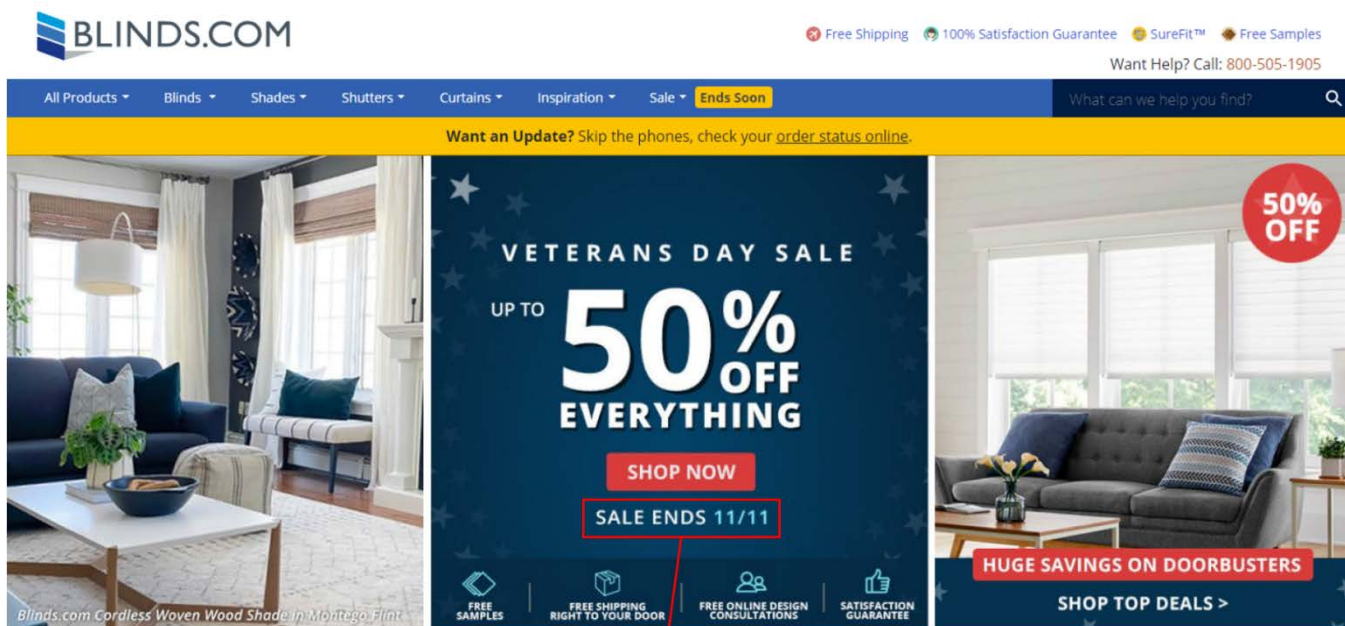
Captured August 1, 2022

22. These discounts appear to be only for a limited time, but in reality, they are ongoing. For example, as depicted on the following page, even after the “45% off sitewide” discount “ends [on] 11/1,” Blinds.com generates another similar discount, except with a new end date.



ENDS 11/1

Captured November 1, 2022




SALE ENDS 11/11


Captured November 2, 2022

23. Similarly, JustBlinds.com has also prominently displayed, for over a year, on its website, sales that are designed to induce consumers to purchase its Products under the mistaken belief they are getting a significant bargain. For example:

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**justblinds** *life should be this simple.* BLINDS ▾ SHADES ▾ SHUTTERS ▾ SALE 

Want an Update? Skip the phones, check your [order status online](#).




**IT'S OUR BIRTHDAY SALE**  
**UP TO 20% OFF**  
**SITEWIDE**

[SHOP NOW](#)

Use Code: **HAPPYBDAY**


SALE ENDS MARCH 16, 2022

**THE EASIEST WAY TO BUY BLINDS AND SHADES ONLINE**




Thank you, Justblinds! What great customer service! I will never buy anything for my windows from anywhere else. Thank you again!

Captured March 9, 2022

**justblinds** *life should be this simple.* BLINDS ▾ SHADES ▾ SHUTTERS ▾ SALE 

Want an Update? Skip the phones, check your [order status online](#).




**UP TO 20% OFF**  
**SITEWIDE**

[SHOP NOW](#)

