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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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11 JOB CARDER, individually and on behalf)
of all others similarly situated; and ERICA)
12 VINCI, individually and on behalf of all)
others similarly situated,)

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Plaintiffs,

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vs.

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MACY'S WEST STORES, INC.;;
MACY'S, INC.;; and
16 BLOOMINGDALE'S, INC.,

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Defendants.

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Case No.

CLASS ACTION

COMPLAINT FOR:

- 1. UNFAIR BUSINESS PRACTICES;
- 2. FRAUDULENT BUSINESS PRACTICES;
- 3. UNLAWFUL BUSINESS PRACTICES;
- 4. FALSE ADVERTISING; and
- 5. VIOLATION OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT

DEMAND FOR JURY TRIAL

1 Plaintiffs JOB CARDER and ERICA VINCI (“Plaintiffs”), on behalf of themselves
2 and all others similarly situated, allege the following based upon personal knowledge as to
3 allegations regarding themselves and on information and belief and the investigation of
4 counsel, as to all other allegations:

5 **I. INTRODUCTION**

6 1. This is a class action seeking monetary damages, restitution, injunctive and
7 declaratory relief from Defendants Macy’s, Inc. and Macy’s West Stores, Inc.
8 (collectively, “Macy’s”) and its wholly-owned division, Bloomingdale’s, Inc.
9 (“Bloomingdale’s”) arising from their deceptive and misleading labeling and marketing of
10 merchandise they sell at their retail stores, including outlet stores, in the state of California
11 and throughout the United States.

12 2. During the Class Period (defined below), Defendants (hereinafter “Macy’s”
13 or “Defendants”) misrepresented the nature and amount of price discounts on products sold
14 in their regular and outlet stores (the “Stores”) by purporting to offer steep discounts off of
15 fabricated, arbitrary, and false former or purported original, regular or “compare at” prices.

16 3. Specifically, Defendants represented on the price tags of their products, both
17 those sold under the Macy’s or Bloomingdale’s labels and those manufactured by other
18 designers or companies sold in Macy’s and Bloomingdale’s stores, prices that were
19 artificially inflated and arbitrary and did not represent a bona fide price at which they
20 previously sold such products or the prevailing market price for such items. Defendants
21 then offered, on the same sales labels or tags or on signs above the merchandise, to sell the
22 items for a reduced or discounted sale price, which supposedly represented a significant
23 discount off of the false original, regular or compare at price. In some instances, they
24 represented that the listed or original price was two or more times the manufacturer’s
25 suggested retail price (“MSRP”), and then offered the item at a purported 50% or more
26 discount price which was in fact the original MSRP.

27 4. However, the original, regular or compare at prices utilized by Defendants,
28 which represented to consumers the purported former price of Defendants’ products,

1 whether manufactured under their label or the label of other designers or companies, were
2 a sham. In fact, such items were not generally sold at the “original” or “compare at” price
3 listed on their labels, or at least not a substantial number of such items, and the represented
4 “original” or “compare at price” did not reflect the prevailing market price of the item
5 within the preceding three months. The original, regular or compare at price listed on
6 Defendants’ products were and are prices chosen by Defendants to enable them to engage
7 in their phantom markdown scheme.

8 5. The Federal Trade Commission (“FTC”) has described the fictitious pricing
9 scheme such as that employed at Defendants’ stores as deceptive:

10 (a) Many members of the purchasing public believe that a manufacturer's
11 list price, or suggested retail price, is the price at which an article is generally sold.
12 Therefore, if a reduction from this price is advertised, many people will believe that
13 they are being offered a genuine bargain. To the extent that list or suggested retail
14 prices do not in fact correspond to prices at which a substantial number of sales of
the article in question are made, the advertisement of a reduction may mislead the
consumer....

15 (i) It bears repeating that the manufacturer, distributor or retailer must in
16 every case act honestly and in good faith in advertising a list price, and not with the
17 intention of establishing a basis, or creating an instrumentality, for a deceptive
18 comparison in any local or other trade area. For instance, a manufacturer may not
19 affix price tickets containing inflated prices as an accommodation to particular
retailers who intend to use such prices as the basis for advertising fictitious price
reductions.

20 16 C.F.R. § 233.3 (emphasis added).

21 6. Macy’s pricing scheme was effectuated in several systemic ways, as
22 reflected on the following tags and signs prominently displayed for products available for
23 sale at its stores. Defendants employ the same type of tactics in its Bloomingdale’s
24 division and in Bloomingdale’s Outlet Stores.

25 7. Upon information and belief, thousands of Defendants’ consumers, including
26 Plaintiffs, were victims of Defendants’ deceptive, misleading and unlawful false pricing
27 scheme, which deception will continue if Defendants are not enjoined from continuing to
28 effectuate their pricing scheme.

