

1 Robert S. Green, (SBN 136183)
James Robert Noblin (SBN 114442)
2 **GREEN & NOBLIN, P.C.**
2200 Larkspur Landing Circle, Suite 101
3 Larkspur, CA 94939
4 Telephone: (415) 477-6700
Facsimile: (415) 477-6710
5 Email: gnecf@classcounsel.com

6 Kenneth G. Gilman, Fla. Bar No. 340758
7 **GILMAN LAW LLP**
8951 Bonita Beach Rd, S.E., Suite 525
8 Bonita Springs, FL 34135
Telephone: (239)221-8301
9 Facsimile: (239)790-5150
10 Email: kgilman@gilmanlawllp.com

11 *Attorneys for Plaintiff*

12
13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**

15 ZOHREH FARHANG, individually and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 MACY'S, INC.,
20 MACY'S WEST STORES, INC. and
21 BLOOMINGDALE'S, INC.,

22 Defendants.
23
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26
27
28

Case No.

CLASS ACTION

COMPLAINT FOR:

1. Unfair Business Practices
2. Fraudulent Business Practices;
3. Unlawful Business Practices; and
4. False Advertising;

1 Plaintiff ZOHREH FARHANG (“Plaintiff”), on behalf of herself and all others similarly
2 situated, alleges the following based upon personal knowledge as to allegations regarding
3 himself and on information and belief and the investigation of counsel, as to all other allegations:

4 **I. INTRODUCTION**

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

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

16 3. Specifically, Defendants represented on the price tags of their products,
17 both those sold under the Macy’s or Bloomingdale’s labels and those manufactured by
18 other designers or companies sold in Macy’s and Bloomindale’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
22 the items for a reduced or discounted sale price, which supposedly represented a
23 significant discount off of the false original, regular or compare at price. In some
24 instances, they represented that the listed or original price was two or more times the
25 manufacturer’s suggested retail price (“MSRP”), and then offered the item at a purported
26 50% or more 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,
2 were a sham. In fact, such items were not generally sold at the “original” or “compare at”
3 price listed on their labels, or at least not a substantial number of such items, including
4 not within 90 days of the advertised or represented original or compare at price. The
5 original, regular or compare at price listed on Defendants’ products were and are prices
6 chosen by Defendants to enable them to engage in their phantom markdown scheme.

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

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

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

23 16 C.F.R. § 233.3 (emphasis added).

24 6. Macy’s pricing scheme was effectuated in several systemic ways, as reflected on
25 the following tags and signs prominently displayed for products available for sale at its stores.

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

8. Defendants fraudulently concealed from, and intentionally failed to disclose to,
Plaintiff and Class members, the true facts about its product prices and advertised price discounts
from those purported original, regular or compare at prices. Defendants’ false representations of

1 prices and false representations of purported savings, discounts and bargains are objectively
2 material to a reasonable consumer.

3 9. Plaintiff relied upon such false representations of original or regular prices and
4 discounts when purchasing merchandise from Macy's Stores, including in Los Angeles,
5 California. Plaintiff would not have made such a purchase, or would not have paid the amount
6 she did, but for the false representations of the original or regular price of the item purchased, as
7 compared with the supposedly discounted or sale price at which Plaintiff's purchased the item.

8 10. Plaintiff believed the truth of the price tags attached to the product purchased at
9 Defendants' Stores, which expressly represented that Plaintiff was getting a substantial discount
10 and thus a significant bargain on his purchase. In fact, she was not getting the represented
11 bargain. Plaintiff would not have purchased the item but for the discounted pricing represented
12 by Defendants.

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

17 12. Plaintiff, individually, and on behalf of all others similarly situated, seeks
18 restitution and other equitable remedies, including injunctive relief.

19 **II. PARTIES**

20 13. Plaintiff Zohreh Farhang is an individual who is a resident of California. In
21 reliance on Macy's false and deceptive advertising, marketing and pricing schemes, Ms. Farhang
22 purchased an area rug at a Macy's store in Century City, California.