Use Code: **HELLOMAY**

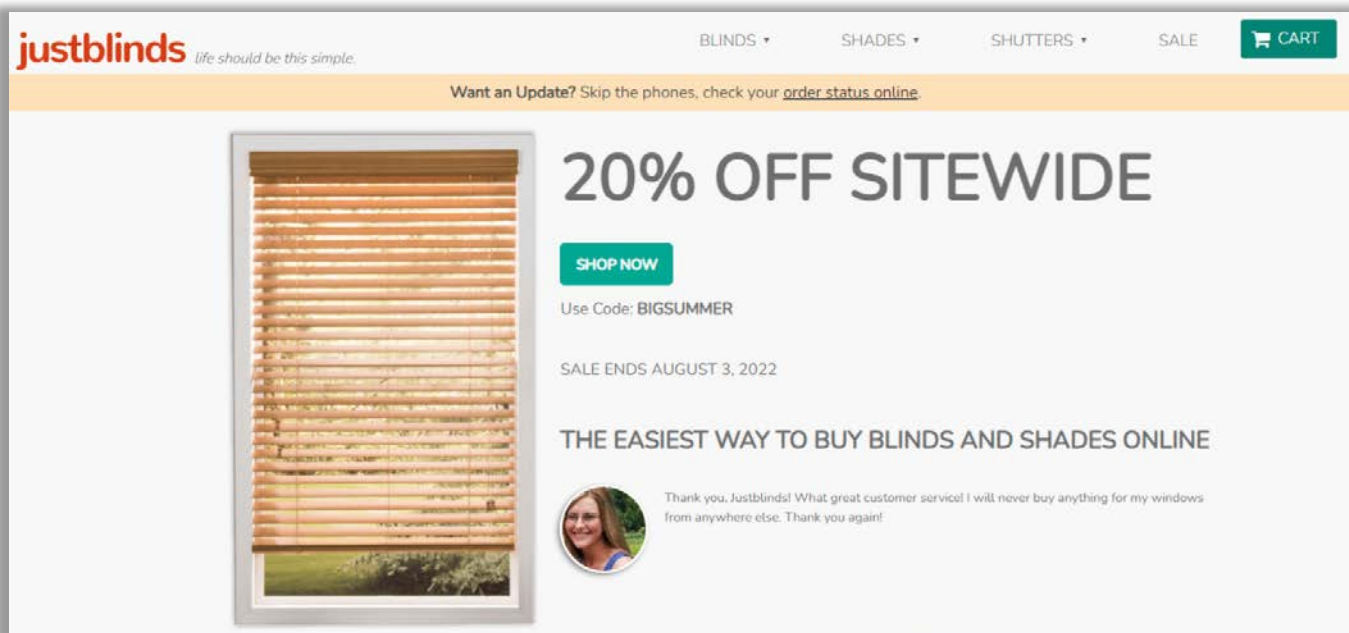
SALE ENDS MAY 11, 2022

**THE EASIEST WAY TO BUY BLINDS AND SHADES ONLINE**



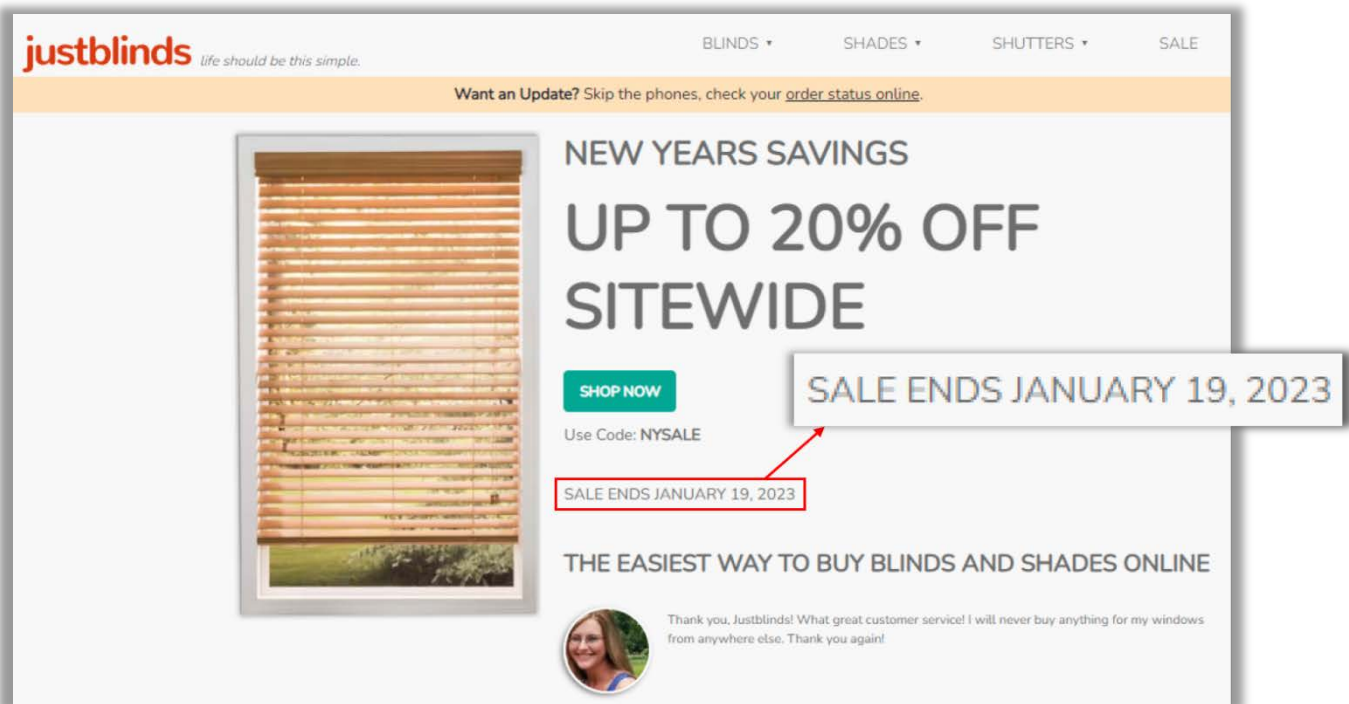
Thank you, Justblinds! What great customer service! I will never buy anything for my windows from anywhere else. Thank you again!

Captured May 7, 2022

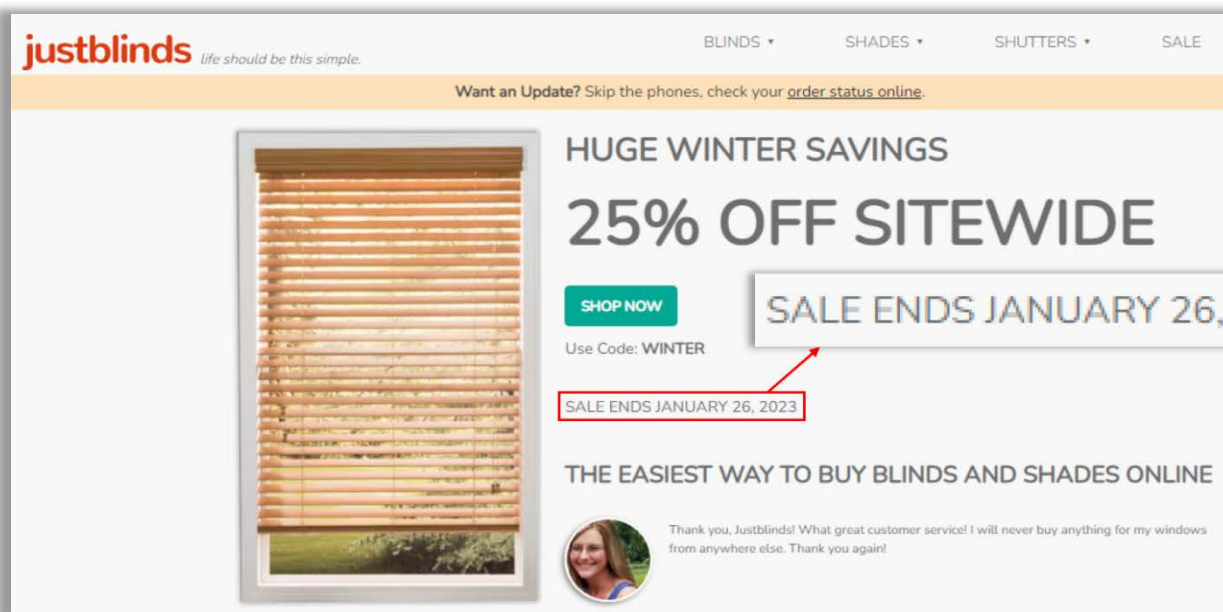


Captured August 2, 2022

24. JustBlinds.com’s discounts appear to be only for a limited time, but in reality, they are ongoing. For example, as depicted below and on the following page, even after the “20% off sitewide” discount “ends [on] January 19, 2023,” JustBlinds.com generates a similar discount again, except with a new end date.

