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Attorneys for Plaintiff and Proposed Class Counsel

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

COURTNEY DENNIS, on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

RALPH LAUREN CORPORATION, a
Delaware corporation, RALPH LAUREN
RETAIL, INC., a Delaware corporation,
and DOES 1- 20, inclusive,

Defendants.

Case No. '16CV1056 WQHBGS

CLASS ACTION COMPLAINT

- 1. Violation of California’s Unfair Competition Laws (“UCL”); California Business & Professions Code Sections 17200, et seq.**
- 2. Violation of California’s False Advertising Laws (“FAL”); California Business & Professions Code Sections 17500, et seq.**
- 3. Violations of California Consumer Legal Remedies Act (“CLRA”); Civ. Code § 1750, et seq.**

[DEMAND FOR JURY TRIAL]

1 Plaintiff COURTNEY DENNIS brings this action on behalf of herself and all others
2 similarly situated against Defendant RALPH LAUREN CORPORATION and Defendant
3 RALPH LAUREN RETAIL, INC. (collectively “Defendants”), and states:

4 **I. NATURE OF ACTION**

5 1. This is a class action regarding Defendants’ false and misleading
6 advertisement of “market” prices, and corresponding phantom “savings,” on clothing and
7 fashion apparel sold in its retail outlet stores. During the Class Period (defined below),
8 Defendants advertised false price discounts for merchandise sold throughout their retail
9 outlet stores.

10 2. During the Class Period, Defendants continually misled consumers by
11 advertising clothing and fashion apparel at discounted, “savings” prices. Defendants would
12 compare the “sale” prices to false “market” prices, which were misrepresented as the
13 “market” retail prices from which the “savings” was discounted. The advertised discounts
14 were nothing more than mere phantom markdowns because the represented market prices
15 were artificially inflated and were not the original or “market” prices for clothing and
16 fashion apparel sold at Defendants’ retail outlet stores. In addition, the represented
17 “market” prices were not the prevailing marketing retail prices within three months next
18 immediately preceding the publication of the advertised former prices, as required by
19 California law.

20 3. Defendants convey their deceptive pricing scheme to consumers through
21 promotional materials, in-store displays, and print advertisements. For example, in
22 Defendants’ retail outlet stores, the pricing scheme is prominently displayed, advertising
23 deep discounts, including “40% off” various items throughout the store.

24 4. The purported “market prices” never existed and/or did not constitute the
25 prevailing market retail prices for such products within the three months immediately
26 preceding the publication of the sales tag. The difference between the “sale” and “regular”
27 prices is a false savings percentage used to lure consumers into purchasing products they
28 believe are significantly discounted.

1 5. Through their false and misleading marketing, advertising and pricing scheme,
2 Defendants violated, and continue to violate California law prohibiting advertising goods
3 for sale as discounted from former prices which are false, and prohibiting misleading
4 statements about the existence and amount of price reductions. Specifically, Defendants
5 violated, and continue to violate, California’s Business & Professions Code §§ 17200, *et*
6 *seq.* (the “UCL”), California’s Business & Professions Code §§ 17500, *et seq.* (the “FAL”),
7 the California Consumers’ Legal Remedies Act, California Civil Code §§ 1750, *et seq.* (the
8 “CLRA”), and the Federal Trade Commission Act (“FTCA”), which prohibits “unfair or
9 deceptive acts or practices in or affecting commerce” (15 U.S.C. § 45(a)(1)) and false
10 advertisements. 15 U.S.C. § 52(a).

11 6. Plaintiff brings this action on behalf of herself and all other similarly situated
12 consumers who have purchased from Defendants’ retail outlet stores, one or more items of
13 clothing and fashion apparel that was or were deceptively represented as discounted from
14 false former prices. Plaintiff brings this action in order to halt the dissemination of this
15 false, misleading, and deceptive price scheme; correct the false and misleading perception
16 it has created in the minds of consumers; and to obtain redress for those who have purchased
17 these products. Plaintiff seeks restitution and other equitable remedies, including an
18 injunction under the UCL and FAL; and restitution, damages, and an injunction under the
19 CLRA.

20 **II. JURISDICTION AND VENUE**

21
22 7. This Court has original jurisdiction of this Action pursuant to the Class Action
23 Fairness Act, 28 U.S.C §1332 (d)(2). The matter in controversy, exclusive of interest and
24 costs, exceeds the sum or value of \$5,000,000 and at least some members of the proposed
25 Class have a different citizenship from Defendants.