23 14. Defendant Macy's, Inc., is a Delaware corporation with its principal place of
24 business in Cincinnati, Ohio.

25 15. Defendant Macy's West Stores, Inc., is an Ohio corporation with its
26 principal place of business in Cincinnati, Ohio.

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

1 17. Defendant Bloomingdale's is a wholly-owned subsidiary of Macy's, Inc. and a
2 division of Macy's with its principal place of business in New York, New York. Defendant
3 Bloomingdale's, at the direction and control of Defendant Macy's, operates 45 Bloomingdale's
4 stores throughout the U.S (the "Bloomingdale's Stores"), including 13 Bloomingdale's Outlet
5 stores (the "Bloomingdale's Outlets").

6 18. At all times material, Macy's has sold in its Stores men's, women's and children's
7 apparel, accessories and home furnishings. Macy's has engaged in a program of deceptive
8 marketing, sales and pricing practices throughout its Stores including in its Macy's, division,
9 Bloomingdale's.

10 **III. JURISDICTION AND VENUE**

11 19. This Court has original jurisdiction of this action under the Class Action Fairness
12 Act of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court has original jurisdiction
13 because the aggregate claims of the members of the putative Class exceed \$5 million, exclusive
14 of costs, and at least one of the members of the proposed Class, Plaintiff, is a citizen of a
15 different state than each Defendant.

16 20. The Northern District of California has personal jurisdiction over Defendants
17 Macy's and Bloomingdale's because they are authorized or registered to do business and operate
18 stores in this District where Defendants employed the sale tactics detailed herein.

19 21. Venue is proper in this District pursuant to 28 U.S.C. § 1391, because Defendants
20 operate many stores and thus transact substantial business within this District.

21 **IV. ADDITIONAL SUBSTANTIVE ALLEGATIONS**

22 22. On January 22, 2016, Plaintiff Farhang entered a Macy's store to look for an area
23 rug. She saw merchandise advertised with price tags that represented an original price next to a
24 significantly reduced sale price. Enticed by the idea of paying significantly less than the original
25 prices charged by Macy's, Plaintiff was induced to purchase an area rug with a reported \$ 12,000
26 original price. She paid \$3,825, plus tax for the rug (a total of \$4,169.25).

27 23. By purchasing the area rug at significantly less than the purported original price
28 Plaintiff was led to believe that she saved over \$8,000, or 75% of the purported "original price."

1 In reality, Macy's did not sell the area rug at the represented original price, or at least not
2 substantial sales of the item at the represented price and \$12,000 was not the prevailing price of
3 that item in the 90 days prior to January 22, 2016. Plaintiff Zohreh Farhang was deceived by the
4 false price comparison into making her purchase.

5 24. Two days after she purchased the rug from Macy's, Plaintiff took the rug to a rug
6 store where she learned that the actual retail market value of the rug was approximately \$700 to
7 \$800, rather than the \$12,000 represented by Macy's. But for Macy's misrepresentations about
8 the pricing of the rug, Plaintiff would not have purchased it. Plaintiff contacted Macy's through
9 its website and by bringing the rug back to the store for a refund, but was rebuffed or ignored in
10 each instance. Plaintiff purchased the item using her American Express card and is now
11 obligated to pay American Express the full amount of the purchase price and tax. Plaintiff
12 disputed the charge through the American Express system, and Macy's rejected the dispute
13 demanding that Plaintiff pay the full amount. Plaintiff appealed through the American Express
14 system and is presently waiting for a final decision on her dispute.