1 8. Defendants fraudulently concealed from, and intentionally failed to disclose
2 to, Plaintiffs and Class members, the true facts about its product prices and advertised price
3 discounts from those purported original, regular or compare at prices. Defendants' false
4 representations of prices and false representations of purported savings, discounts and
5 bargains are objectively material to a reasonable consumer.

6 9. Plaintiffs relied upon such false representations of original or regular prices
7 and discounts when purchasing merchandise from Macy's Stores, including in Pasadena,
8 California. Plaintiffs would not have made such purchases, or would not have paid the
9 amounts they did, but for the false representations of the original or regular price of the
10 items purchased, as compared with the supposedly discounted or sale price at which
11 Plaintiffs' purchased the items.

12 10. Plaintiffs believed the truth of the price tags attached to the products
13 purchased at Defendants' Stores, which expressly represented that Plaintiffs were getting a
14 substantial discount and thus a significant bargain on their purchases. In fact, they were not
15 getting the represented bargain. Plaintiffs would not have purchased the items but for the
16 discounted pricing represented by Defendants.

17 11. Through their false and deceptive marketing, advertising and pricing scheme,
18 Defendants violated and continue to violate laws prohibiting advertising goods for sale as
19 discounted from former prices which are false, and prohibiting misleading statements
20 about the existence and amount of price reductions.

21 12. Plaintiffs, individually and on behalf of all others similarly situated, seek
22 restitution and other equitable remedies, including injunctive relief.

23 **II. PARTIES**

24 13. Plaintiff Job Carder is an individual who is a resident of California. In
25 reliance on Macy's false and deceptive advertising, marketing and pricing schemes, Mr.
26 Carder purchased products including several Maison Jules and Club Room items. For
27 example, Macy's advertised the original price of one Maison Jules item as \$89.50 (the
28 same price was memorialized on Mr. Carder's purchase receipt). Based on the

1 representations and advertisement of the original price of \$89.50, Mr. Carder was induced
2 to make his purchase. He paid \$42.96 believing the original price represented and
3 marketed by Macy's was \$89.50 and that this was a time sensitive substantial price
4 reduction. Indeed, Mr. Carder's receipt reflects the original price, the "Today's Price," and
5 a special coupon discount for the day of 20%. Mr. Carder also bought several other sales
6 items under the same belief. Macy's advertising and representations misled Mr. Carder
7 into believing that Macy's price was significantly lower than the prices at which Macy's
8 regularly offered the items Mr. Carder purchased. The actual price of the item, as well as
9 the prevailing market price, in the example provided was not \$89.50 during the three
10 months preceding its purchase by Mr. Carder. Macy's advertised "original," "regular" or
11 "compare at" prices do not reflect the price at which Macy's products are routinely, if ever,
12 sold to retail customers, nor do they reflect the prevailing market price within the three-
13 month period preceding the purchase. But for Macy's false and misleading statements,
14 Mr. Carder would not have purchased the Maison Jules item or other seemingly drastically
15 reduced items that day. Mr. Carder was damaged as a result thereof.

16 14. Plaintiff Erica Vinci is an individual residing in California. In reliance on
17 Macy's false advertising, marketing and pricing schemes, and unfair business practices,
18 Ms. Vinci was induced to purchase numerous clothing items represented to be upwards of
19 over 70% off the "original," "regular" or "compare at" prices. Ms. Vinci was damaged as
20 a result thereof.

21 15. Defendant Macy's Inc., is a Delaware corporation with its principal place of
22 business in Cincinnati, Ohio, and maintains operations within the jurisdiction of the
23 Northern District of California.

24 16. Defendant Macy's West Stores, Inc., is an Ohio corporation with its principal
25 place of business in Cincinnati, Ohio, and maintains operations within the jurisdiction of
26 the Northern District of California.

27 17. Macy's operates 900 stores in 45 states under names including Macy's,
28 Bloomingdales' and Bloomingdale's Outlets, with approximately 132 stores in California

1 (the “Macy’s Stores”), including stores operating in within the jurisdiction of the Norther
2 District of California.

3 18. Defendant Bloomingdale’s is a wholly-owned subsidiary of Macy’s, Inc. and
4 a division of Macy’s with its principal place of business in New York, New York.
5 Defendant Bloomingdale’s, at the direction and control of Defendant Macy’s, operates 45
6 Bloomingdale’s stores throughout the U.S (the “Bloomingdale’s Stores”), including 13
7 Bloomingdale’s Outlet stores (the “Bloomingdale’s Outlets”), and stores within the
8 Norther District of California. The Macy’s Stores and Bloomingdale’s Stores, including
9 the Bloomingdale’s Outlets are hereinafter referred to as the “Stores.”