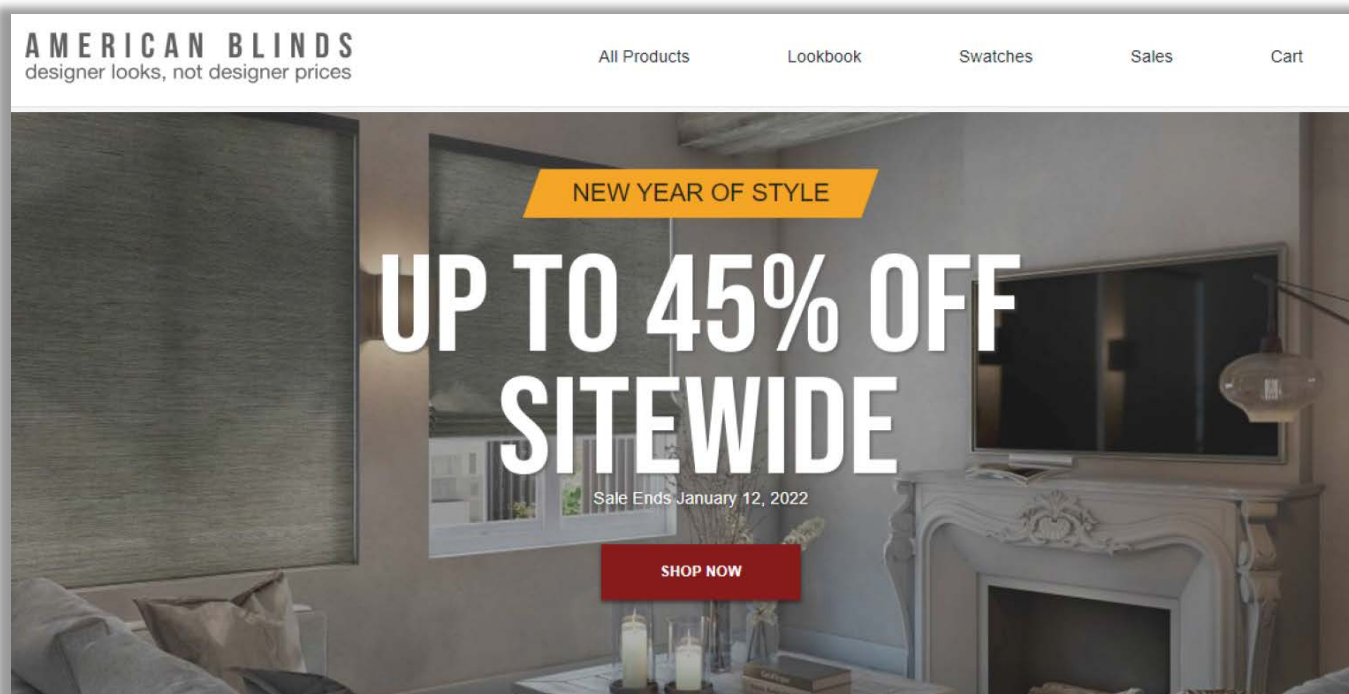


Captured January 19, 2023

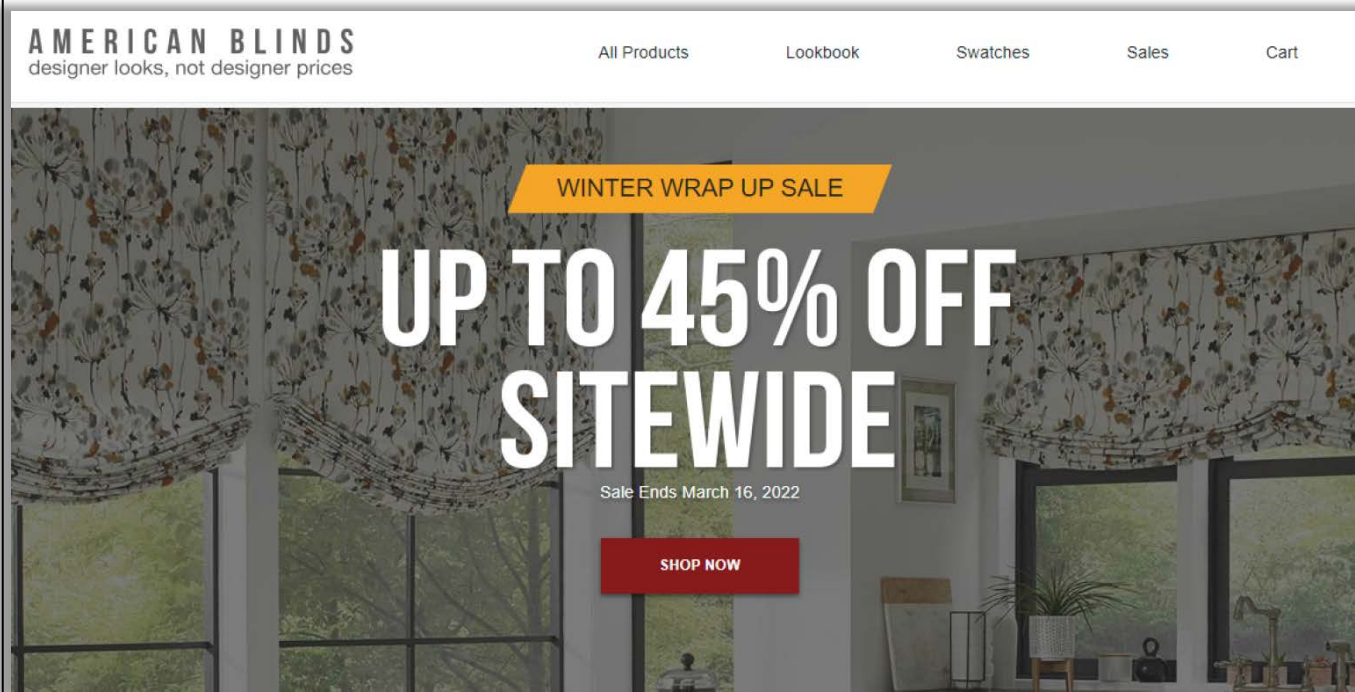


Captured January 20, 2023

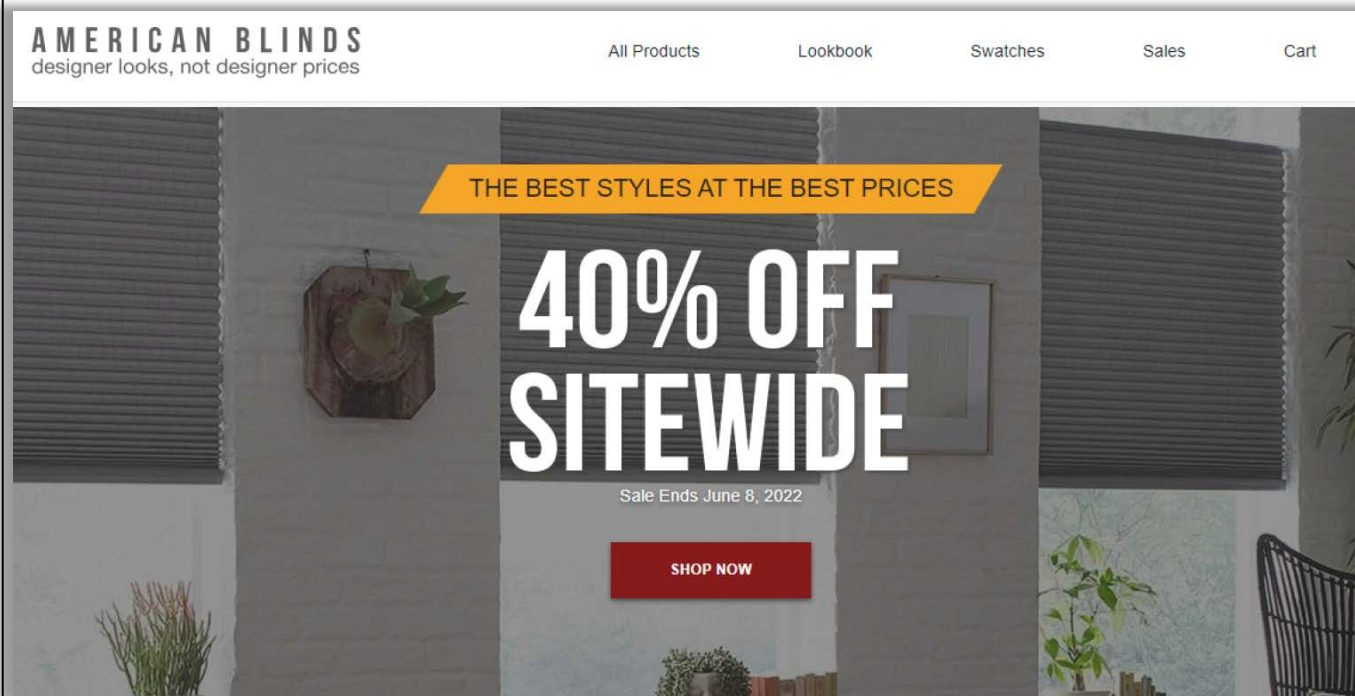
25. AmericanBlinds.com has also prominently displayed, for over a year, on its website, sales that are designed to induce consumers to purchase its Products under the mistaken belief they are getting a significant bargain. For example:



Captured January 12, 2022