26 8. The Southern District of California has personal jurisdiction over the
27 Defendants named in this action because Defendants are corporations or other business
28 entities authorized to conduct and do conduct business in the State of California.

1 Defendants also are registered with the California Secretary of State to do sufficient
2 business with sufficient minimum contacts in California. Defendants intentionally avail
3 themselves of the California market through the ownership and operation of numerous
4 Ralph Lauren outlet and retail stores within the State of California.

5 9. Venue is proper under 18 U.S.C. §1965(a) because Defendants transact
6 substantial business in this District, and a substantial part of the events giving rise to
7 Plaintiff's claims arose in this District.

8
9 **III. PARTIES**

10 **Plaintiff**

11 10. COURTNEY DENNIS resides in San Diego, California. Plaintiff, in reliance
12 on Defendants' false and deceptive advertising, marketing and "discount" pricing schemes,
13 purchased a children's polo shirt for her daughter for \$44.99 (with sales tax, \$48.59) on or
14 around November 19, 2015, at a Ralph Lauren Polo Factory Store located in Carlsbad,
15 California. The shirt was advertised as having an original, or "market," price of \$74.99.
16 That price was purportedly discounted and represented to Plaintiff as "40% off" according
17 to the price tag and related signage. However, this product was not offered for sale at \$74.99
18 at Defendants' retail outlet store, nor was it offered at that price within the 90-day time
19 period immediately preceding Plaintiff's purchase. Therefore, Ms. Dennis was damaged
20 by her purchase of the product.

21 **Defendant**

22 11. Plaintiff is informed and believes, and upon such information and belief
23 alleges, Defendant Ralph Lauren Corporation is a Delaware corporation with its principal
24 executive offices in New York, New York.

25 12. Plaintiff is informed and believes, and upon such information and belief
26 alleges, Defendant Ralph Lauren Retail, Inc. is a Delaware corporation with its principal
27 executive offices in New York, New York.

28 13. Defendants operate Ralph Lauren and related outlet Ralph Lauren Polo

1 Factory stores as well as the ralphlauren.com website, and advertise, market, distribute,
2 and/or sell clothing and clothing accessories in California and throughout the United States.

3 14. Plaintiff does not know the true names or capacities of the persons or entities
4 sued herein as DOES 1-20, inclusive, and therefore sues such Defendants by such fictitious
5 names. Plaintiff is informed and believes, and upon such information and belief alleges,
6 that each of the DOE Defendants is in some manner legally responsible for the damages
7 suffered by Plaintiff and the Class members as alleged herein. Plaintiff will amend this
8 Complaint to set forth the true names and capacities of these Defendants when they have
9 been ascertained, along with appropriate charging allegations, as may be necessary.

10 **IV. FACTUAL BACKGROUND**
11

12 15. On or around November 19, 2015, Plaintiff went shopping at the Ralph Lauren
13 Polo Factory store in Carlsbad, California to purchase clothing and related apparel for
14 herself and her family. Upon examining a particular children's polo shirt, she observed that
15 the shirt were advertised at "40% off." Plaintiff observed signage within the store and the
16 price tag on the shirt which represented that the shirt was "40% off." Believing that she
17 was receiving a significant value by purchasing polo shirt for \$44.99 that had an original or
18 "market" price of \$74.99, she decided to purchase the shirt and proceeded to the cash
19 register where she did in fact purchase the shirt.

20 16. Specifically, relying upon Defendants' misrepresentations and false and
21 deceptive advertising, Plaintiff purchased the shirt for \$44.66 (with sales tax, \$48.59). The
22 price tag indicated the original or "market" price of the shirt was "\$74.99," and that they
23 were being offered at a discount, described as 40% off. These purported "market" prices
24 and corresponding price "discounts" and savings were false and misleading, as the
25 prevailing retail price for the shirt during the three months immediately prior to Plaintiff's
26 purchase was not the \$74.99 "market" price advertised by Defendants.

27 17. Plaintiff would not have purchased the shirt without the misrepresentations
28 made by Defendants. As a result, Plaintiff has been personally victimized by and suffered

1 economic injury as a direct result of Defendants’ unlawful, unfair and fraudulent conduct.

2 18. Defendants know that their comparative price advertising is false, deceptive,
3 misleading and unlawful under California law.

4 19. Defendants fraudulently concealed from and intentionally failed to disclose to
5 Plaintiff and other members of the proposed class the truth about its advertised price and
6 former prices.