10 19. At all times material, Macy’s has sold in its Stores men’s, women’s and
11 children’s apparel, accessories and home furnishings. Macy’s has engaged in a program of
12 deceptive marketing, sales and pricing practices throughout its Stores including in its
13 Macy’s and Bloomingdale’s division.

14 **III. JURISDICTION AND VENUE**

15 20. This Court has original jurisdiction of this action under the Class Action
16 Fairness Act of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court has original
17 jurisdiction because the aggregate claims of the members of the putative Class exceed five
18 million dollars (\$5,000,000), exclusive of costs, and at least one of the members of the
19 proposed Class, Plaintiff Job Carder, is a citizen of a different state than both Defendants.

20 21. The Northern District of California has personal jurisdiction over Defendants
21 Macy’s and Bloomingdale’s because they both are authorized or registered to do business
22 and operate Stores in this District where Defendants employed the sale tactics detailed
23 herein.

24 22. Venue is proper in this District pursuant to 28 U.S.C. § 1391, because
25 Defendants operate many stores and thus transact substantial business within this District,
26 and a substantial part of the events giving rise to Plaintiffs’ claims arose within California,
27 including the implementation of the scheme alleged in this Complaint. Additionally, the
28 matter of *Haley, et al. v. Macy’s, Inc., et al.*, Case No. 4:15-cv-06033-KAW, is already

1 pending in this District and Plaintiffs shall file an administrative motion to consider
2 whether the cases should be related.

3 **IV. ADDITIONAL SUBSTANTIVE ALLEGATIONS**

4 23. Mr. Carder was shopping at Macy's in Pasadena on February 27, 2015.
5 While shopping, Mr. Carder observed several Macy's items with substantial price
6 reductions from their original prices, including several Maison Jules and Club Room items.
7 For example, Macy's advertised the original price of one Maison Jules item as \$89.50 (the
8 same price was memorialized on Mr. Carder's purchase receipt). Based on the
9 representations and advertisement of the original price of \$89.50, Mr. Carder was induced
10 to make his purchase.

11 24. Mr. Carder paid \$42.96 believing the original price represented and marketed
12 by Macy's was \$89.50 and that this was a time sensitive substantial price reduction.
13 Indeed, Mr. Carder's receipt reflects the original price, the "Today's Price," and a special
14 coupon discount for the day of 20%. Mr. Carder also bought several other sales items
15 under the same belief. Macy's advertising and representations misled Mr. Carder into
16 believing that Macy's price was significantly lower than the prices at which Macy's
17 regularly offered the items Mr. Carder purchased. The actual price of the item or
18 prevailing market price, in the example provided, was not \$89.50 during the three-month
19 period preceding its purchase by Mr. Carder. Macy's pricing representation with regard to
20 the Maison Jules item violated the cited statutes and constituted false and misleading
21 statements of fact, and damaged Mr. Carder. But for Macy's false and misleading
22 statements, Mr. Carder would not have purchased the Maison Jules item or other
23 seemingly drastically reduced items that day, and was damaged as a result.

24 25. Plaintiff Erica Vinci was victimized by Macy's false advertising, marketing
25 and pricing schemes, and unfair business practices, Ms. Vinci was induced to purchase
26 numerous clothing items represented to be upwards of over 70% off the "original,"
27 "regular" or "compare at" prices; prices that did not amount to the prevailing market price
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1 during the three-month period preceding the purchases. Ms. Vinci was damaged as a result
2 thereof.

3 26. California statutory and regulatory law expressly prohibits false former
4 pricing schemes. Cal. Bus. & Prof. Code § 17501, entitled “Value determinations; Former
5 price advertisements,” states: “For the purpose of this article the worth or value of
6 anything advertised is the prevailing market price, wholesale if the offer is at wholesale,
7 retail if the offer is at retail, at the time of publication of such advertisement in the locality
8 wherein the advertisement is published. No price shall be advertised as a former price of
9 any advertised thing, unless the alleged former price was the prevailing market price as
10 above defined within three months next immediately preceding the publication of the
11 advertisement or unless the date when the alleged former price did prevail is clearly,
12 exactly and conspicuously stated in the advertisement.”

13 27. The reliance of Plaintiffs and Class members on Defendants’ false price
14 comparison advertising was reasonable. Marketing studies have noted that retailers are
15 incentivized to engage in this false and fraudulent behavior:

16 Comparative price advertising offers consumers a basis for comparing the relative
17 value of the product offering by suggesting a monetary worth of the product and
18 any potential savings...[A] comparative price advertisement can be construed as
deceptive if it makes any representation...or involves any practice that may
materially mislead a reasonable consumer.