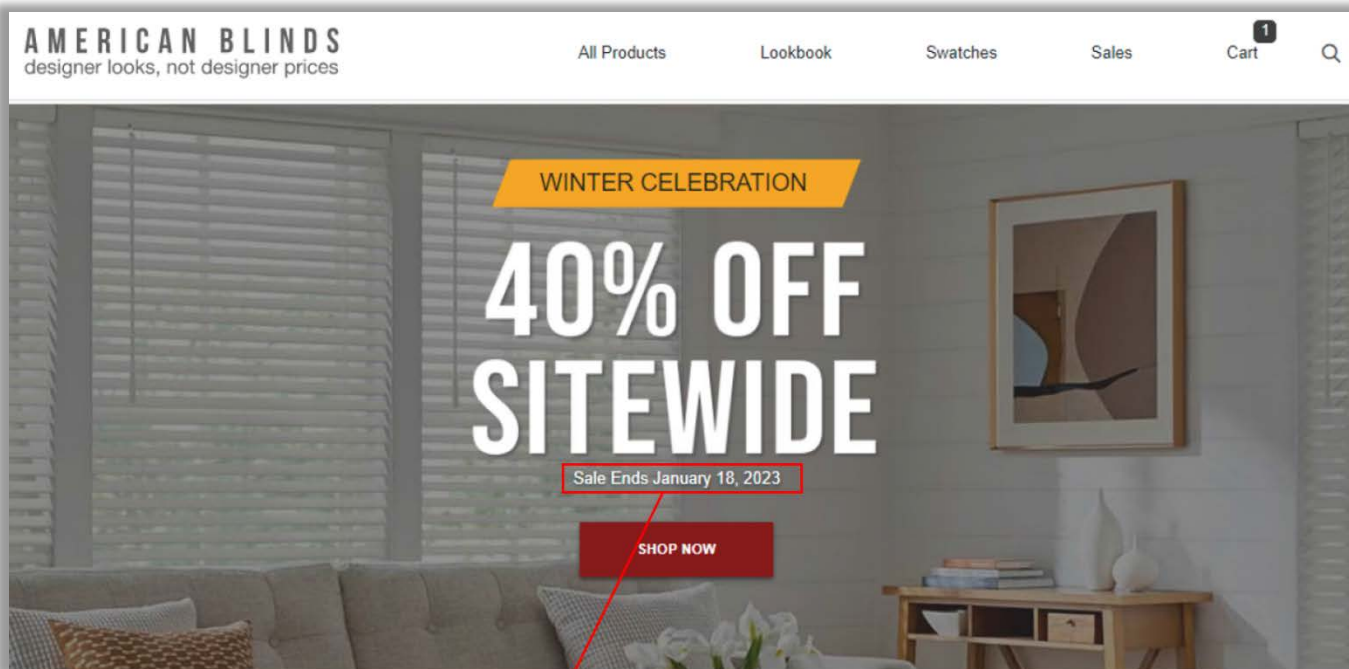


Captured March 16, 2022



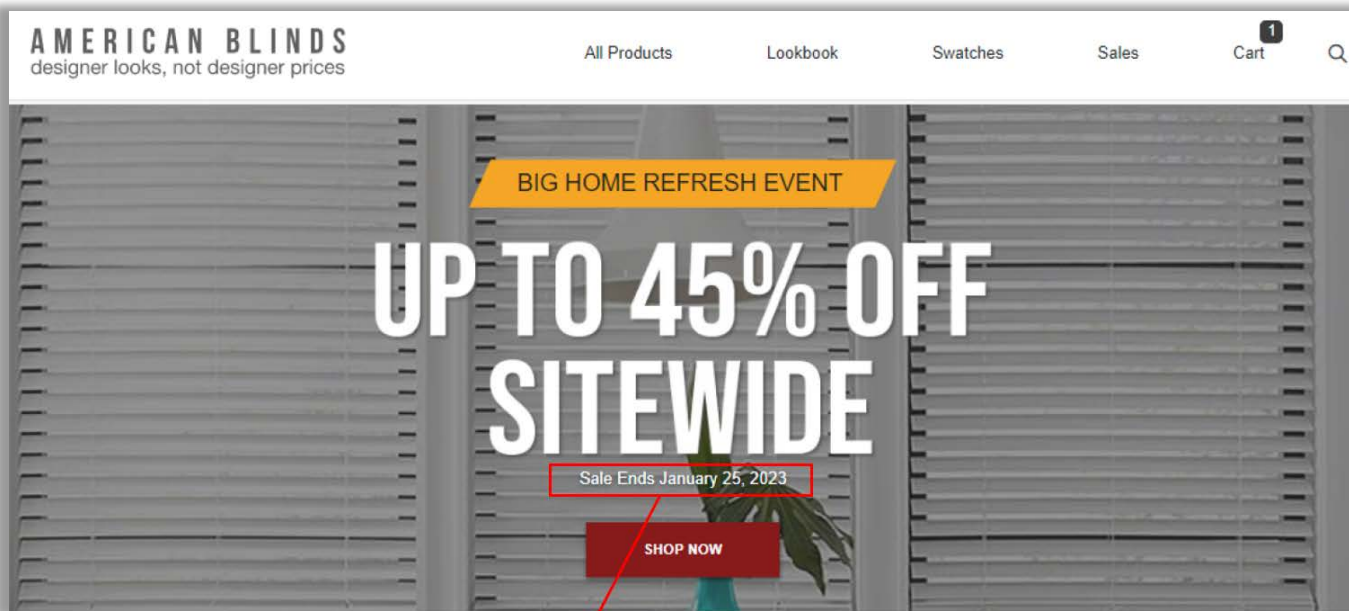
Captured June 8, 2022

26. AmericanBlinds.com’s discounts appear to be only for a limited time, but in reality, they are ongoing. For example, as depicted on the following page, even after the “40% off sitewide” discount “ends [on] January 18, 2023,” AmericanBlinds.com generates a similar discount again, except with a new end date.