15 25. The reliance of Plaintiff and Class members on Defendants' false price
16 comparison advertising was reasonable. Marketing studies have noted that retailers are
17 incentivized to engage in this false and fraudulent behavior:

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

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

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

29 26. Despite the pricing scheme utilized by Defendants, Plaintiff would purchase
30 Defendants' products in the future from Defendants' Stores and/or other retail establishments, if

1 product labels accurately reflect original or compare at prices and discounts. Currently, however,
2 Plaintiff and other consumers have no realistic way to know which—if any—of Defendants’
3 label price comparisons are not false or deceptive. If the Court were to issue an injunction
4 ordering Defendants’ to comply with comparative price advertising laws, and prohibiting use of
5 the deceptive practices discussed herein, Plaintiff would likely shop for Defendants’ products
6 again in the near future at Defendants’ Stores.

7 **CLASS ALLEGATIONS**

8 27. Plaintiff brings this action on behalf of himself and the members of the proposed
9 Class under Rule 23(b)(2) of the Federal Rules of Civil Procedure. The proposed Class consists
10 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
13 was at a sale or discount to the original, regular or compare at price listed
14 on the tag for that item and such individuals have not received a refund or
15 credit for such purchases (“California Class”); and

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

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

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

25 (a) Whether, during the Class Period, Defendants used false price representations
26 and falsely advertised price discounts on their merchandise sold at Defendants’
27 stores;

28 (b) Whether Defendants’ use of false or deceptive price advertising constituted
false advertising under California law;

- 1 (c) Whether Defendants engaged in deceptive, unfair, unlawful and/or fraudulent
2 business practices under California law;
- 3 (d) Whether Defendants misrepresented and/or failed to disclose material facts
4 about their product pricing and discounts;
- 5 (e) Whether Defendants have made false or misleading statements of fact
6 concerning the reasons for, existence of, or amounts of price reductions;
- 7 (f) Whether Class members are entitled to restitution, and in what amount; and
- 8 (g) Whether Defendants are likely to continue using false, misleading or illegal
9 price comparisons such that an injunction is necessary.

10 31. Plaintiff's claim is typical of the claims of the members of the Class and, like all
11 members of the Class, purchased goods from one of Defendants' Stores that falsely conveyed an
12 original or compare at price and a fictitious discount. Accordingly, Plaintiff has no interests
13 antagonistic to the interests of any other member of the Class.

14 32. Plaintiff is a representative who will fully and adequately assert and protect the
15 interests of the Class, and retained counsel experienced in prosecuting class actions.
16 Accordingly, Plaintiff is an adequate representative and will fairly and adequately protect the
17 interests of the Class.

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

26 34. The prosecution of separate actions by members of the Class would create a risk
27 of establishing inconsistent rulings and/or incompatible standards of conduct for Defendants.
28 Additionally, individual actions may be dispositive of the interests of the Class, although certain
class members are not parties to such actions.

1 35. The conduct of Defendants is generally applicable to the Class as a whole and
2 Plaintiff seeks, equitable remedies with respect to the Class as a whole. As such, the systematic
3 policies and practices of Defendants make declaratory or equitable relief with respect to the
4 Class as a whole appropriate.

5 **COUNT I**
6 ***Unfair Business Practices***
7 (California Business & Professions Code § 17200 *et seq.*
8 *Unfair Competition Law (“UCL”)*)

9 36. Plaintiff incorporates and realleges by reference each and every allegation above
10 as if set forth herein in full.

11 37. The UCL defines unfair business competition to include any “unlawful, unfair or
12 fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading” advertising.
13 Cal. Bus. & Prof. Code §17200.

14 38. Advertising or promotional practices are unlawful under the UCL if a reasonable
15 consumer is likely to be deceived by them.

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

22 40. These acts and practices were unfair because they caused Plaintiff, and were
23 likely to cause reasonable consumers, to falsely believe that Defendants are, and have throughout
24 the Class Period been, offering value, discounts or bargains from the price, value or worth of the
25 products sold that did not, in fact, exist. As a result, purchasers, including Plaintiff, reasonably
26 perceived that they were receiving products that regularly sold in the retail marketplace at
27 substantially higher prices (and were, therefore, worth more) than what they paid. This
28 perception has induced reasonable purchasers, including Plaintiff, to buy such products, which
she otherwise would not have purchased.