19 By creating an impression of savings, the presence of a higher reference price
20 enhances subjects’ perceived value and willingness to buy the product... Thus, if the
21 reference price is not truthful, a consumer may be encouraged to purchase as a
result of a false sense of value.

22 *Comparative Price Advertising: Informative or Deceptive?*, Dhruv Grewal and Larry D.
23 Compeau, *Journal of Public Policy & Marketing*, Vol. 11, No. 1, at 52, 55-56 (Spring
24 1992).

25 28. Despite the pricing scheme utilized by Defendants, Plaintiffs would purchase
26 Defendants’ products in the future from Defendants’ Stores and/or other retail
27 establishments, if product labels accurately reflect original or compare at prices and
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1 discounts. Currently, however, Plaintiffs and other consumers have no realistic way to
2 know which, if any, of Defendants' label price comparisons are not false or deceptive. If
3 the Court were to issue an injunction ordering Defendants' to comply with comparative
4 price advertising laws, and prohibiting use of the deceptive practices discussed herein,
5 Plaintiffs would be able to shop for Defendants' products again in the near future at
6 Defendants' Stores without the fear of being victimized by false or deceptive practices.

7 **CLASS ALLEGATIONS**

8 29. Plaintiffs bring this action on behalf of themselves and the members of the
9 proposed Classes under Rule 23(b)(2) and (3) of the Federal Rules of Civil Procedure. The
10 proposed Classes consists of the following:

11 All individuals residing in California who, within the Class Period,
12 purchased products from one of Defendants' Stores where the price paid was
13 at a sale or discount to the original, regular or compare at price listed on the
tag for that item and such individuals have not received a refund or credit for
such purchases ("California Class").

14 30. Excluded from the Class are Defendants, their parents, subsidiaries,
15 affiliates, officers and directors, any entity in which Defendants have a controlling interest,
16 and all judges assigned to hear any aspect of this litigation, as well as their immediate
17 family members.

18 31. The members of the Class are so numerous that joinder is impractical. The
19 Class consists of thousands of members, the precise number which is within the knowledge
20 of and can be ascertained only by resort to Defendants' records.

21 32. There are numerous questions of law and fact common to the Class which
22 predominates over any questions affecting only individual members of the Class. Among
23 the questions of law and fact common to the Class are:

24 (a) Whether, during the Class Period, Defendants used false price
25 representations and falsely advertised price discounts on their merchandise
sold at Defendants' Stores;

26 (b) Whether Defendants' use of false or deceptive price advertising
27 constituted false advertising under California law;

28 (c) Whether Defendants engaged in deceptive, unfair, unlawful and/or
fraudulent business practices under California law;

1 (d) Whether Defendants misrepresented and/or failed to disclose material
2 facts about their product pricing and discounts;

3 (e) Whether Defendants have made false or misleading statements of fact
4 concerning the reasons for, existence of, or amounts of price reductions;

5 (f) Whether Class members are entitled to damages and/or restitution, and in
6 what amount;

7 (g) Whether Defendants are likely to continue using false, misleading or
8 illegal price comparisons such that an injunction is necessary; and

9 (h) Whether Plaintiff and Class members are entitled to an award of
10 reasonable attorneys' fees, pre-judgment interest and costs of suit.

11 33. Plaintiffs' claims are typical of the claims of the members of the Class and,
12 like all members of the Class, purchased goods from one of Defendants' Stores that falsely
13 conveyed an original or compare at price and a fictitious discount. Accordingly, Plaintiffs
14 have no interests antagonistic to the interests of any other member of the Class.

15 34. Plaintiffs are representatives who will fully and adequately assert and protect
16 the interests of the Class, and have retained counsel who are experienced in prosecuting
17 class actions. Accordingly, Plaintiffs are adequate representatives and will fairly and
18 adequately protect the interests of the Class.

19 35. A class action is superior to all other available methods for the fair and
20 efficient adjudication of this lawsuit, because individual litigation of the claims of all
21 members of the Class is economically unfeasible and procedurally impracticable. While
22 the aggregate damages sustained by the Class are in the millions of dollars, the individual
23 damages incurred by each member of the Class resulting from Defendants' wrongful
24 conduct are too small to warrant the expense of individual lawsuits. The likelihood of
25 individual Class members prosecuting their own separate claims is remote, and, even if
26 every member of the Class could afford individual litigation, the court system would be
27 unduly burdened by individual litigation of such cases.

28 36. The prosecution of separate actions by members of the Class would create a
29 risk of establishing inconsistent rulings and/or incompatible standards of conduct for

1 Defendants. Additionally, individual actions may be dispositive of the interests of the
2 Class, although certain class members are not parties to such actions.