Sale Ends January 18, 2023

Captured January 18, 2023



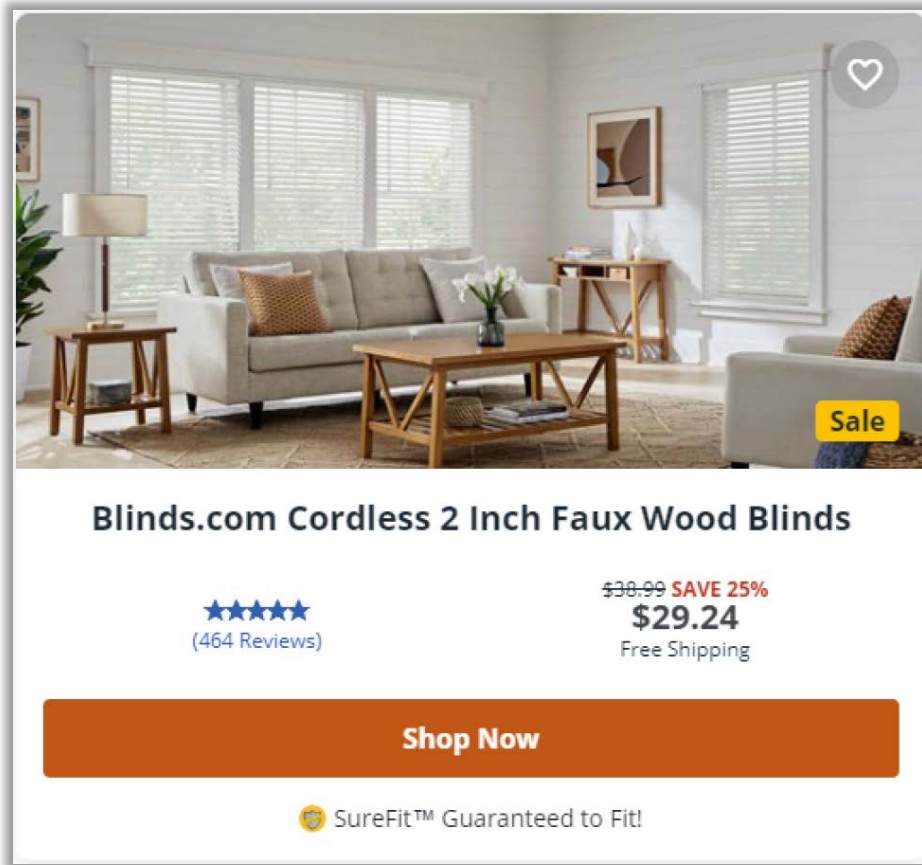
Sale Ends January 25, 2023

Captured January 19, 2023

Fake regular prices and fake discounts:

27. Defendant's websites list fake regular prices (that is, prices reflecting the list price or value of an item) and fake discounts.

1           28. For example, on December 16, 2022, Defendant advertised discounted  
2 prices on Blinds.com for all of its Products. As part of this discount, Defendant offered  
3 its Blinds.com Cordless 2 Inch Faux Wood Blinds, which has a purported regular price of  
4 \$38.99:



19           29. But the truth is, the Cordless 2 Inch Faux Wood Blinds' listed regular price  
20 of \$38.99 is not its prevailing price. Instead, it is always at a discount from the purported  
21 regular price of \$38.99 (e.g., on December 16, 2022, it was priced at \$29.24, and on  
22 January 23, 2023, it again was priced at \$29.24), and the customer is not receiving the  
23 advertised discount by buying during the purported sale.

24           30. In the same manner, JustBlinds.com advertised discounted prices on January  
25 13, 2023, for all of its Products. As part of this discount, Defendant offered its Cellular  
26 Shades, which has a purported regular price of \$35.00:





20 31. But the truth is, the Cellular Shades’ listed regular price of \$35.00 is not its  
21 prevailing price. Instead, it is always at a discount from the purported regular price of  
22 \$35.00 (e.g., on January 13, 2023, it was priced at \$31.50, and on January 23, 2023, it  
23 was priced at \$26.25), and the customer is not receiving the advertised discount by  
24 buying during the purported sale.

25 32. Again, on AmericanBlinds.com, Defendant advertised discounted prices on  
26 January 17, 2023, for all of its Products. As part of this discount, Defendant offered the  
27 Bella View Trademark 2 Inch Faux Wood Blinds, which has a purported regular price of  
28 \$68.00:



17           33. But the truth is, the Bella View Trademark 2 Inch Faux Wood Blinds’ listed  
18 regular price of \$68.00 is not its prevailing price. Instead, it is always at a discount from  
19 the purported regular price of \$68.00 (e.g., on January 17, 2023, it was priced at \$41.39,  
20 and on January 23, 2023, it was again priced at \$41.39), and the customer is not receiving  
21 the advertised discount by buying during the purported sale.

22           34. By listing fake regular prices and fake discounts, Defendant misleads  
23 consumers into believing that they are getting a good deal.

24           **B. Defendant’s advertisements violate California law.**

25           35. As the Federal Trade Commission states in its *Guides Against Deceptive*  
26 *Pricing*, “where an artificial, inflated price was established for the purpose of enabling  
27 the subsequent offer of a large reduction - the ‘bargain’ being advertised is a false one.”  
28 16 C.F.R. § 233.1.

1           36. Advertising such false “bargains” is false, misleading, and unfair.

2 Accordingly, it violates California’s Unfair Competition law, which bans “unlawful,  
3 unfair or fraudulent” business acts and practices. *See* Cal. Bus. & Prof. Code § 17200.

4           37. In addition, California’s Consumer Legal Remedies Act, specifically  
5 prohibits “[m]aking false or misleading statements of fact concerning reasons for,  
6 existence of, or amounts of, price reductions.” Cal. Civ. Code §1770(1)(13). Defendant’s  
7 advertisements make false statements regarding the reasons for the sale (e.g., advertising  
8 a seasonal “Veterans Day Sale,” when in fact the sale is ongoing), the existence of the  
9 sale, and the amounts of price reductions.

10           38. Further, under California law, “No price shall be advertised as a former price  
11 ... unless the alleged former price was the prevailing market price ... within three months  
12 next immediately preceding.” Cal. Bus. & Prof. Code §17501. As described in detail  
13 above, Defendant advertises its Products using former prices that were not the prevailing  
14 market prices within the preceding three months.