7 20. At all relevant times, Defendants have been under a duty to Plaintiff and the
8 proposed class to disclose the truth about their false discounts.

9 21. Plaintiff relied upon Defendants’ artificially inflated “market” price and false
10 discounts when purchasing the polo shirt at Defendants’ Polo Factory store. Plaintiff would
11 not have made such purchases but for Defendants’ representation of the fabricated original
12 “market” prices and false discounts.

13 22. Plaintiff and the Class reasonably and justifiably acted and relied on the
14 substantial price differences that Defendants advertised, and made purchases believing that
15 they were receiving a substantial discount on an item of greater value than it actually was.
16 Plaintiff, like other class members, was lured in, relied on, and damaged by these pricing
17 schemes that Defendants carried out.

18 23. Defendants intentionally concealed and failed to disclose material facts
19 regarding the truth about false former price advertising in order to provoke Plaintiff and the
20 proposed class to purchase Ralph Lauren branded products in its Polo Factory store and/or
21 retail outlet stores and/or on its Internet website.

22 **V. CLASS ALLEGATIONS**

23
24 24. Plaintiff brings this action on behalf of herself and all other similarly situated
25 Class members pursuant to Rule 23(a), (b)(2) and (b)(3) of the Federal Rules of Civil
26 Procedure and seeks certification of the following Class against Defendants for violations
27 of California state laws:

28 All individuals in the State of California who, within the applicable statute of

1 limitations preceding the filing of this action, purchased apparel at a discount
2 at one of Defendants' Polo Factory stores and/or retail outlet stores.

3 Excluded from the Class are Defendants and their past and present officers, directors,
4 employees, agents, and affiliates; Class counsel and their employees; and any judge who
5 presides over this action as well as his/her staff. Plaintiff reserves the right to expand, limit,
6 modify, or amend this class definition, including the addition of one or more subclasses, in
7 connection with her motion for class certification, or at any other time, based upon, *inter*
8 *alia*, changing circumstances and/or new facts obtained during discovery.

9 **25. Numerosity:** The class members are so numerous that joinder of all members
10 is impracticable. Plaintiff is informed and believes that the proposed Class contain
11 thousands of individuals who have been damaged by Defendants' conduct as alleged herein.
12 The precise number of Class members is unknown to Plaintiff.

13 **26. Existence and Predominance of Common Questions of Law and Fact:** This
14 action involves common questions of law and fact, which predominate over any questions
15 affecting individual Class members. These common legal and factual questions include,
16 but are not limited to, the following:

- 17 **a.** Whether, during the Class Period, Defendants used false "market" or
18 "original" price labels and falsely advertised price discounts on their
19 Ralph Lauren branded products they sold in their Polo Factory store
20 and/or retail outlet stores;
- 21 **b.** Whether, during the Class Period, the "original" or "market" prices
22 advertised by Defendants were the prevailing market prices for the
23 respective Ralph Lauren branded products during the three month
24 period preceding the dissemination and/or publication of the advertised
25 former prices;
- 26 **c.** Whether Defendants' alleged conduct constitutes violations of the laws
27 asserted;
- 28 **d.** Whether Defendants engaged in unfair, unlawful and/or fraudulent

1 business practices under the laws asserted;

2 e. Whether Defendants engaged in false or misleading advertising;

3 f. Whether Plaintiff and Class members are entitled to damages and/or
4 restitution and the proper measure of that loss; and

5 g. Whether an injunction is necessary to prevent Defendants from
6 continuing to use false, misleading or illegal price comparison.

7 27. **Typicality:** Plaintiff's claims are typical of the claims of the members of the
8 Class because, *inter alia*, all Class members have been deceived (or were likely to be
9 deceived) by Defendants' false and deceptive price advertising scheme, as alleged herein.
10 Plaintiff is advancing the same claims and legal theories on behalf of herself and all
11 members of the class.

12 28. **Adequacy:** Plaintiff will fairly and adequately protect the interests of the
13 members of the Class. Plaintiff has retained counsel experienced in complex consumer
14 class action litigation, and Plaintiff intends to prosecute this action vigorously. Plaintiff has
15 no antagonistic or adverse interest to those of the Class.

