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1 JONES, BELL, ABBOTT, FLEMING & FITZGERALD L.L.P.  
William M. Turner (State Bar No. 199526)  
2 Usman S. Mohammed (State Bar No. 215870)  
601 South Figueroa Street, 27th Floor  
3 Los Angeles, California 90017-5759  
Telephone: (213) 485-1555  
4 Facsimile: (213) 689-1004

cc  
**FILED**  
Superior Court of California  
County of Los Angeles

JUN 21 2017

5 Attorneys for Plaintiffs Cherilyn DeAguiro,  
Sean Bose and Rakhee Bose

Sherri R. Carter, Executive Officer/Clerk  
By Maria Aguirre, Deputy  
Maria Aguirre

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES

FAXED

11 VEERA, *et al.*,  
12 Plaintiffs,  
13 vs.  
14 BANANA REPUBLIC, LLC, *et al.*,  
15 Defendants.

CASE NO. BC541146

CLASS ACTION

THIRD AMENDED COMPLAINT FOR:

1. Violations of California Business and Professions Code section 17500;
2. Violations of California Business and Professions Code section 17200; and
3. Violations of California's Consumers Legal Remedies Act

19 Plaintiffs Cherilyn DeAguiro, Sean Bose and Rakhee Bose allege as follows:

NATURE OF THE CASE

21 1. This case concerns: (1) Defendant's scheme to lure consumers into its stores by  
22 displaying advertisements that mislead consumers to believe that all of the products in its stores are  
23 on sale when Defendant excludes many products (typically the higher-end, more expensive products)  
24 from the advertised sale; and (2) Defendant unlawfully charging prices greater than the lowest prices  
25 advertised, posted, marked, displayed or quoted. Defendant's acts constitute false and misleading  
26 advertising in violation of California's Unfair Competition Law (the "UCL") (Cal. Bus. & Prof. Code  
27 § 17200), California's False Advertising Law (the "FAL") (Cal. Bus. & Prof. Code § 17500) and  
28 California's Consumers Legal Remedies Act (the "CLRA") (Cal. Civ. Code §§ 1750 *et seq.*).

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PARTIES

2. Plaintiff Cheryl DeAgüero is a resident of the City of San Clemente, County of Orange, California. Plaintiffs Sean and Rakhee Bose are married and are residents of the City of Corona, County of Orange, California.

3. Plaintiff DeAgüero and Plaintiffs Sean and Rakhee Bose each seek relief individually and they seek to represent a class consisting of all others similarly situated. Plaintiff DeAgüero and Plaintiffs Sean and Rakhee Bose are replacing Sajid Veera as Plaintiffs and in representing the putative class.

4. Plaintiffs are informed and believe and thereon allege that Defendant Banana Republic, LLC was and is a limited liability company organized and existing under and by virtue of the laws of the state of Delaware, doing business in the State of California, and maintaining offices within the City and County of Los Angeles, California, among other places in the state.

5. Plaintiffs are informed and believe and thereon allege that Banana Republic (Apparel), LLC was and is a limited liability company organized and existing under and by virtue of the laws of the state of California, doing business in the State of California, and maintaining offices within the City and County of Los Angeles, California, among other places in the state. Banana Republic (Apparel), LLC was dismissed without prejudice on May 14, 2015.

6. The true names and capacities of defendants Does 1 through 20, whether individual, corporate, associate or otherwise, are unknown to Plaintiffs, who therefore sue said defendants by such fictitious names. Plaintiffs are informed and believe and thereon allege that each of the defendants fictitiously named herein as Doe is legally responsible in some manner for the events and happenings hereinafter alleged and/or is legally affiliated with Banana Republic.

JURISDICTION AND VENUE

7. This court has subject matter jurisdiction over this action pursuant to California Code of Civil Procedure section 410.10, California Business and Professions Code sections 17203, 17204, 17535, and California Civil Code section 1780. This court has personal jurisdiction over the parties because Plaintiffs submit to the jurisdiction of the court and Defendant systematically and continually does business in the County of Los Angeles, State of California.

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1           8.     Venue is proper in this court pursuant to California Code of Civil Procedure  
2 sections 395 and 395.5, California Business and Professions Code sections 17203, 17204, and 17535,  
3 and California Civil Code section 1780(d) because Defendant does business in this county and  
4 Plaintiff DeAgüero's transactions with Defendant took place in this county. Sajid Veera's declaration  
5 and Plaintiff DeAgüero's declaration stating facts showing that this action has been commenced in a  
6 proper place for trial are attached.

7           BANANA REPUBLIC'S "BAIT-AND-SWITCH" ADVERTISING SCHEME AND ITS  
8           REFUSAL TO SELL MERCHANDISE AT THE LOWEST ADVERTISED PRICES

9           9.     Banana Republic deceives consumers and cheats its competitors by luring  
10 consumers into Banana Republic stores with advertisements representing all of the products in the  
11 stores are on sale. For example, at Banana Republic's stores, Banana Republic displayed the  
12 following advertisement facing out of a storefront window: "TODAY ONLY - 40% OFF YOUR  
13 PURCHASE." The advertisement does not state that the sale applies only to certain products or that  
14 there are any products excluded from the sale. Banana Republic knows or should know that this  
15 advertising is likely to mislead reasonable consumers, and has misled consumers, to believe that all of  
16 the products in the store are on sale that day.

17           10.    After consumers have been lured into the store by this advertising, Banana  
18 Republic refuses to sell many of its products (typically the higher-end, more expensive products) at  
19 prices reduced in accordance with the advertised sale. Sometimes, there might be signs inside the  
20 stores with fine print stating that certain products are excluded from the advertised sale; and  
21 sometimes there are no such signs, in which case consumers learn of the purported exclusions only  
22 after they have shopped and presented products they wish to purchase at a register in the store. At the  
23 register, consumers are informed by a Banana Republic employee that Banana Republic will not sell  
24 them certain products they have selected at prices discounted in accordance with the advertised sale.

25           11.    Banana Republic is a large retailer that is sophisticated with respect to  
26 advertising. Banana Republic knows or should know that its advertising described herein draws  
27 consumers into Banana Republic stores and that consumers who have been drawn into its stores by  
28 this advertising would not have gone into Banana Republic stores if the advertising disclosed that

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1 many products are excluded from the sale. Banana Republic also knows or should know that its  
2 advertising described herein diverts business to Banana Republic that would have gone to Banana  
3 Republic's competitors.

4 12. It is indisputable that the price of products is material; it is also indisputable  
5 that Defendant's refusal to sell products at prices discounted in accordance with the advertising  
6 alleged herein was unlawful and is information that was and is material to the consumers to whom the  
7 advertising was and is directed.

8 13. Not surprisingly, many, if not most, consumers purchase products from Banana  
9 Republic after they have been lured into Banana Republic stores by its false and misleading  
10 advertising, including products Banana Republic refuses to sell to them at prices discounted in  
11 accordance with the advertised sale. All consumers who paid full price when Banana Republic  
12 displayed the advertising described in this complaint have suffered damage as a result of Banana  
13 Republic's false and misleading advertising and as a result of Banana Republic having refused to  
14 charge them the lowest advertised price for merchandise. Such consumers suffered damage in the  
15 amounts they overpaid—the difference between full price and the price discounted in accordance  
16 with Defendant's advertising.

17 14. On November 7, 2010, Plaintiff DeAgüero saw an advertisement in the  
18 window of a Banana Republic store in Studio City indicating that all the products in the store were  
19 discounted by a certain percentage that day. Because of the advertisement, Plaintiff DeAgüero  
20 believed that all of the products in the store were on sale that day and she was enticed by the  
21 advertisement to enter the store. Plaintiff DeAgüero and her daughter shopped for clothing for her  
22 daughter. Plaintiff DeAgüero's daughter tried on the clothing and selected several items. Plaintiff  
23 DeAgüero waited in line for an open register. At the register, a Banana Republic employee informed  
24 Plaintiff DeAgüero of the price of the items, which price was not discounted in accordance with the  
25 advertised sale. Plaintiff DeAgüero informed the Banana Republic employee that she believed the  
26 total was wrong and that the advertised discount had not been taken into account. The Banana  
27 Republic employee told Plaintiff DeAgüero that the items she had chosen were not on sale. Plaintiff  
28 DeAgüero questioned the Banana Republic employee, but became embarrassed and felt pressured by

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1 the people waiting in line behind her and by her daughter who liked the items. As a result, Plaintiff  
2 DeAgüero proceeded to pay full price for two of the items, which Plaintiff DeAgüero's daughter had  
3 continued to wear after trying them on in the dressing room. Plaintiff DeAgüero would not have  
4 entered the Banana Republic store and she would not have purchased the two items that she  
5 purchased if not for the advertisement she saw in the window of the Banana Republic store that day.  
6 Plaintiff DeAgüero's experiences are typical of the experiences of other consumers.

7 15. In December of 2011, Plaintiffs Sean and Rakhee Bose saw an advertisement  
8 displayed in the window of a Banana Republic store in the Dos Lagos mall in Corona indicating that  
9 all the products in the store were discounted by a certain percentage that day. Because of the  
10 advertisement, Plaintiffs Sean and Rakhee Bose believed that all of the products in the store were on  
11 sale that day and they were enticed by the advertisement to enter the store and to shop in the store for  
12 clothing. Plaintiffs Sean and Rakhee Bose each shopped for clothing. Plaintiff Rakhee Bose tried on  
13 several items of clothing and selected some to purchase. Plaintiff Sean Bose selected a sweater to  
14 purchase. Plaintiffs Sean and Rakhee Bose waited in line for an open register. At the register, a  
15 Banana Republic employee informed them of the price of the items, which price was not discounted  
16 in accordance with the advertised sale. Plaintiffs Sean and Rakhee Bose informed the Banana  
17 Republic employee that the items should cost less because of the advertised discount. The Banana  
18 Republic employee told Plaintiffs Sean and Rakhee Bose that the items they had chosen were not on  
19 sale. Plaintiff Sean Bose argued briefly then relented because he and his wife became embarrassed  
20 and they felt pressured by the people waiting in line behind them. Plaintiffs Sean and Rakhee Bose  
21 decided to purchase the sweater Plaintiff Sean Bose had selected at full price and they chose not to  
22 purchase the items selected by Plaintiff Rakhee Bose. Plaintiffs Sean and Rakhee Bose would not  
23 have entered the Banana Republic store and they would not have purchased the item that they  
24 purchased if not for the advertisement they saw in the window of the Banana Republic store that day.  
25 Plaintiffs Sean and Rakhee Bose's experiences are typical of the experiences of other consumers.

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1 CLASS ACTION ALLEGATIONS

2 16. Plaintiffs repeat and reallege each and every fact, matter and allegation set  
3 forth in paragraphs 1 through 15 above and incorporate them at this point by this reference as though  
4 set forth in full.

5 17. Plaintiffs bring this action on behalf of themselves individually and, pursuant  
6 to California Code of Civil Procedure section 382 and California Civil Code section 1781, on behalf  
7 of all other persons who, on days when Banana Republic displayed advertising implying that all  
8 merchandise in the store would be sold at prices discounted in accordance with the advertising, were  
9 charged and paid prices not discounted in accordance with the advertising at a Banana Republic store  
10 in California during the time period of April 1, 2010 to the date of entry of judgment in this action.  
11 (the "Class"); and all persons in the Class who were enticed to shop for merchandise at Banana  
12 Republic by advertising that they believed indicated that all merchandise in the store would be sold at  
13 prices discounted in accordance with the advertising (the "Subclass"). Excluded from the Class are  
14 the Defendant, any parent, affiliate, subsidiary entity or entity in which any of the Defendant has a  
15 controlling interest, officers, directors and employees of the Defendant, the members of their  
16 immediate families, their heirs, successors and assigns.

17 18. The Class likely consists of at least hundreds of thousands of persons who  
18 purchased products from Defendant in California. The membership of the Class is so numerous and  
19 dispersed geographically that actual joinder of all of the Class members is impracticable.

20 19. Plaintiffs' claims are typical of the claims of the members of the Class because  
21 Plaintiffs and each member of the Class were exposed to Defendant's false and misleading  
22 advertising.

23 20. Plaintiffs are proper representatives of the Class and will fairly represent and  
24 protect the interests of the California because, among other things, neither of their interests conflict  
25 with the interests of the Class.

26 21. Plaintiffs' attorneys are skilled and experienced in complex litigation matters,  
27 including class actions.

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1           22. Common questions of law and fact exist as to all members of the Class and  
2 predominate over questions that impact only individual members of the Class. Among the many  
3 questions of law and fact common to the Class are the following:

- 4           (i) whether Defendant's advertising was and is likely to  
5           mislead reasonable consumers;
- 6           (ii) whether Defendant's acts constitute unlawful "bait-and-  
7           switch";
- 8           (iii) whether Defendant's representations in the alleged  
9           advertising were and are false;
- 10          (iv) whether Defendant's representations in the alleged  
11          advertising were and are misleading;
- 12          (v) whether Defendant knew or should have known that its  
13          advertising was and is likely to mislead reasonable  
14          consumers;
- 15          (vi) whether Defendant knew or should have known that its  
16          advertising was and is false and/or misleading;
- 17          (vii) whether Defendant advertised products with the intent to  
18          sell the products as advertised;
- 19          (viii) whether Defendant represented that transactions conferred  
20          rights which they do not have or involve;
- 21          (ix) whether Defendant made and continue to make false or  
22          misleading statements of fact concerning amounts of price  
23          reductions;
- 24          (x) whether the facts Defendant failed and continue to fail to  
25          disclose in its advertising were and are material;
- 26          (xi) whether reliance on Defendant's misrepresentations and  
27          omissions is presumed;

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- 1 (xii) whether Defendant's acts alleged herein were and are  
2 unlawful;  
3 (xiii) whether Defendant charged a greater price than was  
4 advertised, posted, marked, displayed or quoted;  
5 (xiv) whether consumers suffered and continue to suffer damage  
6 as a result of Defendant's acts alleged herein;  
7 (xv) the extent of the damage suffered by consumers as a result  
8 of Defendant's acts alleged herein;  
9 (xvi) whether Defendant's acts alleged herein were and are  
10 unfair;  
11 (xvii) whether Defendant should be enjoined from continuing to  
12 advertise as alleged herein;  
13 (xviii) whether Defendant acted with oppression, fraud or malice,  
14 warranting punitive damages.

15 The predominance of these common questions creates a well-defined community of interest among  
16 the Class members.

17 23. In addition, the prosecution of separate actions by members of the Class would  
18 create a risk of inconsistent or varying adjudications which would establish incompatible standards of  
19 conduct for Defendant, while adjudications with respect to the Class and Plaintiffs would, as a  
20 practical matter, be dispositive of the interests of the other members of the Class.

21 24. A class action is superior to other available methods for the fair and efficient  
22 adjudication of this controversy because the Class is both numerous and its membership is  
23 geographically widespread. Furthermore, as the amount of individual damages of any one member of  
24 the Class is relatively small, the expense and burden of individual litigation make it impossible for the  
25 members of the Class to redress individually the wrongs committed against them and the damages  
26 suffered by them. Plaintiffs know of no difficulty that should be encountered in the management of  
27 this litigation that would preclude the maintenance of this suit as a class action.  
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1 **FIRST CAUSE OF ACTION**

2 **Violations of California Business and Professions Code section 17500**

3 **(By Plaintiffs and on Behalf of the Class Against All Defendants)**

4 25. Plaintiffs repeat and reallege each and every fact, matter and allegation set  
5 forth in paragraphs 1 through 24 above and incorporate them at this point by this reference as though  
6 set forth in full.

7 26. Defendant's acts alleged herein violate California Business and Professions  
8 Code section 17500. Defendant acted knowingly, recklessly and in conscious disregard of the true  
9 facts in perpetuating its deceptive advertising scheme and causing injuries to Plaintiffs and the Class.

10 27. Plaintiffs and the Class have been misled and unfairly induced to enter into  
11 transactions and to pay overpay for products. As a result of Defendant's false and misleading  
12 advertising, misrepresentations, and omissions, Plaintiffs and the Class have been injured in amounts  
13 not less than the amounts they overpaid for products, which amounts have not yet been ascertained,  
14 but are believed to exceed ten million dollars (\$10,000,000) in the aggregate, and in amounts to be  
15 determined at trial with respect to purchases of products that Defendant sold to Plaintiffs and the  
16 Class at prices discounted in accordance with the advertised sales. These amounts have been paid to  
17 Defendant by Plaintiffs and the Class and should be restored to them.

18 **SECOND CAUSE OF ACTION**

19 **Violations of California Business and Professions Code Section 17200**

20 **(By Plaintiffs and on Behalf of the Class Against All Defendants)**

21 28. Plaintiffs repeat and reallege each and every fact, matter and allegation set  
22 forth in paragraphs 1 through 27 above and incorporate them at this point by this reference as though  
23 set forth in full.

24 29. Defendant has engaged in business acts and practices that, as alleged above,  
25 constitute unfair competition in violation of Business and Professions Code section 17200.  
26 Specifically, Defendant's acts alleged herein are unfair and likely to deceive the general public, and  
27 Defendant's acts alleged herein are unlawful in that they violate California Business and Professions  
28 Code section 17500 (false and misleading advertising), California Business and Professions Code

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1 section 12024.2, California Business and Professions Code section 12024.6, and California Civil  
2 Code sections 1770(a)(9), (13), (14), (CLRA), as well as other federal and state statutes and  
3 regulations.

4 30. As a result of Defendant's unfair, fraudulent, and unlawful business practices  
5 alleged herein, Plaintiffs and the Class have been injured in amounts not less than the amounts they  
6 overpaid for products, which amounts have not yet been ascertained, but are believed to exceed ten  
7 million dollars (\$10,000,000) in the aggregate, and in amounts to be determined at trial with respect  
8 to purchases of products that Defendant sold to Plaintiffs and the Class at prices discounted in  
9 accordance with the advertised sales. These amounts have been paid to Defendant by Plaintiffs and  
10 the Class and should be restored to them.

11 31. If Defendant is permitted to continue to engage in the unlawful, unfair and  
12 fraudulent advertising, its conduct will engender further injury, expanding the number of injured  
13 members of the public beyond its already large size, and will tend to render any judgment at law, by  
14 itself, ineffectual. Under such circumstances, Plaintiffs and the Class have no adequate remedy at law  
15 in that Defendant will continue to engage in the wrongful conduct alleged herein, thus engendering a  
16 multiplicity of judicial proceedings. Plaintiffs and the Class request and are entitled to injunctive  
17 relief, enjoining Defendant from continuing to engage in the unfair, unlawful and fraudulent  
18 advertising described herein.

19 **THIRD CAUSE OF ACTION**

20 **Violations of the California Consumers Legal Remedies Act**

21 **(By Plaintiffs Sean and Rakhee Bose and on Behalf of the Class Against All Defendants)**

22 32. Plaintiffs repeat and reallege each and every fact, matter and allegation set  
23 forth in paragraphs 1 through 24 above and incorporate them at this point by this reference as though  
24 set forth in full. This third cause of action arises under the CLRA (Cal. Civ. Code §§ 1750-1784).

25 33. At all relevant times, Plaintiffs were "consumers" as defined by California  
26 Civil Code section 1761(d).

27 34. At all relevant times, Defendant's products constituted "goods" as defined by  
28 California Civil Code section 1761(a).

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1           35. At all relevant times, Defendant was and is a "person" as defined by California  
2 Civil Code section 1761(c).

3           36. At all relevant times, Plaintiffs and each of the Class member's purchases of  
4 Defendant's goods constituted a "transaction" as defined by California Civil Code section 1761(e).

5           37. The CLRA provides that it is unlawful to: (i) advertise goods or services with  
6 the intent not to sell them as advertised; and (ii) make false or misleading statements of fact  
7 concerning reasons for, existence of, or amounts of price reductions; or (iii) represent that a  
8 transaction confers or involves rights, remedies, or obligations which it does not have or involve, or  
9 which are prohibited by law. Cal. Civ. Code §§ 1770(a)(9), (13), (14). Defendant's acts alleged  
10 herein violate the CLRA.

11           38. Defendant's acts alleged herein were oppressive, fraudulent, and malicious,  
12 and were done with the intention on the part of Defendant of depriving Plaintiffs and the Class of  
13 property and their legal rights; therefore an award of punitive damages is warranted.

14           39. Plaintiffs and the putative class are entitled to recover attorneys' fees and costs  
15 pursuant to California Civil Code section 1780(d).

16           40. On February 20, 2014, pursuant to California Civil Code section 1782,  
17 Plaintiffs notified Defendant in writing that its advertising violates the CLRA. Defendant received  
18 the notice on February 24, 2014. The original plaintiff, Sajid Veera, demanded that Defendant cease  
19 engaging in its unlawful business practices and restore to consumers the amounts consumers overpaid  
20 for the products Defendant refused to sell them at prices discounted in accordance with the advertised  
21 sales. Defendant did not cease to engage in its unlawful business practices, nor did it make restitution  
22 to its customers.

23           **WHEREFORE**, Plaintiffs pray for judgment against Defendant as follows:

24           **ON THE FIRST AND SECOND CAUSES OF ACTION**

- 25           1. For an order requiring Defendant to restore all monies that Defendant acquired  
26 from Plaintiffs and the Class as a result of its false advertising, and unfair, unlawful  
27 and fraudulent business acts and practices;
- 28           2. Interest on all such sums restored at the maximum legal rate;

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1 3. For an order or orders enjoining Defendant from continuing to employ the  
2 unfair methods of competition and commit unfair and deceptive acts and practices  
3 alleged in this complaint and any other such acts and practices proven at trial;

4 4. For an award of attorneys' fees to Plaintiffs' counsel pursuant to section 1021.5  
5 of the California Code of Civil Procedure;

6 5. For costs of suit incurred in this action; and

7 6. For such other and further relief as the court may deem just and proper.

8 **ON THE THIRD CAUSE OF ACTION**

9 1. Actual damages to Plaintiffs and the Class in amounts according to proof;

10 2. For an order or orders enjoining Defendant from continuing to employ the  
11 unfair methods of competition and commit unfair and deceptive acts and practices  
12 alleged in this complaint and any other such acts and practices proven at trial;

13 3. For an order requiring Defendant to restore all monies that Defendant acquired  
14 from Plaintiffs and the Class as a result of its unfair methods of competition and unfair  
15 and deceptive acts and practices;

16 4. For an order of non-restitutionary disgorgement of all monies Defendant  
17 acquired by its unlawful conduct;

18 5. Interest on all such damages and sums restored at the maximum legal rate;

19 6. For an award of costs and attorneys' fees to Plaintiffs' counsel pursuant to  
20 California Civil Code section 1780(d) and California Code of Civil Procedure section  
21 1021.5;

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1 7. For punitive damages, pursuant to California Civil Code sections 1780(a)(4)  
2 and 3294, in an amount appropriate to punish Defendant and deter it and others from  
3 engaging in similar misconduct; and

4 8. For such other and further relief as the court may deem just and proper.  
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6 DATED: June 2, 2017

Jones, Bell, Abbott, Fleming & Fitzgerald L.L.P.

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9 By: 

10 WILLIAM M. TURNER

11 Attorneys for Plaintiffs Cheryl DeAguiro, Sean  
12 Bose and Rakhee Bose  
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DECLARATION OF SAJID VEERA

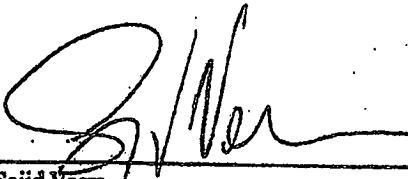
I, Sajid Veera, declare that:

1. I have personal knowledge of the facts stated herein, and could and would testify competently thereto if sworn as a witness.

2. I am a resident of the County of Los Angeles, California. The transaction(s) in which I was involved that give rise to the causes of action asserted in the attached complaint took place in the County of Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 1, 2014.

  
Sajid Veera

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DECLARATION OF CHERILYN DEAGUERO

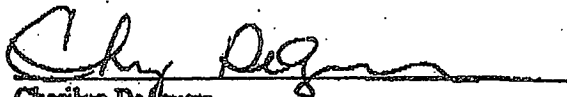
I, Cherilyn DeAgüero, declare that

1. I have personal knowledge of the facts stated herein, and could and would testify competently thereto if sworn as a witness.

2. I am a resident of the County of Orange, California. The transaction(s) in which I was involved that give rise to the causes of action asserted in the attached complaint took place in the County of Los Angeles, California.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 14, 2015, at San Clemente, California.

  
Cherilyn DeAgüero

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**PROOF OF SERVICE**

I am employed by the law firm Jones, Bell, Abbott, Fleming & Fitzgerald L.L.P., 601 South Figueroa Street, 27th Floor, Los Angeles, California 90017-5759. I am over the age of 18 and not a party to the within action.

On June 21, 2017, I served a copy of the following documents: **THIRD AMENDED COMPLAINT FOR:**

1. **Violations of California Business and Professions Code section 17500;**
2. **Violations of California Business and Professions Code section 17200; and**
3. **Violations of California's Consumers Legal Remedies Act**

I caused the documents to be **E-served** through **Case Anywhere** by electronically mailing a true and correct copy through **Case Anywhere** pursuant to Court Order through the electronic mail system to the email address(es) set forth below per Court Order. The file transmission was reported as completed and a copy of the **Case Anywhere** Transaction Receipt page will be maintained with the document(s) in our office.

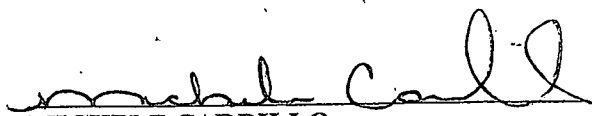
David McDowell  
Morrison & Foerster LLP  
707 Wilshire Blvd., Suite 6000  
Los Angeles, CA 90017  
Tel: (213) 892-5200  
Fax: (213) 892-5454  
Email: dmcdowell@mofo.com

*Attorneys for Defendants  
Banana Republic, LLC and  
Banana Republic (Apparel), LLC*

Margaret Mayo  
Morrison & Foerster LLP  
425 Market Street, 32<sup>nd</sup> Floor  
San Francisco, CA 94105  
Tel: (415) 268-7000  
Fax: (415) 268-7522  
Email: mmayo@mofo.com

*Attorneys for Defendants  
Banana Republic, LLC and Banana  
Republic (Apparel), LLC*

I declare under penalty of perjury that the foregoing is true and correct.  
Executed on June 21, 2017, at Los Angeles, California.

  
**MICHELE CARRILLO**