3 37. The conduct of Defendants is generally applicable to the Class as a whole
4 and Plaintiffs seek equitable remedies with respect to the Class as a whole. As such, the
5 systematic policies and practices of Defendants make declaratory or equitable relief with
6 respect to the Class as a whole appropriate.

7 **FIRST CAUSE OF ACTION**

8 ***Unfair Business Practices***

9 [California Business & Professions Code § 17200, *et seq.*,

10 Unfair Competition Law (“UCL”)]

11 (By Plaintiff Job Carder against all Defendants)

12 38. Plaintiffs incorporate and reallege by reference each and every allegation
13 contained in paragraphs 1 through 37 as if set forth herein in full.

14 39. The UCL defines unfair business competition to include any “unlawful,
15 unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or
16 misleading” advertising. Cal. Bus. & Prof. Code §17200.

17 40. Advertising or promotional practices are unlawful under the UCL if a
18 reasonable consumer is likely to be deceived by them.

19 41. Defendants violated the “unfair” prong of the UCL by representing false,
20 deceptive, or misleading original, regular or comparative prices and corresponding price
21 discounts or savings for merchandise where Defendants, inflated or fabricated the
22 purported original, regular or compare at prices for such products, and failed to disclose to
23 consumers that such original, regular or compare at prices were inflated or fabricated, such
24 that the promised discount or saving was false, misleading or deceptive.

25 42. These acts and practices were unfair because they caused Plaintiff, and were
26 likely to cause reasonable consumers, to falsely believe that Defendants are, and have
27 throughout the Class Period been, offering value, discounts or bargains from the price,
28 value or worth of the products sold that did not, in fact, exist. As a result, purchasers,

1 including Plaintiff, reasonably perceived that they were receiving products that regularly
2 sold in the retail marketplace at substantially higher prices (and were, therefore, worth
3 more) than what they paid. This perception has induced reasonable purchasers, including
4 Plaintiff, to buy such products, which she otherwise would not have purchased.

5 43. Plaintiffs and all other California Class Members were likely to be deceived
6 by Defendants' use of the "original," "regular" or "compare at" price on the price tags of
7 merchandise at Stores in California.

8 44. In deciding to purchase merchandise at Defendants' stores, Plaintiffs relied
9 on Defendants' misleading and deceptive representations regarding original or regular
10 prices. These prices placed by Defendants on the price tags of merchandise at their
11 California Stores played a substantial role in Plaintiff's decisions to purchase the products
12 they purchased from Defendants, and Plaintiff would not have purchased those items in the
13 absence of Defendants' misrepresentations. Accordingly, Plaintiffs have suffered
14 monetary loss as a direct result of Defendants' unlawful practices described herein.

15 45. The gravity of the harm to California Class Members resulting from these
16 unfair acts and practices outweighs any conceivable reasons, justifications or motives of
17 Defendants for engaging in such deceptive acts and practices. By committing the acts and
18 practices alleged above, Defendants engaged in unfair business practices within the
19 meaning of California Business & Professions Code §17200, et seq.

20 46. Through their unfair acts and practices, Defendants improperly obtained
21 money from Plaintiffs and all other California Class Members. As such, Plaintiffs request
22 that this Court cause Defendants to restore this money to Plaintiff and all California Class
23 Members, and to enjoin Defendants from continuing to violate the UCL as discussed
24 herein and from violating the UCL in the future. Otherwise, Plaintiffs, the California Class
25 described herein, and members of the general public may be irreparably harmed or denied
26 an effective and complete remedy if such an order is not granted.

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1 SECOND CAUSE OF ACTION

2 *Fraudulent Business Practices*

3 [California Business & Professions Code § 17200, *et seq.*]

4 (By Plaintiffs Job Carder against all Defendants)

5 47. Plaintiffs incorporate and reallege by reference each and every allegation
6 contained in paragraphs 1 through 46 as if fully set forth herein.

7 51. A business act or practice is “fraudulent” under the UCL if it is likely to
8 deceive members of the consuming public.

9 52. Defendants’ false prices, including, but not limited to, their original, regular
10 or compare at prices placed on the price tags of the products sold in their California Stores,
11 were “fraudulent” within the meaning of the UCL because they deceived Plaintiffs, and
12 were likely to deceive reasonable consumers and California Class Members, into believing
13 that Defendants were offering value, discounts or bargains from the prevailing market
14 price, value or worth of the products sold that did not exist. As a result, purchasers,
15 including Plaintiffs, reasonably perceived that they were receiving products that regularly
16 sold in those Stores or the retail marketplace at substantially higher prices (and were,
17 therefore, worth more) than what they paid. This perception induced reasonable
18 purchasers, including Plaintiffs, to buy such products from Defendants’ Stores in
19 California, which they otherwise would not have purchased.