15           39. So, not only are Defendant’s business practices generally deceptive and  
16 fraudulent and therefore banned—they are also specifically prohibited by statute.

17           **C. Defendant’s advertisements harm consumers.**

18           40. Based on Defendant’s advertisements, reasonable consumers would expect  
19 that the listed regular prices are the prevailing prices at which Defendant actually sells its  
20 Products.

21           41. Reasonable consumers would also expect that, if they purchase during the  
22 sale, they will receive the advertised discount from the regular purchase price.

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

25           43. Consumers that are presented with discounts are substantially more likely to  
26 make the purchase. “Nearly two-thirds of consumers surveyed admitted that a promotion  
27 or a coupon often closes the deal, if they are wavering or are undecided on making a  
28

1 purchase.”<sup>1</sup> And, “two-thirds of consumers have made a purchase they weren't originally  
2 planning to make solely based on finding a coupon or discount,” while “80% [of  
3 consumers] said they feel encouraged to make a first-time purchase with a brand that is  
4 new to them if they found an offer or discount.”<sup>2</sup>

5 44. Similarly, when consumers believe that an offer is expiring soon, the sense  
6 of urgency makes them more likely to buy a product.<sup>3</sup>

7 45. Thus, Defendant’s advertisements harm consumers by inducing them to  
8 make purchases based on false information.

9 **D. Plaintiff was misled by Defendant’s misrepresentations.**

10 46. On May 2, 2022, Ms. Rudham purchased Cordless 2 Inch Faux Wood  
11 Blinds from Defendant. She purchased the blinds from the Defendant’s website,  
12 Blinds.com, while living in San Diego, California. Ms. Rudham’s receipt represented  
13 that she was receiving a substantial discount for the item that she ordered. The invoice  
14 represented that the regular price of the blinds she purchased was \$141.99 plus tax, and  
15 that she was receiving a discount of \$35.50 for the item.

16 47. Ms. Rudham read and relied on the representations on the website that the  
17 Product had the published regular price, and that she was receiving the advertised  
18 discount as compared to the regular price. She would not have made the purchase if she  
19 had known that the Product was not discounted as advertised, and that she was not  
20 receiving the advertised discount.

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24 <sup>1</sup> <https://www.invespcro.com/blog/how-discounts-affect-online-consumer-buying-behavior/>.

25 <sup>2</sup> RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases  
26 Online, Especially Among Millennial Buyers (prnewswire.com).

27 <sup>3</sup> <https://cxl.com/blog/creating-urgency/> (addition of a countdown timer increased  
28 conversion rates from 3.4%-10%); Dynamic email content leads to 400% increase in  
conversions for Black Friday email | Adestra (uplandsoftware.com) (400% higher  
conversation rate for ad with countdown timer).

1 48. Ms. Rudman faces an imminent threat of future harm. She likes the GCC  
2 Products, and would purchase them again if she could feel sure that Defendant would not  
3 illegally deceive her. But without an injunction, she cannot trust that Defendant will  
4 comply with the consumer protection statutes.

5 **E. Defendant breached its contract.**

6 49. When Ms. Rudham purchased and paid for the GCC Product she bought as  
7 described above, she accepted offers that Defendant made, and thus, a contract was  
8 formed at the time that she made the purchase. The offer was to provide blinds having a  
9 regular price of \$141.99, and to provide a discount of 25% off the regular price of those  
10 blinds.

11 50. Ms. Rudham and Global Custom Commerce entered a contract.

12 51. The market value of the blinds Ms. Rudham would receive, and the amount  
13 of the discount that she would be provided off the regular price of the item, were specific  
14 and material terms of the contract.

15 52. Defendant breached its contracts by failing to provide Ms. Rudham with a  
16 Product with a market value equal to the regular price displayed on its website, and by  
17 failing to provide the discount promised.

18 **V. Class Action Allegations.**

19 53. Plaintiff brings the asserted claims on behalf of the proposed class of:

- 20 • Nationwide Class: all persons who, within the applicable statute of limitations  
21 period, purchased one or more GCC Products advertised at a discount on  
22 Defendant's websites.  
23 • California Subclass: all persons who, while in the state of California and within  
24 the applicable statute of limitations period, purchased one or more GCC  
25 Products advertised at a discount on Defendant's websites.

26 54. The following people are excluded from the proposed class: (1) any Judge or  
27 Magistrate Judge presiding over this action and the members of their family; (2)  
28 Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in

1 which the Defendant or its parents have a controlling interest and their current  
2 employees, officers and directors; (3) persons who properly execute and file a timely  
3 request for exclusion from the class; (4) persons whose claims in this matter have been  
4 finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and  
5 Defendant's counsel, and their experts and consultants; and (6) the legal representatives,  
6 successors, and assigns of any such excluded persons.

7 ***Numerosity & Ascertainability***

8 55. The proposed class contains members so numerous that separate joinder of  
9 each member of the class is impractical. There are tens or hundreds of thousands of class  
10 members.

11 56. Class members can be identified through Defendant's sales records and  
12 public notice.

13 ***Predominance of Common Questions***

14 57. There are questions of law and fact common to the proposed class.  
15 Common questions of law and fact include, without limitation:

- 16 (1) whether Defendant made false or misleading statements of fact in its  
17 advertisements;  
18 (2) whether Defendant violated California's consumer protection statutes;  
19 (3) whether Defendant committed a breach of contract;  
20 (4) whether Defendant committed a breach of an express or implied warranty;  
21 (5) damages needed to reasonably compensate Plaintiff and the proposed class.

22 ***Typicality & Adequacy***

23 58. Plaintiff's claims are typical of the proposed class. Like the proposed class,  
24 Plaintiff purchased the GCC Products advertised at a discount on Defendant's websites.  
25 There are no conflicts of interest between Plaintiff and the class.

26 ***Superiority***

27 59. A class action is superior to all other available methods for the fair and  
28 efficient adjudication of this litigation because individual litigation of each claim is

1 impractical. It would be unduly burdensome to have individual litigation of millions of  
2 individual claims in separate lawsuits, every one of which would present the issues  
3 presented in this lawsuit.

4 **VI. Claims.**

5 **First Cause of Action:**

6 **Violation of California’s False Advertising Law, Bus. & Prof. Code §§ 17501 et. seq.**  
7 **(By Plaintiff and the California Subclass)**

8 60. Plaintiff incorporates each and every factual allegation set forth above.

9 61. Plaintiff brings this cause of action on behalf of herself and members of the  
10 California Subclass.

11 62. Defendant has violated Section 17501 of the Business and Professions Code.

12 63. As alleged more fully above, Defendant advertises former prices on its  
13 websites along with discounts. Defendant does this, for example, by crossing out a  
14 higher price (e.g., \$35.00) or displaying a discount price next to the “regular” price.

15 64. The former prices advertised by Defendant were not the prevailing market  
16 prices for the Products within three months preceding publication of the advertisement.

17 65. Defendant’s former price advertisements do not state clearly, exactly, and  
18 conspicuously when, if ever, the former prices prevailed. Defendant’s advertisements do  
19 not indicate whether or when the purported former prices were offered at all.