16 29. **Superiority:** The nature of this action and the nature of laws available to
17 Plaintiff and the Class make the use of the class action format a particularly efficient and
18 appropriate procedure to afford relief to her and the class for the wrongs alleged. The
19 damages or other financial detriment suffered by individual Class members is relatively
20 modest compared to the burden and expense that would be entailed by individual litigation
21 of their claims against Defendants. It would thus be virtually impossible for Plaintiff and
22 Class members, on an individual basis, to obtain effective redress for the wrongs done to
23 them. Absent the class action, Class members and the general public would not likely
24 recover, or would not likely have the chance to recover, damages or restitution, and
25 Defendants will be permitted to retain the proceeds of its fraudulent and deceptive
26 misdeeds.

27 30. All Class members, including Plaintiff, were exposed to one or more of
28 Defendants' misrepresentations or omissions of material fact claiming that former original

1 or “market” advertised prices were in existence. Due to the scope and extent of Defendants’
2 consistent false “discount” price advertising scheme, disseminated in a years-long
3 campaign to California consumers via a number of different platforms – in-store displays,
4 print advertisements, etc. – it can be reasonably inferred that such misrepresentations or
5 omissions of material fact were uniformly made to all members of the Class. In addition,
6 it can be reasonably presumed that all Class members, including Plaintiff, affirmatively
7 acted in response to the representations contained in Defendants’ false advertising scheme
8 when purchasing Ralph Lauren branded merchandise at Defendants’ Polo Factory store
9 and/or retail outlet stores.

10 31. Defendants keep extensive computerized records of its customers through,
11 *inter alia*, customer loyalty programs and general marketing programs. Defendants have
12 one or more databases through which a significant majority of Class members may be
13 identified and ascertained, and they maintain contact information, including email and
14 home addresses, through which notice of this action could be disseminated in accordance
15 with due process requirements.

16
17 **VI. CAUSES OF ACTION**

18 **FIRST CAUSE OF ACTION**
19 **Violation Unfair Competition Law**
Business and Professions Code § 17200 et seq.

20 32. Plaintiff repeats and re-alleges the allegations contained in every preceding
21 paragraph as if fully set forth herein.

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

25 34. The UCL imposes strict liability. Plaintiff need not prove that Defendants
26 intentionally or negligently engaged in unlawful, unfair, or fraudulent business practices –
27 but only that such practices occurred.
28

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

5 **36.** Defendants’ actions constitute “unfair” business acts or practices because, as
6 alleged above, Defendants engaged in misleading and deceptive price comparison
7 advertising that represented false original or “market” prices and “discount” prices that were
8 nothing more than fabricated market prices leading to phantom markdowns. Defendants’
9 acts and practices offended an established public policy, and engaged in immoral, unethical,
10 oppressive, and unscrupulous activities that are substantially injurious to consumers.

11 **37.** The harm to Plaintiff and Class members outweighs the utility of Defendants’
12 practices. There are and were reasonably available alternatives to further Defendants’
13 legitimate business interests, other than the misleading and deceptive conduct described
14 herein.

15 **38.** A business act or practice is “fraudulent” under the UCL if it is likely to
16 deceive members of the consuming public.

17 **39.** A business act or practice is “unlawful” under the UCL if it violates any other
18 law or regulation.

19 **40.** Defendants’ acts and practices alleged above have deceived Plaintiff and are
20 highly likely to deceive members of the consuming public. Plaintiff relied on Defendants’
21 fraudulent and deceptive representations regarding its “market” prices for Ralph Lauren
22 branded products that Defendants sell at their Polo Factory store and/or other retail outlet
23 stores. These misrepresentations played a substantial role in Plaintiff’s decision to purchase
24 merchandise at a steep discount, and Plaintiff would not have purchased such merchandise
25 without Defendants’ misrepresentations.

26 **41.** The FTCA prohibits “unfair or deceptive acts or practices in or affecting
27 commerce” (15 U.S.C. § 45(a)(1)) and prohibits the dissemination of any false
28 advertisements. 15 U.S.C. § 52(a). Under the FTC, false former pricing schemes, similar

1 to the ones implemented by Defendants, are described as deceptive practices that would
2 violate the FTCA:

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

15 (b) A former price is not necessarily fictitious merely because no sales at the
16 advertised price were made. The advertiser should be especially careful,
17 however, in such a case, that the price is one at which the product was openly
18 and actively offered for sale, for a reasonably substantial period of time, in the
19 recent, regular course of her business, honestly and in good faith – and, of
20 course, not for the purpose of establishing a fictitious higher price on which a
21 deceptive comparison might be based.

22 16 C.F.R. § 233.1.