20 53. Defendants’ acts and practices as described herein have deceived Plaintiffs
21 and were highly likely to deceive reasonable members of the consuming public.
22 Specifically, in deciding to purchase merchandise at Defendants’ Stores, Plaintiffs relied
23 on Defendants’ misleading and deceptive representations regarding their supposed original
24 or regular prices. The original or regular prices placed by Defendants on the price tags of
25 merchandise at Defendants’ Stores in California played a substantial role in Plaintiffs’
26 decisions to purchase those products, and Plaintiff would not have purchased those items
27 in the absence of Defendants’ misrepresentations. Plaintiffs suffered monetary loss as a
28 direct result of Defendants’ unlawful practices described herein.

1 54. As a result of the conduct described above, Defendants have been unjustly
2 enriched at the expense of Plaintiffs and all other respective California Class Members.
3 Specifically, Defendants have been unjustly enriched by obtaining revenues and profits
4 that they would not otherwise have obtained absent their false, misleading or deceptive
5 conduct.

6 55. Through their fraudulent acts and practices, Defendants improperly obtained
7 money from Plaintiff and all other respective California Class Members. As such,
8 Plaintiffs request that this Court cause Defendants to restore this money to Plaintiffs and
9 all California Class Members, and to enjoin Defendants from continuing to violate the
10 UCL as discussed herein or from violating the UCL in the future. Otherwise, Plaintiffs,
11 the respective California Class they seek to represent, and members of the general public
12 may be irreparably harmed or denied an effective and complete remedy if such an order is
13 not granted.

14 **THIRD CAUSE OF ACTION**

15 ***Unlawful Business Practices***

16 [California Business & Professions Code § 17200, *et seq.*]

17 (By Plaintiffs Job Carder and Erica Vinci against all Defendants)

18 56. Plaintiffs incorporate and reallege by reference each and every allegation
19 contained in paragraphs 1 through 55 as if fully set forth herein.

20 57. A business act or practice is “unlawful” under the UCL if it violates any
21 other law or regulation.

22 58. The Federal Trade Commission Act prohibits “unfair or deceptive acts or
23 practices in or affecting commerce” and specifically prohibits false advertisements. (15
24 U.S.C. § 45(a)(1) and 15 U.S.C. § 52(a)). The FTCA has established Guidelines which
25 prohibit false pricing schemes, similar to Defendants’ pricing scheme in material respects,
26 as deceptive practices that would violate the FTCA quoted in paragraph 5.

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1 59. Cal. Civ. Code §1770(a)(13), prohibits a business from “[m]aking false or
2 misleading statements of fact concerning reasons for, existence of, or amounts of price
3 reductions.”

4 60. Defendants’ use of and reference to materially misleading, deceptive, and/or
5 false original, regular or compare at prices on the price tags of merchandise sold to
6 consumers in Defendants’ California Stores violated and continues to violate the FTCA, 15
7 U.S.C. §45(a)(1) and 15 U.S.C. §52(a), as well as FTC Pricing Guides. It also violated and
8 continues to violate Cal. Bus. & Prof. Code §§17200 and 17501, and Cal. Civ. Code
9 §1770(a)(13), by, among other things, advertising false comparative prices that were, in
10 fact, not the prevailing market prices at other retailers in the marketplace at the time of the
11 publication.

12 61. As a result of the conduct described above, Defendants have been unjustly
13 enriched at the expense of Plaintiffs and other California Class Members. Specifically,
14 Defendants have been unjustly enriched by obtaining revenues and profits that they would
15 not otherwise have obtained absent their false, misleading and deceptive conduct.

16 62. Through their unfair acts and practices, Defendants improperly obtained
17 money from Plaintiffs and all other respective California Class Members. Plaintiffs
18 request that this Court cause Defendants to restore this money to Plaintiffs and all
19 respective California Class Members they seek to represent, and to enjoin Defendants from
20 continuing to violate the UCL, or from violating the UCL in the future. Otherwise,
21 Plaintiffs, the California Class they seek to represent, and members of the general public
22 may be irreparably harmed or denied an effective and complete remedy if such an order is
23 not granted.

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FOURTH CAUSE OF ACTION

Violation of the California False Advertising Law

[California Business & Professions Code § 17500, *et seq.*]

(By Plaintiff Job Carder against all Defendants)

63. Plaintiffs incorporate and reallege by reference each and every allegation contained in paragraphs 1 through 62 as if fully set forth herein.

64. California False Advertising Law (“FAL”) prohibits unfair, deceptive, untrue, or misleading advertising, including, but not limited to, false statements as to worth, value and former price.

65. The FAL makes it unlawful for a business to disseminate any statement which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.