20 66. Defendant violated, and continues to violate, Section 17501 to induce  
21 Plaintiff and the subclass to make purchases on its websites based on the advertised  
22 former prices.

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

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

4 69. Defendant's misrepresentations were a substantial factor and proximate  
5 cause in causing damages and losses to Plaintiff and the subclass.

6 70. Plaintiff and the subclass were injured as a direct and proximate result of  
7 Defendant's conduct because (a) they would not have purchased GCC Products if they  
8 had known the truth, and/or (b) they overpaid for the Products because the GCC Products  
9 were sold at a price premium due to the misrepresentation.

10 **Second Cause of Action:**

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

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

13 71. Plaintiff incorporates each and every factual allegation set forth above.

14 72. Plaintiff brings this cause of action on behalf of herself and members of the  
15 California Subclass.

16 73. Defendant has violated Section 17500 of the Business and Professions Code.

17 74. As alleged more fully above, Defendant made and disseminated untrue and  
18 misleading statements of facts in its advertisements to subclass members.

19 75. Defendant did this by advertising false regular prices and false discounts  
20 regarding its Products.

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

24 77. Defendant's misrepresentations were intended to induce reliance, and  
25 Plaintiff saw, read, and reasonably relied on the statements when purchasing GCC  
26 Products. Defendant's misrepresentations were a substantial factor in Plaintiff's purchase  
27 decision.  
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1           78.    In addition, subclass-wide reliance can be inferred because Defendant’s  
2 misrepresentations were material, i.e., a reasonable consumer would consider them  
3 important in deciding whether to buy the Products.

4           79.    Defendant’s misrepresentations were a substantial factor and proximate  
5 cause in causing damages and losses to Plaintiff and the subclass.

6           80.    Plaintiff and the subclass were injured as a direct and proximate result of  
7 Defendant’s conduct because (a) they would not have purchased GCC Products if they  
8 had known the truth, and/or (b) they overpaid for the Products because the GCC Products  
9 were sold at a price premium due to the misrepresentation.

10                                 **Third Cause of Action:**

11                                 **Violation of California’s Consumer Legal Remedies Act**

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

13           81.    Plaintiff incorporates each and every factual allegation set forth above.

14           82.    Plaintiff brings this cause of action on behalf of herself and members of the  
15 California Subclass.

16           83.    Plaintiff and the subclass are “consumers,” as the term is defined by  
17 California Civil Code § 1761(d).

18           84.    Plaintiff and the subclass have engaged in “transactions” with Defendant as  
19 that term is defined by California Civil Code § 1761(e).

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

24           86.    As alleged more fully above, Defendant made and disseminated untrue and  
25 misleading statements of facts in its advertisements to subclass members. Defendant did  
26 this by using fake regular prices, i.e., regular prices that are not the prevailing prices, and  
27 advertising fake discounts.  
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1           87. Defendant violated, and continues to violate, Section 1770(a)(13) of the  
2 California Civil Code by making false or misleading statements of fact concerning  
3 reasons for, existence of, or amounts of, price reductions on its websites. Defendant has  
4 violated Section 1770(a)(13) by (1) misrepresenting the regular price of Products on its  
5 websites, (2) advertising discounts and savings that are exaggerated or nonexistent, (3)  
6 misrepresenting that the discounts and savings are unusually large, when in fact they are  
7 regularly available, and (4) misrepresenting the reason for the sale (e.g., “Veterans Day  
8 sale,” when in fact the sale is ongoing and not limited to Veterans Day).

9           88. Defendant violated, and continues to violate, Section 1770(a)(5) of the  
10 California Civil Code by representing that Products offered for sale on its websites have  
11 characteristics or benefits that they do not have. Defendant represents that the value of its  
12 Products is greater than it actually is by advertising inflated regular prices and fake  
13 discounts for the Products.

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

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

21           91. Defendant’s misrepresentations were intended to induce reliance, and  
22 Plaintiff saw, read, and reasonably relied on them when purchasing the GCC Product.  
23 Defendant’s misrepresentations were a substantial factor in Plaintiff’s purchase decision.

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

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

1 94. Plaintiff and the subclass were injured as a direct and proximate result of  
2 Defendant's conduct because (a) they would not have purchased GCC Products if they  
3 had known the discounts and/or regular prices were not real, and/or (b) they overpaid for  
4 the Products because the Products are sold at a price premium due to the  
5 misrepresentation.

6 95. Accordingly, pursuant to California Civil Code § 1780(a)(2), Ms. Rudham,  
7 on behalf of herself and all other members of the subclass, seeks injunctive relief.

8 96. CLRA § 1782 NOTICE. On January 19, 2023, a CLRA demand letter was  
9 sent to Defendant's Texas headquarters via certified mail (return receipt requested), that  
10 provided notice of Defendant's violations of the CLRA and demanded that Defendant  
11 correct the unlawful, unfair, false and/or deceptive practices alleged here. Defendant  
12 does not have a California headquarters. If Defendant does not fully correct the problem  
13 for Plaintiff and for each member of the California Subclass within 30 days of receipt,  
14 Plaintiff and the California Subclass will seek all monetary relief allowed under the  
15 CLRA.

16 97. A CLRA venue declaration is attached.

17 **Fourth Cause of Action:**

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

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

20 98. Plaintiff incorporates each and every factual allegation set forth above.

21 99. Plaintiff brings this cause of action on behalf of herself and members of the  
22 California Subclass.

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

26 ***The Unlawful Prong***

27 101. Defendant engaged in unlawful conduct by violating the CLRA and FAL, as  
28 alleged above and incorporated here.

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*The Deceptive Prong*

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

103. Defendant’s representations were misleading to Plaintiff and other reasonable consumers.

104. Plaintiff relied upon Defendant’s misleading representations and omissions, as detailed above.

*The Unfair Prong*

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

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

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

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

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

\* \* \*

1 110. For all prongs, Defendant's representations were intended to induce reliance,  
2 and Plaintiff saw, read, and reasonably relied on them when purchasing the GCC Product.  
3 Defendant's representations were a substantial factor in Plaintiff's purchase decision.

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

7 112. Defendant's representations were a substantial factor and proximate cause in  
8 causing damages and losses to Plaintiff and the subclass members.

9 113. Plaintiff and the subclass were injured as a direct and proximate result of  
10 Defendant's conduct because (a) they would not have purchased the GCC Products if  
11 they had known that they were not discounted, and/or (b) they overpaid for the Products  
12 because the Products are sold at the regular price and not at a discount.

13 **Fifth Cause of Action:**

14 **Breach of Contract**

15 **(By Plaintiff and the Nationwide Class)**

16 114. Plaintiff incorporates each and every factual allegation set forth above.

17 115. Plaintiff brings this cause of action on behalf of herself and the Nationwide  
18 Class. In the alternative, Plaintiff brings this cause of action on behalf of herself and the  
19 California Subclass.