23 **42.** California law also expressly prohibits false former pricing schemes. Cal. Bus.
24 & Prof. Code §17501, entitled “*Value determinations; Former price advertisement*,” states:

25 For the purpose of this article the worth or value of any thing advertised is the
26 prevailing market price, wholesale if the offer is at wholesale, retail if the offer
27 is at retail, at the time of publication of such advertisement in the locality
28 wherein the advertisement is published.

1 **No price shall be advertised as a former price of any advertised thing,**
2 **unless the alleged former price was the prevailing market price as above**
3 **defined within three months next immediately preceding the publication**
4 **of the advertisement** or unless the date when the alleged former price did
5 prevail is clearly, exactly and conspicuously stated in the advertisement.
6 [Emphasis added.]

7 43. As detailed in Plaintiff's Third Cause of Action below, Cal. Civ. Code §
8 1770(a)(9), prohibits a business from "[a]dvertising goods or services with intent not to sell
9 them as advertised," and subsection (a)(13) prohibits a business from "[m]aking false or
10 misleading statements of fact concerning reasons for, existence of, or amounts of price
11 reductions."

12 44. Defendants' practices, as set forth above, have misled Plaintiff, the proposed
13 class, and the general public in the past and will continue to mislead in the future.
14 Consequently, Defendants' practices constitute an unlawful an unfair business practice in
15 within the meaning of the UCL.

16 45. Defendants' violation of the UCL through its unlawful, unfair and fraudulent
17 business practices are ongoing and present a continuing threat that members of the public
18 will be deceived into purchasing products based on price comparisons of arbitrary and
19 inflated original or "market" prices to "sale" prices that created merely phantom markdowns
20 and led to financial damage for consumers, like Plaintiff and the proposed Class.

21 46. Pursuant to the UCL, Plaintiff is entitled to preliminary and permanent
22 injunctive relief ordering Defendants to cease this unfair competition, as well as
23 disgorgement and restitution to Plaintiff and the Class of all of Defendants' revenues
24 associated with its unfair competition, or such portion of those revenues as the Court may
25 find equitable.

26 **SECOND CAUSE OF ACTION**
27 **Violation of the California False Advertising Law,**
28 **California Business & Professions Code § 17500, et seq.**

47. Plaintiff repeats and re-alleges the allegations contained in every preceding

1 paragraph as if fully set forth herein.

2 **48.** Cal. Bus. & Prof. Code § 17500 provides that “[i]t is unlawful for
3 any...corporation...with intent...to dispose of...personal property...to induce the public to
4 enter into any obligation relating thereto, to make or disseminate or cause to be made or
5 disseminated...from this state before the public in any state, in any newspaper or other
6 publication, or any advertising device, or by public outcry or proclamation, or in any other
7 manner or means whatever, including over the Internet, any statement...which is untrue or
8 misleading, and which is known, or which by the exercise of reasonable care should be
9 known, to be untrue or misleading....” [Emphasis added].

10 **49.** The “intent” required by Cal. Bus. & Prof. Code § 17500 is the intent to dispose
11 of property, and not the intent to mislead the public in the disposition of such property.

12 **50.** Similarly, this section provides, “no price shall be advertised as a former price
13 of any advertised thing, unless the alleged former prices was the prevailing market
14 price...within three months next immediately preceding the publication of the
15 advertisement or unless the date when the alleged former price did prevail is clearly,
16 exactly, and conspicuously stated in the advertisement.” Cal Bus. & Prof. Code § 17501.

17 **51.** Defendants’ routine of advertising discounted prices from false “market”
18 prices associated with its Ralph Lauren Polo Factory store and other retail outlet products
19 which were not the true prevailing “market” prices of those products and were materially
20 greater than the true prevailing prices was an unfair, untrue and misleading practice. This
21 deceptive marketing practice gave consumers the false impression that the products were
22 regularly sold on the market for a substantially higher price than they actually were,
23 therefore leading to the false impression that the Ralph Lauren branded products were worth
24 more than they actually were.

25 **52.** Defendants misled consumers by making untrue and misleading statements
26 and failing to disclose what is required as stated in the Code, as alleged above.

27 **53.** As a direct and proximate result of Defendants’ misleading and false
28 advertisements Plaintiff and Class members have suffered injury in fact and have lost

1 money. As such, Plaintiff requests that this Court order Defendants to restore this money
 2 to Plaintiff and all Class members, and to enjoin Defendants from continuing these unfair
 3 practices in violation of the UCL in the future. Otherwise, Plaintiff, Class members and the
 4 broader general public will be irreparably harmed and/or denied an effective and complete
 5 remedy.

THIRD CAUSE OF ACTION
Violation of the Consumers Legal Remedies Act (“CLRA”),
California Civil Code § 1750, et seq.

8 **54.** Plaintiff repeats and re-alleges the allegations contained in every preceding
 9 paragraph as if fully set forth herein.

10 **55.** This cause of action is brought pursuant to the Consumers Legal Remedies Act
 11 (CLRA), California Civil Code § 1750, et seq. and similar laws in other states. Plaintiff
 12 and each member of the proposed class are “consumers” as defined by California Civil
 13 Code § 1761(d). Defendants’ sale of Ralph Lauren branded products at its Polo Factory
 14 store and/or other retail outlet stores to Plaintiff and the Class were “transactions” within
 15 the meaning of California Civil Code § 1761(e). The products purchased by Plaintiff and
 16 the Class are “goods” within the meaning of California Civil Code § 1761(a).

17 **56.** Defendants violated and continues to violate the CLRA by engaging in the
 18 following practices proscribed by California Civil Code § 1770(a) in transactions with
 19 Plaintiff and the Class which were intended to result in, and did result in, the sale of Ralph
 20 Lauren branded products:

- 21 **a.** Advertising goods or services with intent not to sell them as advertised;
- 22 **b.** Making false or misleading statements of fact concerning reasons for,
 23 existence of, or amounts of price reductions.

24 **57.** Pursuant to § 1782(a) of the CLRA, on May 2, 2016, Plaintiff’s counsel
 25 notified Defendants in writing by certified mail of the particular violations of § 1770 of the
 26 CLRA and demanded that it rectify the problems associated with the actions detailed above
 27 and give notice to all affected consumers of Defendants’ intent to act. If Defendants fail to
 28 respond to Plaintiff’s letter or agree to rectify the problems associated with the actions

1 detailed above and give notice to all affected consumers within 30 days of the date of written
2 notice, as proscribed by § 1782, Plaintiff will move to amend her Complaint to pursue
3 claims for actual, punitive and statutory damages, as appropriate against Defendants. As to
4 this cause of action, at this time, Plaintiff seeks only injunctive relief.

5
6 **VII. PRAYER FOR RELIEF**

7 **58.** Wherefore, Plaintiff, on behalf of herself and on behalf of the other members
8 of the Class, requests that this Court award relief against Defendants as follows:

- 9 **a.** An order certifying the class and designating COURTNEY DENNIS
10 as the Class Representative and her counsel as Class Counsel;
- 11 **b.** Awarding Plaintiff and the proposed Class members damages;
- 12 **c.** Awarding restitution and disgorgement of all profits and unjust
13 enrichment that Defendants obtained from Plaintiff and the Class
14 members as a result of its unlawful, unfair and fraudulent business
15 practices described herein;
- 16 **d.** Awarding declaratory and injunctive relief as permitted by law or
17 equity, including: enjoining Defendants from continuing the unlawful
18 practices as set forth herein, and directing Defendants to identify, with
19 Court supervisions, victims of its misconduct and pay them all money
20 they are required to pay;
- 21 **e.** Order Defendants to engage in a corrective advertising campaign;
- 22 **f.** Awarding attorneys' fees and costs; and
- 23 **g.** For such other and further relief as the Court may deem necessary or
24 appropriate.

25 ///

26 ///

27 ///

28

1 **VIII. DEMAND FOR JURY TRIAL**

2 **59.** Plaintiff hereby demands a jury trial for all of the claims so triable.

3
4 Dated: May 2, 2016

**CARLSON LYNCH SWEET
KILPELA & CARPENTER, LLP**

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Attorneys for Plaintiff

CIVIL COVER SHEET

16CV1056WQH BGS

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

COURTNEY DENNIS, on behalf of herself and all others similarly situated,

(b) County of Residence of First Listed Plaintiff San Diego (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Todd D. Carpenter, Carlson Lynch Sweet Kilpela & Carpenter, LLP 402 West Broadway, 29th Floor, San Diego, CA 92101 (619) 756-6994

DEFENDANTS

RALPH LAUREN CORPORATION, A Delaware corporation, RALPH LAUREN RETAIL, INC. a Delaware corporation, and DOES 1-20, inclusive,

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal codes and descriptions.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 USC Sec 1332(d)(2); 15 USC Sec. 45(a)(1) and USC Sec 52(a) Brief description of cause: False Advertising

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 05/02/2016 SIGNATURE OF ATTORNEY OF RECORD /s/Todd D. Carpenter

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.