66. Defendants’ practice of disseminating allegedly original, regular or compare at prices associated with their merchandise, which were materially greater than the prices they were sold at or the true prevailing prices of those products, as alleged more fully herein, was an unfair, deceptive or misleading advertising practice because it gave the false impression that the products sold by Defendants regularly or in a substantial amount sold at those prices or in the retail marketplace at substantially higher prices (and were, therefore, worth more) than they actually were.

67. On each day throughout the Class Period, Defendants, with the intent to induce members of the public to purchase products offered at their respective California Stores, made or caused to be made each of the untrue or misleading statements, claims, or representations described herein.

68. On each day throughout the Class Period, Defendants, with the intent to induce members of the public to purchase products offered at their respective California Stores, made or caused to be made untrue or misleading claims to consumers throughout California.

1 69. Defendants knew, or by the exercise of reasonable care should have known,
2 that these claims were untrue, deceptive, or misleading.

3 70. When Defendants made or caused to be made the untrue or misleading
4 claims, statements, or misrepresentations described herein to consumers in California,
5 Defendants failed to adequately disclose the facts pleaded herein. have improperly
6 obtained money from Plaintiffs and all other respective California Class Members.
7 Plaintiffs request that this Court cause Defendants to restore this money to Plaintiffs and
8 all other respective California Class Members, and to enjoin Defendants from continuing
9 to violate the FAL, or from violating the FAL in the future. Otherwise, Plaintiffs, the
10 California Class they seek to represent, and members of the general public may be
11 irreparably harmed and/or denied an effective and complete remedy if such an order is not
12 granted.

13 **FIFTH CAUSE OF ACTION**

14 ***Violation of the California Consumer Legal Remedies Act***

15 [California Civil Code § 1750, *et seq.*]

16 (By Plaintiff Job Carder against all Defendants)

17 71. Plaintiff Job Carder incorporates and realleges by reference each and every
18 allegation contained in paragraphs 1 through 70 as if fully set forth herein.

19 72. On each day throughout the Class Period, Defendants, with the intent to
20 induce members of the public to purchase products offered at their respective California
21 Stores, made or caused to be made false or misleading claims to consumers throughout
22 California.

23 73. Plaintiff and each respective California Class Member are “consumers”
24 within the meaning of California Civil Code §1761(d).

25 74. Defendants’ sale of merchandise at its respective Stores in California to
26 Plaintiff and other California Class Members are “transactions” within the meaning of
27 California Civil Code §1761(e).

28

1 75. The merchandise purchased by Plaintiff and other California Class Members
2 at Defendants' respective stores in California throughout the Class Period are "goods"
3 within the meaning of California Civil Code §1761(a).

4 76. Defendants have engaged in unfair methods of competition, or unfair or
5 deceptive acts or practices against Plaintiff and other respective California Class Members,
6 in violation of The California Consumer Legal Remedies Act (the "CLRA"), by making
7 false or misleading statements of fact concerning the reasons for, the existence of, or the
8 amount(s) of price reductions for products sold to Plaintiff and other respective California
9 Class Members at Defendants' California Stores throughout the Class Period. Defendants
10 provided false, deceptive, or misleading "original," "regular" or "compare at" prices on the
11 price tags of the merchandise sold in their respective California Stores, and compared
12 those false or misleading comparative prices to the prices at which Defendants sold their
13 merchandise, to give the illusion to consumers that they were receiving a discount, or
14 achieving a saving or bargain. The promised discounts, savings, or bargains, however,
15 were deceptive, misleading, or false.

16 77. The price reductions alleged by Defendants and Defendants' sale prices did
17 not exist, and were false, deceptive, or misleading.

18 78. Defendants' acts or practices described herein are in violation of California
19 Civil Code §1770(a)(13).

20 79. As a result of Defendants' acts or practices described herein, Plaintiff and
21 other respective California Class Members have been harmed in that Defendants'
22 unlawful, false or misleading acts or practices described herein played a substantial and
23 material role in each respective Plaintiff's and other respective California Class Members'
24 decisions to purchase products at Defendants' Stores in California. Absent these acts or
25 practices, Plaintiff and other respective California Class Members would not have
26 purchased the products that they did from Defendants.

27 80. Pursuant to California Civil Code §1780(a)(2), Plaintiff, on behalf of himself
28 and all other respective California Class Members, request that this Court enjoin

1 Defendants from continuing to engage in the unlawful and deceptive methods, acts or
2 practices alleged herein. Unless Defendants are permanently enjoined from continuing to
3 engage in such violations of the CLRA, California consumers will continue to be harmed
4 by Defendants' acts or practices in the same way as those acts and/or practices have
5 harmed Plaintiff and other Class Members.

6 81. Plaintiff provided notice to Defendants of the alleged violations of the CLRA
7 and the UCL and will amend to seek damages if the violations are not cured as set forth in
8 the notice.