1 41. Plaintiff and all other California Class Members are likely to be deceived by
2 Defendants' use of the original, regular or compare at price on the price tags of merchandise at
3 Stores in California.

4 42. In deciding to purchase merchandise at Defendants' stores, Plaintiff relied on
5 Defendants' misleading and deceptive representations regarding original or regular prices. These
6 prices placed by Defendants on the price tags of merchandise at their California stores played a
7 substantial role in Plaintiff's decisions to purchase the products she purchased from Defendants,
8 and Plaintiff would not have purchased those items in the absence of Defendants'
9 misrepresentations.

10 43. The gravity of the harm to California Class Members resulting from these unfair
11 acts and practices outweighs any conceivable reasons, justifications or motives of Defendants for
12 engaging in such deceptive acts and practices. By committing the acts and practices alleged
13 above, Defendants engaged in unfair business practices within the meaning of the California
14 UCL.

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

COUNT II

Fraudulent Business Practices

(California Business & Professions Code § 17200 *et seq.*)

1
2
3
4 45. Plaintiff incorporates and realleges by reference each and every allegation above
5 as if fully set forth herein.

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

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

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

27 49. As a result of the conduct described above, Defendants have been unjustly
28 enriched at the expense of Plaintiff and all other respective California Class Members.

1 Specifically, Defendants have been unjustly enriched by obtaining revenues and profits that
2 they would not otherwise have obtained absent their false, misleading or deceptive conduct.

3 50. Through their fraudulent acts and practices, Defendants improperly obtained
4 money from Plaintiff and all other respective Class Members. As such, Plaintiff requests that
5 this Court cause Defendants to restore this money to Plaintiff and all Class Members, and to
6 enjoin Defendants from continuing to violate the UCL as discussed herein or from violating the
7 UCL in the future. Otherwise, Plaintiff, the respective Class she seeks to represent, and
8 members of the general public may be irreparably harmed or denied an effective and complete
9 remedy if such an order is not granted.

10
11 **COUNT III**

12 ***Unlawful Business Practices***

(California Business & Professions Code § 17200 *et seq.*)

13 51. Plaintiff incorporates and realleges by reference each and every allegation above
14 as if fully set forth herein.

15 52. A business act or practice is “unlawful” under the UCL if it violates any other law
16 or regulation.

17 53. The Federal Trade Commission Act prohibits “unfair or deceptive acts or
18 practices in or affecting commerce” and specifically prohibits false advertisements. (15 U.S.C.
19 §45(a)(1) and 15 U.S.C. § 52(a)). The FTCA has established Guidelines which prohibit false
20 pricing schemes, similar to Defendants’ pricing scheme in material respects, as deceptive
21 practices that would violate the FTCA quoted in paragraph 5.

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

25 55. Defendants’ use of and reference to materially misleading, deceptive, and/or false
26 original, regular or compare at prices on the price tags of merchandise sold to consumers in
27 Defendants’ California stores violated and continues to violate the FTCA, 15 U.S.C. §45(a)(1)
28 and 15 U.S.C. §52(a), as well as FTC Pricing Guides. It also violated and continues to violate

1 Cal. Bus. & Prof. Code §§17200 and 17501, and Cal. Civ. Code §1770(a)(13), by, among other
2 things, advertising false comparative prices that were, in fact, not the prevailing market prices at
3 other retailers in the marketplace at the time of the publication.

4 56. As a result of the conduct described above, Defendants have been unjustly
5 enriched at the expense of Plaintiff and other Class Members. Specifically, Defendants have
6 been unjustly enriched by obtaining revenues and profits that they would not otherwise have
7 obtained absent their false, misleading and deceptive conduct.

8 57. Through their unfair acts and practices, Defendants improperly obtained money
9 from Plaintiff and all other respective Class Members. Plaintiff requests that this Court cause
10 Defendants to restore this money to Plaintiff and all respective Class Members they seek to
11 represent, and to enjoin Defendants from continuing to violate the UCL, or from violating the
12 UCL in the future. Otherwise, Plaintiff, the Class she seeks to represent, and members of the
13 general public may be irreparably harmed or denied an effective and complete remedy if such an
14 order is not granted.

15
16 **COUNT IV**

17 ***Violation of the California False Advertising Law,***
(California Business & Professions Code Sections 17500, *et seq.*)

18 58. Plaintiff incorporates and realleges by reference each and every allegation above
19 as if fully set forth herein.

20 59. California False Advertising Law (“FAL”) prohibits unfair, deceptive, untrue, or
21 misleading advertising, including false statements as to worth, value and former price.

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

25 61. Defendants’ practice of disseminating allegedly original, regular or compare at
26 prices associated with their merchandise, which were materially greater than the prices they were
27 sold at or the true prevailing prices of those products, as alleged more fully herein, was an unfair,
28 deceptive or misleading advertising practice because it gave the false impression that the

1 products sold by Defendants regularly or in a substantial amount sold at those prices or in the
2 retail marketplace at substantially higher prices (and were, therefore, worth more) than they
3 actually were.

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

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

11 64. Defendants knew, or by the exercise of reasonable care should have known, that
12 these claims were untrue, deceptive, or misleading.

13 65. When Defendants made or caused to be made the untrue or misleading claims,
14 statements, or misrepresentations described herein to consumers in California, Defendants failed
15 to adequately disclose the facts pleaded herein. Plaintiff requests that this Court cause
16 Defendants to restore this money to Plaintiff and all other respective California Class Members,
17 and to enjoin Defendants from continuing to violate the FAL, or from violating the FAL in the
18 future. Otherwise, Plaintiff, the California Class she seeks to represent, and members of the
19 general public may be irreparably harmed and/or denied an effective and complete remedy if
20 such an order is not granted.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff and the members of the Class demand judgment against
23 Defendants, Macy's Inc., Macy's West Stores, Inc. and Bloomingdale's Inc., as follows:

24 A. An order certifying that this action may be maintained as a class action, that
25 Plaintiff be appointed Class Representatives and Plaintiff's counsel be appointed Class
26 Counsel;

27 B. A judgment awarding Plaintiff and all members of the Class damages as
28 alleged above incurred by Plaintiff and Class members as a result of Defendants' unlawful,

1 deceptive, unfair and fraudulent business and trade practices described herein;

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

6 D. An order enjoining Defendants from continuing to violate the laws as described
7 herein.

8 E. A judgment awarding Plaintiff the costs of suit, including reasonable attorneys'
9 fees, and pre and post-judgment interest; and

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

11 DATED: May 26, 2016

Respectfully submitted ,

GREEN & NOBLIN, P.C.

13 By: /s/ Robert S. Green
14 Robert S. Green

15 James Robert Noblin
16 2200 Larkspur Landing Circle, Suite 101
17 Larkspur, CA 94939
18 Telephone: (415) 477-6700
19 Facsimile: (415) 477-6710
20 Email: gnecf@classcounsel.com

-and-

21 Kenneth G. Gilman, Fla. Bar No. 340758
22 **GILMAN LAW LLP**
23 8951 Bonita Beach Rd, S.E., Suite 525
24 Bonita Springs, FL 34135
25 Telephone: (239)221-8301
26 Facsimile: (239)790-5150
27 Email: kgilman@gilmanlawllp.com

*Attorneys for Plaintiff Zohreh Farhang and
28 the proposed class*

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

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 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)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and sub-categories with checkboxes.

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, 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):
Brief description of cause:

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

05/26/16

(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.