20 116. Plaintiff and class members entered into contracts with Global Custom  
21 Commerce when they placed orders to purchase Products on Defendant's websites.

22 117. The contracts provided that Plaintiff and class members would pay Global  
23 Custom Commerce for the Products ordered.

24 118. The contracts further required that GCC provides Plaintiff and class  
25 members with Products that have a market value equal to the regular prices displayed on  
26 the website. They also required that GCC provides Plaintiff and the class members with  
27 the discount listed in the receipt. These were specific and material terms of the contract.  
28

1 119. The specific discounts were a specific and material term of each contract,  
2 and were displayed to Plaintiff and class members at the time they placed their orders.

3 120. Plaintiff and class members paid GCC for the Products they ordered, and  
4 satisfied all other conditions of their contracts.

5 121. GCC breached the contracts with Plaintiff and class members by failing to  
6 provide Products that had a prevailing market value equal to the regular price displayed  
7 on its websites, and by failing to provide the promised discount. GCC did not provide the  
8 discount that GCC had promised.

9 122. As a direct and proximate result of Defendant's breaches, Plaintiff and class  
10 members were deprived of the benefit of their bargained-for exchange, and have suffered  
11 damages in an amount to be established at trial.

12 **Sixth Cause of Action:**

13 **Breach of Express Warranty**

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

15 123. Plaintiff incorporates each and every factual allegation set forth above.

16 124. Plaintiff brings this cause of action on behalf of herself and the California  
17 Subclass.

18 125. Defendant, as the manufacturer, marketer, distributor, supplier, and/or seller  
19 of the GCC Products, issued material, written warranties by advertising that the Products  
20 had a prevailing market value equal to the regular price displayed on Defendant's  
21 websites. This was an affirmation of fact about the Products (i.e., a representation about  
22 the market value) and a promise relating to the goods.

23 126. This warranty was part of the basis of the bargain and Plaintiff and members  
24 of the subclass relied on this warranty.

25 127. In fact, the GCC Products' stated market value was not the prevailing market  
26 value. Thus, the warranty was breached.

27 128. Plaintiff provided Defendant with notice of this breach of warranty, by  
28 mailing a notice letter to Defendant's headquarters, on January 19, 2023.

1 129. Plaintiff and the subclass were injured as a direct and proximate result of  
2 Defendant’s breach, and this breach was a substantial factor in causing harm, because (a)  
3 they would not have purchased GCC Products if they had known that the warranty was  
4 false, or (b) they overpaid for the Products because the Products are sold at a price  
5 premium due to the warranty.

6 **Seventh Cause of Action:**

7 **Breach of Implied Warranty**

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

9 130. Plaintiff incorporates each and every factual allegation set forth above.  
10 131. Plaintiff brings this cause of action on behalf of herself and the California  
11 Subclass.

12 132. As described in greater detail above, Defendant impliedly warranted that the  
13 GCC Products had a market value equal to the regular price displayed on Defendant’s  
14 websites.

15 133. This warranty was part of the basis of the bargain and Plaintiff and members  
16 of the subclass relied on this warranty.

17 134. In fact, the GCC Products did not have a market value equal to the regular  
18 price displayed. Thus, the warranty was breached.

19 135. Plaintiff provided Defendant with notice of this breach of warranty, by  
20 mailing a notice letter to Defendant’s headquarters, on January 19, 2023.

21 136. Plaintiff and the subclass were injured as a direct and proximate result of  
22 Defendant’s breach, and this breach was a substantial factor in causing harm, because (a)  
23 they would not have purchased GCC Products if they had known the truth, or (b) they  
24 overpaid for the Products because the Products are sold at a price premium due to the  
25 warranty.

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**Eighth Cause of Action:**

**Quasi-Contract/Unjust Enrichment**

**(By Plaintiff and the Nationwide Class)**

137. Plaintiff incorporates each and every factual allegation set forth above.

138. Plaintiff brings this cause of action on behalf of herself and the Nationwide Class. In the alternative, Plaintiff brings this claim on behalf of herself and the California Subclass.

139. As alleged in detail above, Defendant's false and misleading advertising caused Plaintiff and the class to purchase GCC Products and to pay a price premium for these Products.

140. In this way, Defendant received a direct and unjust benefit, at Plaintiff's expense.

141. Plaintiff and the class seek restitution.

**Ninth Cause of Action:**

**Negligent Misrepresentation**

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

142. Plaintiff incorporates each and every factual allegation set forth above.

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

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

145. These representations were false.

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



1 147. Defendant intended that Plaintiff and California Subclass members rely on  
2 these representations and Plaintiff and subclass members read and reasonably relied on  
3 them.

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

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

9 150. Plaintiff and California Subclass members were injured as a direct and  
10 proximate result of Defendant's conduct because (a) they would not have purchased GCC  
11 Products if they had known that the representations were false, and/or (b) they overpaid  
12 for the Products because the Products are sold at a price premium due to the  
13 misrepresentation.

14 **Tenth Cause of Action:**

15 **Intentional Misrepresentation**

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

17 151. Plaintiff incorporates each and every factual allegation set forth above.

18 152. Plaintiff brings this cause of action on behalf of herself and the California  
19 Subclass.

20 153. As alleged more fully above, Defendant made false representations and  
21 material omissions of fact to Plaintiff and California Subclass members concerning the  
22 existence and/or nature of the discounts and savings advertised on its websites.

23 154. These representations were false.

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

26 156. Defendant intended that Plaintiff and California Subclass members rely on  
27 these representations and Plaintiff and California Subclass members read and reasonably  
28 relied on them.

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

4 158. Defendant's misrepresentations were a substantial factor and proximate  
5 cause in causing damages and losses to Plaintiff and California Subclass members.

6 159. Plaintiff and California Subclass members were injured as a direct and  
7 proximate result of Defendant's conduct because (a) they would not have purchased GCC  
8 Products if they had known that the representations were false, and/or (b) they overpaid  
9 for the Products because the Products are sold at a price premium due to the  
10 misrepresentation.

11 **VII. Jury Trial Demand.**

12 160. Plaintiff demands the right to a jury trial on all claims so triable.

13 **VIII. Relief.**

14 161. Plaintiff seeks the following relief for herself and the class and subclass:

- 15 • An order certifying the asserted claims, or issues raised, as a class action;
- 16 • A judgment in favor of Plaintiff and the proposed class and subclass;
- 17 • Damages, treble damages, and punitive damages where applicable;
- 18 • Restitution;
- 19 • Disgorgement, and other just equitable relief;
- 20 • Pre- and post-judgment interest;
- 21 • An injunction prohibiting Defendant's deceptive conduct, as allowed by law;
- 22 • Reasonable attorneys' fees and costs, as allowed by law;
- 23 • Any additional relief that the Court deems reasonable and just.

24  
25 Dated: January 26, 2023

Respectfully submitted,

26 By: /s/ Christin K. Cho  
27 Christin K. Cho (Cal. Bar No. 238173)\*  
28 christin@dovel.com

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*Counsel for Plaintiff and Proposed Class*

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