9
10 **PRAYER FOR RELIEF**

11
12 WHEREFORE, Plaintiffs and the members of the Class demand a jury trial on all
13 claims so triable and judgment against Defendants, Macy's Inc., Macy's West Stores, Inc.
14 and Bloomingdale's Inc., as follows:

15 A. An order certifying that this action may be maintained as a class action, that
16 Plaintiffs be appointed Class Representatives and Plaintiffs' counsel be appointed Class
17 Counsel;

18 B. A judgment awarding Plaintiffs and all members of the Class damages as
19 alleged above incurred by Plaintiffs and Class members as a result of Defendants'
20 unlawful, deceptive, unfair and fraudulent business and trade practices described herein;

21 C. A judgment awarding Plaintiffs and all members of the Class restitution or
22 other equitable relief, including, without limitation, disgorgement of all profits and unjust
23 enrichment that Defendants obtained from Plaintiffs and the Class as a result of their
24 unlawful, unfair and fraudulent business practices described herein;

25 D. An order enjoining Defendants from continuing to violate the laws as
26 described herein.

27

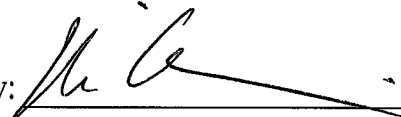
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1 E. A judgment awarding Plaintiffs the costs of suit, including reasonable
2 attorneys' fees, and pre and post-judgment interest; and

3 F. Such other and further relief as may be deemed necessary or appropriate.
4

5 Dated: June 5, 2016

MARTINEZ CHARLES LLP

6
7 By: 
8 Michael C. Martinez
9 Attorneys for Plaintiffs
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DEMAND FOR JURY TRIAL

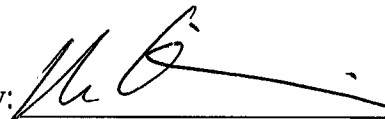
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Pursuant to Federal Rules of Civil Procedure, Rule 38(b), Plaintiffs demand a jury trial on all triable issues.

Dated: June 15, 2016

Respectfully submitted,

MARTINEZ CHARLES LLP

By: 

Michael C. Martinez
Attorneys for Plaintiffs

CIVIL COVER SHEET

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

JOB CARDER, individually and on behalf of all others similarly situated; and ERICA VINCI, individually and on behalf of all others similarly situated,

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
Martinez Charles LLP, 600 S. Lake Ave., Ste 504, Pasadena, CA 91106
(626) 844-7710

DEFENDANTS

MACY'S WEST STORES, INC.; MACY'S, INC.; and BLOOMINGDALE'S, INC.,

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)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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 U. S. C. § 1332(d)(2) and (6)
 Brief description of cause:
 Unfair Business Practices; False Advertising; Consumer remedies;

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): MAGISTRATE JUDGE Kandis A. Westmore DOCKET NUMBER 4:15-CV-06033-KAW

DATE
06/15/2016

SIGNATURE OF ATTORNEY OF RECORD

IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA

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.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Northern District of California

JOB CARDER, individually and on behalf of all others
similarly situated; and ERICA VINCI, individually and
on behalf of all others similarly situated,

Plaintiff(s)

v.

MACY'S WEST STORES, INC.; MACY'S, INC.; and
BLOOMINGDALE'S, INC.,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Macy's, Inc.
7 West 7th Street
Cincinnati, OH 45202

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are: Michael C. Martinez, Esq. (SBN 188084)
Martinez Charles LLP
600 South Lake Avenue, Suite 504
Pasadena, CA 91106

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California

JOB CARDER, individually and on behalf of all others
similarly situated; and ERICA VINCI, individually and
on behalf of all others similarly situated,

Plaintiff(s)

v.

MACY'S WEST STORES, INC.; MACY'S, INC.; and
BLOOMINGDALE'S, INC.,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Bloomingdale's, Inc.
7 West 7th Street
Cincinnati, OH 45202

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are: Michael C. Martinez, Esq. (SBN 188084)
Martinez Charles LLP
600 South Lake Avenue, Suite 504
Pasadena, CA 91106

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California

JOB CARDER, individually and on behalf of all others
similarly situated; and ERICA VINCI, individually and
on behalf of all others similarly situated,

Plaintiff(s)

v.

MACY'S WEST STORES, INC.; MACY'S, INC.; and
BLOOMINGDALE'S, INC.,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Macy's West Stores, Inc.
7 West 7th Street
Cincinnati, OH 45202

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Michael C. Martinez, Esq. (SBN 188084)
Martinez Charles LLP
600 South Lake Avenue, Suite 504
Pasadena, CA 91106

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk