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

MATTHEW JOHN, on Behalf of Himself  
and All Others Similarly Situated,

Plaintiff,

vs.

AM RETAIL GROUP, INC., a Delaware  
Corporation, dba WILSONS LEATHER,  
and Does 1-100, inclusive,

Defendants.

Case No. '17CV0727 JAH BGS

**CLASS ACTION COMPLAINT**

- 1. Violation of California’s Unfair Competition Laws (“UCL”); California Business and Professions Code Sections 17200, et seq.**
- 2. Violation of California’s False Advertising Laws (“FAL”); California Business & Professions Code Sections 17500, et seq.**
- 3. Violations of California Consumer Legal Remedies Act (“CLRA”); Civ. Code Sections 1750, et. seq.**
- 4. Unjust Enrichment**
- 5. Violation of Consumer Protection Laws in States with Similar Laws to California**

**[DEMAND FOR JURY TRIAL]**

1 Plaintiff MATTHEW JOHN brings this action on behalf of himself and all others  
2 similarly situated against Defendant AM Retail Group, Inc., dba Wilsons Leather  
3 (“Defendant”), and states:

4 **I. NATURE OF THE ACTION**

5 1. This is a class action regarding Defendant’s false and misleading  
6 advertisement of deep discounts on its Wilson’s Leather branded men’s and women’s  
7 outerwear and accessories sold in its retail outlet stores. The discounts offered by  
8 defendant on its Wilson’s Leather branded products are fake sales – the advertised  
9 discounts are not real.

10 2. Wilson’s Leather advertises all of its Wilson’s Leather branded products<sup>1</sup> for  
11 sale by listing the merchandise with a “Ticket” price and its corresponding “Sale” price.  
12 See, e.g. Exhibit “A.” The “Ticket” price represents to consumers the merchandise’s  
13 regular price and the “Sale” price represents to consumers a significant discount or  
14 savings from the regular, “Ticket” price.

15 3. The Wilson’s Leather merchandise is never offered for sale, nor sold at the  
16 “Ticket” price. The Ticket price is used exclusively as a benchmark from which the false  
17 discount and corresponding “Sale” price is derived. Wilson’s Leather scheme has the  
18 effect of tricking consumers into believing they are getting a significant deal by  
19 purchasing merchandise at a steep discount, when in reality, consumers are paying for  
20 merchandise at its regular retail price.

21 4. As recognized by the Ninth Circuit, this practice is prohibited in California:  
22 “Most consumers have, at some point, purchased merchandise that was  
23 marketed as being "on sale" because the proffered discount seemed too good  
24 to pass up. Retailers, well aware of consumers' susceptibility to a bargain,  
25 therefore have an incentive to lie to their customers by falsely claiming that  
26 their products have previously sold at a far higher "original" price in order to  
induce customers to purchase merchandise at a purportedly marked-down  
"sale" price. Because such practices are misleading — and effective — the

27  
28 <sup>1</sup> Wilson’s Leather brand products include all products manufactured by Wilson’s Leather  
and/or sold exclusively in Wilson’s Leather stores, including: Wilson’s Leather, Andrew  
Marc and Black Rivet.

1 California legislature has prohibited them”.  
2 See *Hinojos v. Kohl’s Corp.* 718, F.3d 1098 (2013)

3 5. During the Class Period, Defendant continually mislead consumers by  
4 advertising its Wilson’s Leather branded, men’s and women’s accessories, outerwear, and  
5 other items at discounted, “Sale” prices. However, the “Sale” prices were actually the  
6 regular prices of the Wilson’s Leather products.

7 6. The advertised discounts overstated and did not represent a *bona fide* price at  
8 which Defendant formerly sold the merchandise and were nothing more than mere  
9 phantom markdowns because the represented “Ticket” prices were artificially inflated and  
10 were never the original prices for merchandise sold at Defendant’s outlet stores. In  
11 addition, the represented “Ticket” prices were not the prevailing market retail prices  
12 within three months next immediately preceding the publication of the advertised former  
13 prices, as required by California law.

14 7. Defendant conveys its deceptive pricing scheme to consumers through the  
15 use of in-store displays and print advertisements. For example, in Defendant’s outlet  
16 stores, the pricing scheme is prominently displayed, in black and white, 8” to 12” signs;  
17 advertising deep discounts on various items throughout the store by representing both the  
18 “Ticket” price and the corresponding “Sale” price on the same placard, side by side for  
19 the consumer to make the comparison.

20 8. The “Ticket” price never existed and/or did not constitute the prevailing  
21 market retail prices for such products within the three months next immediately preceding  
22 the publication of the sales tag. The difference between the “Sale” and “Ticket” price is a  
23 false savings percentage used to lure consumers into purchasing products they believe are  
24 significantly discounted.

25 9. Through its false and misleading marketing, advertising, and pricing scheme,  
26 Defendant violated and continues to violate California, federal, and other state law  
27 prohibiting advertising goods for sale as discounted from former prices which are false,  
28 and prohibiting misleading statements about the existence and amount of price reductions.

1 Specifically, Defendant violated and continues to violate California Business and  
2 Professions Code §§ 17200, *et seq.* (the “UCL”), California Business and Professions  
3 Code §§ 17500, *et seq.* (the “FAL”), the California Consumer Legal Remedies Act,  
4 California Civil Code §§ 1750, *et seq.* (the “CLRA”), and the Federal Trade Commission  
5 Act (“FTCA”), which prohibits “unfair or deceptive acts or practices in or affecting  
6 commerce” (15 U.S.C. § 45(a)(1)) and false advertisements (15 U.S.C. § 52(a)).

7 10. Plaintiff brings this action on behalf of himself and other similarly situated  
8 consumers who have purchased one or more Wilson’s Leather branded items at  
9 Defendant’s outlet stores that were deceptively represented as discounted from false  
10 former, “Ticket” prices in order to halt the dissemination of this false, misleading, and  
11 deceptive pricing scheme, to correct the false and misleading perception it has created in  
12 the minds of consumers, and to obtain redress for those who have purchased merchandise  
13 tainted by this scheme. Plaintiff seeks to permanently enjoin Defendant from using false  
14 and misleading claims regarding retail price comparisons in their packaging, labeling, and  
15 advertising. Further, Plaintiff seeks to obtain damages, restitution, and other appropriate  
16 relief in the amount by which Defendant was unjustly enriched as a result of their sales of  
17 merchandise offered at a false discount.

18 11. Finally, Plaintiff seeks reasonable attorneys’ fees pursuant to California Code  
19 of Civil Procedure § 1021.5, as this lawsuit seeks the enforcement of an important right  
20 affecting the public interest and satisfies the statutory requirements for an award of  
21 attorneys’ fees.

## 22 **II. JURISDICTION AND VENUE**

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

27 13. The Southern District of California has personal jurisdiction over Defendant  
28 because Defendant is a corporation authorized to conduct and which does conduct

1 business in the State of California. Defendant is registered with the California Secretary  
2 of State to do sufficient business with sufficient minimum contacts in California, and/or  
3 otherwise intentionally avails itself to the California market through the ownership and  
4 operation of 20 outlet stores within the State of California.

5 14. Venue is proper under 18 U.S.C. § 1965(a) because Defendant transacts  
6 substantial business in this District. A substantial part of the events giving rise to  
7 Plaintiff’s claims arose here.

8 **III. PARTIES**

9 **A. Plaintiff**

10 15. Plaintiff MATTHEW JOHN resides in San Diego County, California.

11 **B. Plaintiff’s Statement of Facts:**

12 16. Plaintiff, in reliance on Defendant’s false and deceptive advertising,  
13 marketing, and “Sale” pricing schemes, purchased a Wilson’s Leather branded wallet at  
14 for \$25.91 on April 21, 2016 at a Wilson’s Leather outlet store located at 5620 Paseo del  
15 Norte, Suite 117, Carlsbad, California 92008. Mr. John entered Defendant’s store and  
16 immediately noticed that all of the merchandise, jackets, purses, and wallets in the store  
17 were on sale. He observed the approximately 8” sale signs that hung above each rack of  
18 merchandise advertised both a “Ticket” price and “Sale” price. Mr. John reasonably  
19 concluded that the “Sale” price was a discount that was being offered from the regular  
20 “Ticket” price of the items offered for sale. Mr. John sought out the leather wallets. Mr.  
21 John observed the Wilson’s Leather branded wallets situated on a chest-high kiosk in the  
22 middle of the store. Mr. John observed the price sign that advertised the Wilson’s Leather  
23 branded wallets as follows:

Ticket	Sale
50.00.....	19.99
60.00.....	23.99

27 *See, e.g.* exhibit B-10, Wilson’s Leather brand wallets. Mr. John examined the  
28 wallets and chose a Wilson’s Leather branded, all black leather, trifold wallet. The

1 “Ticket” price of the item was listed at \$60.00. The “Sale” price of the item was listed at  
2 \$23.99. Mr. John believed that he was getting a good deal on the leather wallet and he  
3 selected to purchase it based upon Defendant’s representation that the wallet was  
4 significantly discounted from \$60.00 down to \$23.99. Mr. John took the wallet to the  
5 register, and paid \$25.91 for it.

6 17. The “Sale” price of \$23.99 was discounted and represented to Plaintiff at a  
7 significant savings (approximately 60%) according to the price tag and related signage.  
8 However, this product was never offered for sale at approximately \$60.00 at Defendant’s  
9 outlet store, nor was it offered at that price at *any store* in California within the 90-day  
10 time period immediately preceding Plaintiff’s purchase. Therefore, Plaintiff was damaged  
11 by his purchase of the product. Plaintiff would not have purchased the wallet without the  
12 misrepresentation made by Defendant. As a result, Plaintiff has been personally  
13 victimized by and suffered economic injury as a direct result of Defendant’s unlawful,  
14 unfair, and fraudulent conduct.

15 18. The wallet Plaintiff purchased is a Wilson’s Leather brand, black, all leather,  
16 trifold wallet with “WILSONS’S LEATHER” stamped into the leather on the outside  
17 middle panel at the bottom.

18 **Defendant**

19 19. Plaintiff alleges upon information and belief that Defendant AM Retail  
20 Group, Inc. is a Delaware corporation, doing business as Wilsons Leather, with its  
21 principal executive offices in Brooklyn Park, Minnesota. It is a subsidiary of the publicly  
22 traded Delaware corporation, G-III Apparel Group, Ltd. (NASDAQ: GIII). Defendant  
23 advertises, markets, distributes, and/or sells men and women’s accessories, outerwear, and  
24 other items to hundreds of thousands of consumers in California and throughout the  
25 United States.

26 20. Plaintiff does not know the true names and capacities of the persons or  
27 entities sued herein as DOES 1-100, inclusive, and therefore sues such Defendants by  
28 such fictitious names. Plaintiff is informed and believes, and upon such information and

1 belief alleges, that each of the DOE Defendants is in some manner legally responsible for  
2 the damages suffered by Plaintiff and the Class members as alleged herein. Plaintiff will  
3 amend this Complaint to set forth the true names and capacities of these Defendants when  
4 they have been ascertained, along with appropriate charging allegations, as may be  
5 necessary.

6 **IV. FACTUAL BACKGROUND**

7 **A. The Fraudulent Sale Discounting Scheme**

8 21. Wilson's Leather is a leather retailer, selling products such as leather jackets,  
9 belts, shoes, wallets, handbags and gloves. Wilson's Leather operates over 175+ stores in  
10 the United States, including 19 in California. Wilson's Leather sells a variety of leather  
11 products from various manufacturers as well as its own, Wilson's Leather brand of leather  
12 products. This case involves only the Wilson's Leather branded products sold by  
13 Defendant.

14 22. The Wilson's Leather brand of leather products are sold exclusively in its  
15 retail outlet stores. There is no other market for the Wilson's Leather branded products  
16 other than at Defendant's retail outlet stores.

17 23. Wilson's Leather engages in a scheme to defraud its customers by  
18 perpetually discounting its Wilson's Leather merchandise in its retail outlet stores. The  
19 scheme is effectuated as follows: Every single piece of Wilson's Leather brand  
20 merchandise sold in Wilson's Leather retail outlet stores is advertised with two prices; the  
21 "Ticket" price and the corresponding "Sale" price. The "Ticket" Price conveys to the  
22 consumer the purported regular price of the item. The "Sale" price conveys to the  
23 customer a deeply discounted price at which the item presently being offered for sale. The  
24 two prices ("Ticket" and "Sale") are conveyed to consumers on eight to twelve inch, black  
25 and white, rectangular signs, which are placed on every rack of products in every  
26 Wilson's Leather retail outlet store. *See* Exhibit, "B".

27 24. However, at no time are the Wilson's Leather branded products ever offered  
28 for sale at the "Ticket" price. The "Ticket" price is merely a false reference price from

1 which Defendant utilizes to reference a deeply discounted “Sale” price on every piece of  
2 Wilson’s Leather branded merchandise sold in its stores during the class period.

3 25. This practice is not accidental; it is a fraudulent scheme intended to deceive  
4 consumers into: 1) making purchases they otherwise would not have made; or 2) into  
5 paying substantially more for merchandise consumers believed was heavily discounted;  
6 and thereby believed was worth more than its actual value.

7 26. Retailers, including Defendant understand that consumers are susceptible to a  
8 good bargain and therefore Defendant has substantial interest in lying in order to generate  
9 sales. A product’s “regular” price or “original” price matters to consumers. In this case,  
10 Defendant has marked its merchandise with a “Ticket” price; intended to be the equivalent  
11 of a “regular” or “original” price. The regular price and/or the original price conveys to  
12 consumers, including Mr. John, the product’s worth and the prestige that ownership of the  
13 product conveys. *See Dhruv Grewal & Larry D. Compeau, Comparative Price*  
14 *Advertising: Informative or Deceptive?*, 11 J. of Pub. Pol’y & Mktg. 52, 55 (Spring 1992)  
15 (“By creating an impression of savings, the presence of a higher reference price enhances  
16 subjects' perceived value and willingness to buy the product.”); *id.* at 56 (“[E]mpirical  
17 studies indicate that as discount size increases, consumers' perceptions of value and their  
18 willingness to buy the product increase, while their intention to search for a lower price  
19 decreases.”).

20 27. Defendant’s pricing advertisements uniformly include both the false regular  
21 price (“Ticket”), and right next to, or above it the purported “Sale” price. This uniform  
22 scheme is intended to and does provide misinformation to the customer. This  
23 misinformation communicates to consumers, including Mr. John, that the Wilson’s  
24 Leather branded products have a greater value than the advertised “Sale” Price. As the  
25 Ninth Circuit recognizes, “[m]isinformation about a product's "normal" price  
26 is...significant to many consumers in the same way as a false product label would be.”  
27 *See Hinojos v. Kohl’s Inc.* 718 F.3d at 1106.

28



1           **B. Plaintiff's Investigation**

2           28. Plaintiff's counsel has investigated dozens of retailers to determine whether  
3 they are engaged in fraudulent sale discounting. Plaintiff's investigation of Wilson's  
4 Leather included the 90 day time period immediately preceding Plaintiff's purchase. To  
5 be clear, Plaintiff's counsel was investigating Wilson's Leather retail sale discounting  
6 practices long before Plaintiff made a purchase at Wilson's Leather and long before  
7 Plaintiff contacted Plaintiff's counsel seeking representation.

8           29. Plaintiff's investigation cataloged the pricing practices of Wilson's Leather  
9 outlet stores in San Diego County, including at the Carlsbad Premium Outlets at 5620  
10 Paseo Del Norte, Suite 117, Carlsbad, CA 92008; the Las Americas Premium Outlets  
11 4265 Camino De La Plaza, Space 210, San Diego, CA 92173 and at the Viejas Outlet  
12 Center at 5005 Willows Road Suite H109, Alpine, CA 91901. The false "Ticket" price  
13 and corresponding purported "Sale" price pricing scheme was both uniform and identical  
14 at all stores investigated. For example, in the ninety days prior to Plaintiff's purchase, the  
15 following items were continuously discounted at the stores indicated:

16 <b>Item:</b>	<b>Ticket Price:</b>	<b>Sale Price:</b>	<b>Continuously Discounted from (at least):</b>	<b>Through April 21, 2016</b>	<b>Stores Observed:</b>	<b>Exhibit:</b>
19 <b>Red Women's zip-up collar-less</b>	\$180.00	\$39.99	January 8, 2016	Yes	Carlsbad; San Ysidro	A
21 <b>Black leather zip up jacket collar-less</b>	\$250.00	\$59.99	January 8, 2016	Yes	Carlsbad; San Ysidro; Alpine	B-1
24 <b>Black Leather Collar</b>	\$600.00	\$149.99	January 8, 2016	Yes	Carlsbad; San Ysidro	B-2
25 <b>Beige/Grey Suede Collar less Zip up</b>	\$650.00	\$179.99	January 8, 2016	Yes	Carlsbad; San Ysidro	B-3
27 <b>Black Collar</b>	\$650.00	\$159.99	January 8, 2016	Yes	Carlsbad; San Ysidro;	B-3

1	<b>Leather Zip up (Mens)</b>					Alpine	
2							
3	<b>Women's Studded Collared zip up leather</b>	\$700.00	\$229.00	January 8, 2016	Yes	Carlsbad; San Ysidro	B-4
4							
5	<b>Shoulder Patterned Leather Collared zip up (Mens)</b>	\$180.00	\$59.99	January 8, 2016	Yes	Carlsbad; San Ysidro	B-5
6							
7							
8							
9	<b>Women's Brown Suede Collar-less</b>	\$250.00	\$69.99	January 8, 2016	Yes	Carlsbad; San Ysidro	B-6
10							
11							
12	<b>Women's Grey Collar-less Zip up</b>	\$550.00	\$149.99	January 8, 2016	Yes	Carlsbad; San Ysidro	B-7
13							
14	<b>Black Leather zip up collar with hoodie</b>	\$250.00	\$49.99	January 8, 2016	Yes	Carlsbad; San Ysidro	B-8
15							
16	<b>Pink Women's Peacoat</b>	\$300.00	\$79.99	January 8, 2016	Yes	Carlsbad; San Ysidro	Bottom of B-8
17							
18	<b>Men's Brown zip up leather collarless</b>	\$300.00	\$79.99	January 8, 2016	Yes	Carlsbad; San Ysidro	B-9
19							
20	<b>Wilson's Leather Wallets</b>	\$40.00; \$50.00; \$60.00; \$70.00	\$15.99; \$19.99; \$23.99; \$27.99	January 8, 2016	Yes	Carlsbad; San Ysidro; Alpine	B-10
21							
22							

23  
24  
25  
26  
27  
28

30. The fraudulent pricing scheme applies to all Wilson's Leather branded products sold in every Wilson's Leather retail outlet store, and included the Wilson's Leather Wallet purchased by Mr. John on April 21, 2016. By way of example, all items in the above referenced chart were offered at a "Sale" price substantially less than their "Ticket" price for at least the 90 days preceding Plaintiff's purchase.

1           31. Plaintiff’s counsel initially investigated Wilson’s Leather in the summer of  
2 2015. On every occasion that Plaintiff’s counsel catalogued Defendant’s pricing; the  
3 Wilson’s Leather branded wallets were discounted; meaning: they were offered at the  
4 “Sale” price, not the listed “Ticket” price. In fact, as of the date of this filing the Wilson’s  
5 Leather branded wallets remain on “Sale”. *See* Exhibit “C” – Wilson’s Leather brand  
6 wallets.

7           32. The “Ticket” prices listed and advertised on Defendant’s products are fake  
8 reference prices; utilized only to perpetuated Defendant’s fake-discount scheme.

9           33. Defendant knows that its comparative price advertising is false, deceptive,  
10 mislead, and unlawful under California, federal, and other state law.

11           34. Defendant fraudulently concealed from and intentionally failed to disclose to  
12 Plaintiff and other members of the Classes the truth about its advertised price and former  
13 prices.

14           35. At all relevant times, Defendant has been under a duty to Plaintiff and the  
15 Classes to disclose the truth about its false discounts.

16           36. Plaintiff relied upon Defendant’s artificially inflated “Ticket” prices and false  
17 discounts when purchasing the Wilson’s Leather branded wallet from Defendant.  
18 Plaintiff would not have made such purchase but for Defendant’s representations of  
19 fabricated “Ticket” prices and false discounts. Plaintiff may in the future shop at  
20 Defendant’s retail outlet store.

21           37. Plaintiff and the Classes reasonably and justifiably acted and relied on the  
22 substantial price differences that Defendant advertised, and made purchases believing that  
23 they were receiving a substantial discount on an item of greater value than it actually was.  
24 Plaintiff, like other Class members, was lured in, relied on, and was damaged by these  
25 pricing schemes that Defendant carried out.

26           38. Defendant intentionally concealed and failed to disclose material facts  
27 regarding the truth about false former price advertising in order to provoke Plaintiff and  
28 the Classes to purchase merchandise in its outlet stores.

1           39. In approximately May of 2016, Defendant changed its practice and stopped  
2 utilizing the description, “Ticket” price to describe the reference price on the in-store  
3 signage for all merchandise items. In its place, Defendant started describing the reference  
4 price as the “Comparable Value” price. The “Comparable Value” description of the  
5 reference price is equally misleading because the Wilson’s Leather branded items are not  
6 sold at any other stores, except Wilson’s Leather. In short, it is a false comparison.

7 **V. CLASS ALLEGATIONS**

8           40. Plaintiff brings this action this action individually and as a Class action  
9 pursuant to Federal Rules of Civil Procedure Rule 23 on behalf of:

10           All persons (the “Nationwide Class”) who purchased one or more Wilson’s  
11 Leather brand items from one of Defendant’s retail stores which were offered  
12 at a purported discount from a “Ticket” price any time between the date of  
13 the applicable statute of limitations began to run through the date of  
14 certification.

15           41. Plaintiff also brings this action individually and as a Class action pursuant to  
16 Federal Rules of Civil Procedure Rule 23 on behalf of:

17           All persons located within the state of California (the “California Class”) who  
18 purchased one or more Wilson’s Leather brand items from one of Defendant’s retail  
19 stores which were offered at a purported discount from a “Ticket” price any time  
20 between the date of the applicable statute of limitations began to run through the  
21 date of certification.

22           42. Plaintiff also brings this action on behalf of all persons located within states  
23 with similar consumer protection laws (the “multi-state class”).

24           43. Excluded from the Classes is Defendant, as well as its officers, employees,  
25 agents, or affiliates, and any judge who presides over this action, as well as all past and  
26 present employees, officers, and directors of Wilsons Leather.

27           44. Plaintiff reserves the right to expand, limit, modify, or amend this class  
28 definition, including the addition of one or more subclasses, in connection with his motion  
for class certification, or at any other time, based upon, *inter alia*, changing circumstances

1 and/or new facts obtained during discovery.

2 45. This action is brought and may properly be maintained as a class action  
3 pursuant to Federal Rule of Civil Procedure 23. This action satisfies the numerosity,  
4 typicality, adequacy, predominance, and superiority requirements of those provisions.

5 46. **Numerosity:** The Class members are so numerous that joinder of all  
6 members is impracticable. Plaintiff is informed and believes that the proposed Classes  
7 contain hundreds of thousands of individuals who have been damaged by Defendant's  
8 conduct as alleged herein. The precise number of Class members is unknown to Plaintiff.

9 47. **Existence and Predominance of Common Questions of Law and Fact:**  
10 This action involves common questions of law and fact, which predominant over any  
11 questions affecting individual Class members. These common legal and factual questions  
12 include, but are not limited to, the following:

- 13 a. whether, during the Class Period, Defendant used false "regular," "original,"  
14 "Ticket" or "market" price labels and falsely advertised price discounts on  
15 merchandise it sold in outlet stores;
- 16 b. whether, during the Class Period, the "regular," "original," "Ticket" or  
17 "market" prices advertised by Defendant were the prevailing market prices  
18 for the respective merchandise during the three-month period preceding the  
19 dissemination and/or publication of the advertised former prices;
- 20 c. whether Defendant's alleged conduct constitutes violations of the laws  
21 asserted;
- 22 d. whether Defendant engaged in unfair and/or unlawful business practices  
23 under the laws asserted;
- 24 e. whether Defendant engaged in false or misleading advertising;
- 25 f. whether Plaintiff and the Classes are entitled to damages and/or restitution  
26 and the proper measure of that loss; and
- 27 g. whether an injunction is necessary to prevent Defendant from continuing to  
28 use false, misleading, or illegal price comparison.

1           48. **Typicality:** Plaintiff’s claims are typical of the claims of the members of the  
2 Classes because, *inter alia*, all Class members have been deceived (or were likely to be  
3 deceived) by Defendant’s false and deceptive price advertising scheme, as alleged herein.  
4 Plaintiff is advancing the same claims and legal theories on behalf of himself and all  
5 members of the Classes.

6           49. **Adequacy:** Plaintiff will fairly and adequately protect the interests of the  
7 members of the Classes. Plaintiff has retained counsel experienced in complex consumer  
8 class action litigation, and Plaintiff intends to prosecute this action vigorously. Plaintiff  
9 has no antagonistic or adverse interest to those of the Classes.

10           50. **Superiority:** The nature of this action and the nature of laws available to  
11 Plaintiff and the Classes make the use of the class action format a particularly efficient  
12 and appropriate procedure to afford relief to him and the Classes for the wrongs alleged.  
13 The damages or other financial detriment suffered by individual Class members is  
14 relatively modest compared to the burden and expense that would be entailed by  
15 individual litigation of their claims against Defendant. Thus, it would be virtually  
16 impossible for Plaintiff and Class members, on an individual basis, to obtain effective  
17 redress for the wrongs done to them. Absent the class action, Class members and the  
18 general public would not likely recover, or would not likely have the chance to recover,  
19 damages or restitution, and Defendant will be permitted to retain the proceeds of its unfair  
20 and unlawful misdeeds.

21           51. All Class members, including Plaintiff, were exposed to one or more of  
22 Defendant’s misrepresentations or omissions of material fact claiming that former  
23 “Ticket,” prices represented former market prices and those “Ticket” prices advertised  
24 prices were in existence. Due to the scope and extent of Defendant’s consistent false  
25 “discount” price advertising scheme that has been disseminated in a continuous campaign  
26 to consumers via a number of different platforms—in-store displays, media  
27 advertisements, print advertisements, etc.—it can be reasonably inferred that such  
28 misrepresentations or omissions of material fact were uniformly made to all members of

1 the Classes. In addition, it can be reasonably presumed that all Class members, including  
2 Plaintiff, affirmatively acted in response to the representations contained in Defendant’s  
3 false advertising scheme when purchasing merchandise from Defendant.

4 52. Defendant keeps extensive computerized records of its customers through,  
5 *inter alia*, customer loyalty programs and general marketing programs. Defendant has  
6 one or more databases through which a significant majority of Class members may be  
7 identified and ascertained, and it maintains contact information, including email and home  
8 addresses, through which notice of this action could be disseminated in accordance with  
9 due process requirements.

10 **CAUSES OF ACTION**

11 **FIRST CAUSE OF ACTION**

12 **Violation of Unfair Competition Law**  
13 **Business and Professions Code § 17200, *et seq.***  
14 **on Behalf of the California Class**

15 53. Plaintiff repeats and re-alleges the allegations contained in every preceding  
16 paragraph as if fully set forth herein.

17 54. The UCL defines unfair business competition to include any “unlawful,  
18 unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or  
19 misleading” advertising. Cal. Bus. & Prof. Code § 17200.

20 55. The UCL imposes strict liability. Plaintiff need not prove that Defendant  
21 intentionally or negligently engaged in unlawful or unfair business practices – only that  
22 such practices occurred.

23 56. A business act or practice is “unfair” under the UCL if it offends an  
24 established public policy or is immoral, unethical, oppressive, unscrupulous or  
25 substantially injurious to consumers, and that unfairness is determined by weighing the  
26 reasons, justifications, and motives of the practice against the gravity of the harm to the  
27 alleged victims.

1           57. Defendant’s actions constitute “unfair” business acts of practices because, as  
2 alleged above, Defendant engaged in misleading and deceptive price comparison  
3 advertising that represented false “Ticket” prices and discount “Sale” prices that were  
4 nothing more than fabricated “regular” prices leading to phantom markdowns.  
5 Defendant’s acts and practices offended an established public policy, and engaged in  
6 immoral, unethical, oppressive, and unscrupulous activities that are substantially injurious  
7 to consumers.

8           58. The harm to Plaintiff and California Class members outweighs the utility of  
9 Defendant’s practices. There were reasonably available alternatives to further  
10 Defendant’s legitimate business interests, other than the misleading and deceptive conduct  
11 described herein.

12           59. A business act or practice is “fraudulent” under the UCL if it is likely to  
13 deceive members of the consuming public.

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

16           61. Defendant’s acts and practices alleged above have deceived Plaintiff and are  
17 highly likely to deceive members of the consuming public. Plaintiff relied on Defendant’s  
18 fraudulent and deceptive representations regarding its “market” prices and the  
19 corresponding discounts for Defendant’s merchandise, which Defendant sells at its outlet  
20 stores. These misrepresentations played a substantial role in Plaintiff’s decision and that  
21 of the proposed California Class to purchase the products at steep discounts, and Plaintiff  
22 would not have purchased the Wilson’s Leather brand wallet without Defendant’s  
23 misrepresentations.

24           62. The FTCA prohibits “unfair or deceptive acts or practices in or affecting  
25 commerce” (15 U.S.C. § 45(a)(1)) and prohibits the dissemination of any false  
26 advertisements. (15 U.S.C. § 52(a)). Under the FTCA, false former pricing schemes  
27 similar to the ones implemented by Defendant are described as deceptive practices that  
28 would violate the FTCA:



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

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

16 C.F.R. § 233.1.

15 63. California law also expressly prohibits false former pricing schemes. Cal.  
16 Bus. & Prof. Code § 17501, entitled “*Worth or value; statements as to former price,*”  
17 states:

18 For the purpose of this article the worth or value of any thing advertised is  
19 the prevailing market price, wholesale if the offer is at wholesale, retail if the  
20 offer is at retail, at the time of publication of such advertisement in the  
21 locality wherein the advertisement is published.

22 ***No price shall be advertised as a former price of any advertised thing,***  
23 ***unless the alleged former price was the prevailing market price as above***  
24 ***defined within three months next immediately preceding the publication of***  
25 ***the advertisement*** or unless the date when the alleged former price did  
26 prevail is clearly, exactly, and conspicuously stated in the advertisement.

27 [Emphasis added.]

28 64. As detailed in Plaintiff’s Third Cause of Action below, Cal. Civil Code §  
1770(a)(9) prohibits a business from “[a]dvertising goods or services with intent not to

1 sell them as advertised,” and subsection (a)(13) prohibits a business from “[m]aking false  
2 or misleading statements of fact concerning reasons for, existence of, or amounts of price  
3 reductions.”

4 65. Defendant’s practices, as set forth above, have violated the FTCA and  
5 California law. Consequently, Defendant’s practices constitute an unlawful and unfair  
6 practice within the meaning of the UCL.

7 66. Defendant’s violation of the UCL through its unlawful, unfair, and fraudulent  
8 business practices are ongoing and present a continuing threat that members of the public  
9 will be deceived into purchasing products based on price comparisons of arbitrary and  
10 inflated “Ticket” prices to discounted “Sale” prices that created phantom markdowns and  
11 led to financial damage for consumers like Plaintiff and the California Class.

12 67. Pursuant to the UCL, Plaintiff is entitled to preliminary and permanent  
13 injunctive relief ordering Defendant to cease this unfair competition, as well as  
14 disgorgement and restitution to Plaintiff and the California Class of all Defendant’s  
15 revenues associated with its unfair competition, or such portion of those revenues as the  
16 Court may find equitable.

17 **SECOND CAUSE OF ACTION**

18 **Violation of the California False Advertising Law,  
19 Business and Professions Code § 17500, *et seq.*  
20 on Behalf of the California Class**

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

23 69. Cal. Bus. & Prof. Code § 17500 provides that:

24 [i]t is unlawful for any . . . corporation . . . with intent . . . to dispose of . . .  
25 personal property . . . to induce the public to enter into any obligation relating  
26 thereto, to make or disseminate or cause to be made or disseminated . . . from  
27 this state before the public in any state, in any newspaper or other  
28 publication, or any advertising device, or by public outcry or proclamation,  
or in any other manner or means whatever, including over the Internet, 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 . . . .

1 [Emphasis added.]

2 70. The “intent” required by Cal. Bus. & Prof. Code § 17500 is the intent to  
3 dispose of property, and not the intent to mislead the public in the disposition of such  
4 property.

5 71. Similarly, Cal. Bus. & Prof. Code § 17501 provides, “no price shall be  
6 advertised as a former price of any advertised thing, unless the alleged former price was  
7 the prevailing market price . . . within three months next immediately preceding the  
8 publication of the advertisement or unless the date when the alleged former price did  
9 prevail is clearly, exactly, and conspicuously stated in the advertisement.”

10 72. Defendant’s routine of advertising and publishing “Ticket” prices on all of its  
11 merchandise, which were never the true prevailing prices, was an unfair, untrue, and  
12 misleading practice. This deceptive marketing practice gave consumers the false  
13 impression that the products were regularly sold on the market for a substantially higher  
14 price than they actually were. Therefore, leading to the false impression that the  
15 merchandise was worth more than it actually was.

16 73. Defendant misled consumers by making untrue and misleading statements  
17 and failing to disclose what is required as stated in the Code, as alleged above.

18 74. As a direct and proximate result of Defendant’s misleading and false  
19 advertisements, Plaintiff and California Class members have suffered injury in fact and  
20 have lost money. As such, Plaintiff requests that this Court order Defendant to restore this  
21 money to Plaintiff and all California Class members, and to enjoin Defendant from  
22 continuing these unfair practices in violation of the FAL in the future. Otherwise,  
23 Plaintiff, California Class members, and the broader general public will be irreparably  
24 harmed and/or denied an effective and complete remedy.

25 **THIRD CAUSE OF ACTION**

26 **Violation of the Consumer Legal Remedies Act (“CLRA”),**  
27 **California Civil Code § 1750, *et seq.***  
28 **on Behalf of the California Class**

1           75. Plaintiff repeats and re-alleges the allegations contained in every preceding  
2 paragraph as if fully set forth herein.

3           76. This cause of action is brought pursuant to the Consumer Legal Remedies  
4 Act (“CLRA”), California Civil Code § 1750, *et seq.* Plaintiff and each member of the  
5 proposed class are “consumers” as defined by California Civil Code § 1761(d).  
6 Defendant’s sale of merchandise to Plaintiff and the California Class were “transactions”  
7 within the meaning of California Civil Code § 1761(e). The products purchased by  
8 Plaintiff and the California Class are “goods” within the meaning of California Civil Code  
9 § 1761(a).

10           77. Defendant violated, and continues to violate, the CLRA by engaging in the  
11 following practices proscribed by California Civil Code § 1770(a) in transactions with  
12 Plaintiff and the California Class which were intended to result in, and did result in, the  
13 sale of merchandise:

- 14           a. representing that its merchandise has characteristics, uses, and/or benefits,  
15           which it does not;
- 16           b. advertising goods or services with intent not to sell them as advertised;
- 17           c. making false or misleading statements of fact concerning reasons for,  
18           existence of, or amounts of price reductions.

19           78. Pursuant to §1782(a) of the CLRA, on April 11, 2017, Plaintiff’s counsel  
20 notified Defendant in writing by certified mail of the particular violations of § 1770 of the  
21 CLRA and demanded that it rectify the problems associated with the actions detailed  
22 above and give notice to all affected consumers of Defendant’s intent to act. If Defendant  
23 fails to respond to Plaintiff’s letter or agree to rectify the problems associated with the  
24 actions detailed above and give notice to all affected consumers within 30 days of the date  
25 of written notice, as proscribed by § 1782, Plaintiff will move to amend his Complaint to  
26 pursue claims for actual, punitive, and statutory damages, as appropriate against  
27 Defendant. As to this cause of action, at this time, Plaintiff seeks only injunctive relief.  
28

**FOURTH CAUSE OF ACTION**

**Unjust Enrichment on Behalf of the Classes,  
or in the Alternative, on Behalf of the California Class**

1  
2  
3 79. Plaintiff repeats and re-alleges the allegations contained in every preceding  
4 paragraph as if fully set forth herein.

5 80. Plaintiff brings this claim individually, as well as on behalf of members of  
6 the Classes, under California law. Although there are numerous permutations of the  
7 elements of the unjust enrichment cause of action in the various states, there are few real  
8 differences. In all states, the focus of an unjust enrichment claim is whether the defendant  
9 was unjustly enriched. At the core of each state's law are two fundamental elements –the  
10 defendant received a benefit from the plaintiff and it would be inequitable for the  
11 defendant to retain that benefit without compensating the plaintiff. The focus of the  
12 inquiry is the same in each state. Since there is no material conflict relating to the  
13 elements of unjust enrichment between the different jurisdictions from which Class  
14 members will be drawn, California law applies to the claims of the Classes.

15 81. In the alternative, Plaintiff brings this claim individually as well as on behalf  
16 of the California Class.

17 82. At all times relevant hereto, Defendant deceptively priced, marketed,  
18 advertised, and sold merchandise to Plaintiff and the Classes.

19 83. Plaintiff and members of the Classes conferred upon Defendant non-  
20 gratuitous payments for merchandise that they would not have if not for Defendant's  
21 deceptive pricing, advertising, and marketing. Defendant accepted or retained the non-  
22 gratuitous benefits conferred by Plaintiff and members of the Classes, with full knowledge  
23 and awareness that, as a result of Defendant's deception, Plaintiff and members of the  
24 Classes were not receiving a product of the quality, nature, fitness, or value that had been  
25 represented by Defendant and reasonable consumers would have expected.

26 84. Defendant has been unjustly enriched in retaining the revenues derived from  
27 purchases of merchandise by Plaintiff and members of the Classes, which retention under  
28 these circumstances is unjust and inequitable because Defendant misrepresented, among

1 other things, that its merchandise was being offered at a significant discount, which  
2 caused injuries to Plaintiff and members of the Classes because they paid for, and/or paid  
3 a price premium due to the misleading pricing and advertising.

4 85. Retaining the non-gratuitous benefits conferred upon Defendant by Plaintiff  
5 and members of the Classes under these circumstances made Defendant's retention of the  
6 non-gratuitous benefits unjust and inequitable. Thus, Defendant must pay restitution to  
7 Plaintiff and members of the Classes for unjust enrichment, as ordered by the Court.

8 **FIFTH CAUSE OF ACTION**  
9 **Violations of the Consumer Protection Laws on Behalf**  
10 **of Classes in the States with Similar Laws**

11 86. Plaintiff repeats and re-alleges the allegations contained in every preceding  
12 paragraph as if fully set forth herein.

13 87. Plaintiff brings this Count individually under the laws of California and on  
14 behalf of all other persons who have purchased merchandise in states having similar laws  
15 regarding consumer fraud and deceptive trade practices.

16 88. Plaintiff and the other members of the Classes are consumers, purchasers, or  
17 other persons entitled to the protection of the consumer protection laws of the state in  
18 which they purchased merchandise from Defendant.

19 89. The consumer protection laws of the states in which Plaintiff and the other  
20 members of the Classes purchased Defendant's merchandise declare that unfair or  
21 deceptive acts or practices, in the conduct of trade or commerce, are unlawful.

22 90. Forty-one states and the District of Columbia have enacted statutes designed  
23 to protect consumers against unfair, deceptive, fraudulent, and unconscionable trade,  
24 business practices, and false advertising that allow consumers to bring private and/or class  
25 actions. These statutes are found at:

- 26 a. Alabama Deceptive Trade Practices Act, Ala. Code § 8-19-1, *et seq.*;  
27 b. Arkansas Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-101,  
28 *et seq.*;

- 1 c. California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et*
- 2 *seq.*, and California’s Unfair Competition Law, Cal. Bus. & Prof. Code
- 3 § 17200 *et seq.*;
- 4 d. Colorado Consumer Protection Act, Colo. Rev. Stat. § 6-1-101, *et seq.*;
- 5 e. Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110a, *et*
- 6 *seq.*;
- 7 f. Delaware Deceptive Trade Practices Act, Del. Code tit. 6 § 2511, *et*
- 8 *seq.*;
- 9 g. Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. Ann. §
- 10 501.201, *et seq.*;
- 11 h. Georgia Fair Business Practices Act, Ga. Code Ann. § 10-1-390, *et*
- 12 *seq.*;
- 13 i. Hawaii Unfair and Deceptive Practices Act, Hawaii Revised Statutes §
- 14 480-1, *et seq.*, and Hawaii Uniform Deceptive Trade Practices Act,
- 15 Haw. Rev. Stat. § 481A-1, *et seq.*;
- 16 j. Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill.
- 17 Comp. Stat. Ann. 505/1, *et seq.*;
- 18 k. Kansas Consumer Protection Act, Kan. Stat. Ann § 50 626, *et seq.*;
- 19 l. Kentucky Consumer Protection Act, Ky. Rev. Stat. Ann. § 367.110, *et*
- 20 *seq.*, and the Kentucky Unfair Trade Practices Act, Ky. Rev. Stat. Ann.
- 21 § 365.020, *et seq.*;
- 22 m. Louisiana Unfair Trade Practices and Consumer Protection Law, La.
- 23 Rev. Stat. Ann. § 51:1401, *et seq.*;
- 24 n. Maine Unfair Trade Practices Act, Me. Rev. Stat. tit. 5 § 205A, *et seq.*,
- 25 and Maine Uniform Deceptive Trade Practices Act, Me. Rev. Stat.
- 26 Ann. Tit. 10, § 1211, *et seq.*;
- 27 o. Massachusetts Unfair and Deceptive Practices Act, Mass. Gen. Laws
- 28 ch. 93A;

- 1 p. Michigan Consumer Protection Act, Mich. Comp. Laws § 445.901, *et*  
2 *seq.*;
- 3 q. Minnesota Prevention of Consumer Fraud Act, Minn. Stat. Ann. §  
4 325F.68 *et seq.*, and Minnesota Uniform Deceptive Trade Practices  
5 Act, Minn. Stat. § 325D.43, *et seq.*;
- 6 r. Mississippi Consumer Protection Act, Miss. Code Ann. §§ 75-24-1, *et*  
7 *seq.*;
- 8 s. Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407.010, *et*  
9 *seq.*;
- 10 t. Montana Unfair Trade Practices and Consumer Protection Act, Mont.  
11 Code Ann. § 30-14-101, *et seq.*;
- 12 u. Nebraska Consumer Protection Act, Neb. Rev. Stat. § 59-1601, *et seq.*,  
13 and the Nebraska Uniform Deceptive Trade Practices Act, Neb. Rev.  
14 Stat. § 87-301, *et seq.*;
- 15 v. Nevada Trade Regulation and Practices Act, Nev. Rev. Stat. §  
16 598.0903, *et seq.*;
- 17 w. New Hampshire Consumer Protection Act, N.H. Rev. Stat. § 358-A:1,  
18 *et seq.*;
- 19 x. New Jersey Consumer Fraud Act, N.J. Stat. Ann. § 56:8 1, *et seq.*;
- 20 y. New Mexico Unfair Practices Act, N.M. Stat. Ann. § 57 12 1, *et seq.*;
- 21 z. New York Deceptive Acts and Practices Act, N.Y. Gen. Bus. Law §  
22 349, *et seq.*;
- 23 aa. Ohio Consumer Sales Practices Act, Ohio Rev. Code Ann. § 1345.02  
24 and 1345.03; Ohio Admin. Code § 109:4-3-02, 109:4-3-03, and 109:4-  
25 3-10;
- 26 bb. Oklahoma Consumer Protection Act, Okla. Stat. tit. 15 § 751, *et seq.*;
- 27 cc. Oregon Unfair Trade Practices Act, Ore. Rev. Stat. § 646.608(e) & (g);
- 28 dd. Pennsylvania Unfair Trade Practices & Consumer Protection Law, 73



1 P.S. §§ 201-1, *et seq.*;

2 ee. Rhode Island Unfair Trade Practices and Consumer Protection Act,  
3 R.I. Gen. Laws § 6-13.1-1, *et seq.*;

4 ff. South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10,  
5 *et seq.*;

6 gg. South Dakota's Deceptive Trade Practices and Consumer Protection  
7 Law, S.D. Codified Laws §§ 37 24 1, *et seq.*;

8 hh. Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-101, *et*  
9 *seq.*;

10 ii. Washington Consumer Fraud Act, Wash. Rev. Code § 19.86.010, *et*  
11 *seq.*;

12 jj. West Virginia Consumer Credit and Protection Act, West Virginia  
13 Code § 46A-6-101, *et seq.*; and

14 kk. Wisconsin Deceptive Trade Practices Act, Wis. Stat. § 100.18, *et seq.*

15 91. Defendant's merchandise constitutes products to which these consumer  
16 protection laws apply.

17 92. In the conduct of trade or commerce regarding the pricing, advertising,  
18 marketing, and sale of its merchandise, Defendant engaged in one or more unfair or  
19 deceptive acts or practices, including but not limited to, uniformly representing to Plaintiff  
20 and each member of the Classes by means of the pricing and advertising of its  
21 merchandise that it was, among other things, being offered at a discount, as described  
22 herein.

23 93. Defendant's representations and omissions were false, untrue, misleading,  
24 deceptive, and/or likely to deceive.

25 94. Defendant knew, or should have known, that its representations and  
26 omissions were false, untrue misleading, deceptive, and/or likely to deceive.

27 95. Defendant used or employed such deceptive and unlawful acts or practices  
28 with the intent that Plaintiff and members of the Classes rely thereon.

1 96. Plaintiff and the other members of the Classes did so rely.

2 97. Plaintiff and the other members of the Classes purchased merchandise sold  
3 by Defendant which misrepresented the magnitude of the price discounts offered for the  
4 merchandise.

5 98. Plaintiff and the other members of the Classes would not have purchased  
6 such merchandise but for Defendant's deceptive and unlawful acts.

7 99. As a result of Defendant's conduct, Plaintiff and the other members of the  
8 Classes sustained damages in amounts to be proven at trial.

9 100. Defendant's conduct showed complete indifference to, or conscious  
10 disregard for, the rights of others such that an award of punitive and/or statutory damages  
11 is appropriate under the consumer protection laws of those states that permit such  
12 damages to be sought and recovered.

13 **VI. PRAYER FOR RELIEF**

14 Wherefore, Plaintiff, on behalf of himself and on behalf of the other members of the  
15 Classes, requests that this Court award relief against Defendant as follows:

- 16 A. An order certifying the Classes and designating Plaintiff as the Class  
17 Representative and his counsel as Class Counsel;
- 18 B. Awarding Plaintiff and the proposed Class members' damages;
- 19 C. Awarding restitution and disgorgement of all profits and unjust  
20 enrichment that Defendant obtained from Plaintiff and the Class  
21 members as a result of its unlawful, unfair, and fraudulent business  
22 practices described herein;
- 23 D. Awarding declaratory and injunctive relief as permitted by law or  
24 equity, including: enjoining Defendant from continuing the unlawful  
25 practices as set forth herein, and directing Defendant to identify, with  
26 Court supervision, victims of its misconduct and pay them all money  
27 they are required to pay;
- 28 E. Order Defendant to engage in a corrective advertising campaign;

1 F. Awarding attorneys' fees and costs; and

2 G. For such other and further relief as the Court may deem necessary or  
3 appropriate.

4 **VII. DEMAND FOR JURY TRIAL**

5 101. Plaintiff hereby demands a jury trial for all of the claims so triable.

6  
7 Dated: April 7, 2017

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

8  
9 /s/ Todd D. Carpenter

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17 *Attorneys for Plaintiff and*  
18 *Proposed Class Counsel*

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

21 MATTHEW JOHN, on Behalf of Himself  
22 and All Others Similarly Situated,

23 Plaintiff,

24 vs.

25 AM RETAIL GROUP, INC., a Delaware  
26 Corporation, dba WILSONS LEATHER,  
and Does 1-100, inclusive,

27 Defendants.

Case No. '17CV0727 JAH BGS

**DECLARATION OF TODD  
CARPENTER RE: JURISDICTION**

28 I, Todd D. Carpenter, declare as follows:

1           1.     I am an attorney duly licensed to practice before all of the courts of the  
2 State of California. I am a partner and part-owner of Carlson Lynch Sweet Kilpela  
3 & Carpenter, LLP, and the counsel of record for Plaintiff in the above-entitled action.

4           2.     AM Retail Group, Inc., doing business as Wilson's Leather, has done  
5 and are doing business in the Southern District of California. Such business includes  
6 the marketing, distributing, and sale of clothing, accessories, and fashion apparel.

7           3.     Furthermore, Plaintiff Matthew John purchased a wallet from  
8 Defendant in the Southern District of California.

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

11           Executed this Tuesday, April 11, 2017 in San Diego, California.

12  
13  
14 Dated: April 11, 2017

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

/s/ Todd D. Carpenter

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Attorney for Plaintiff

# Exhibit A



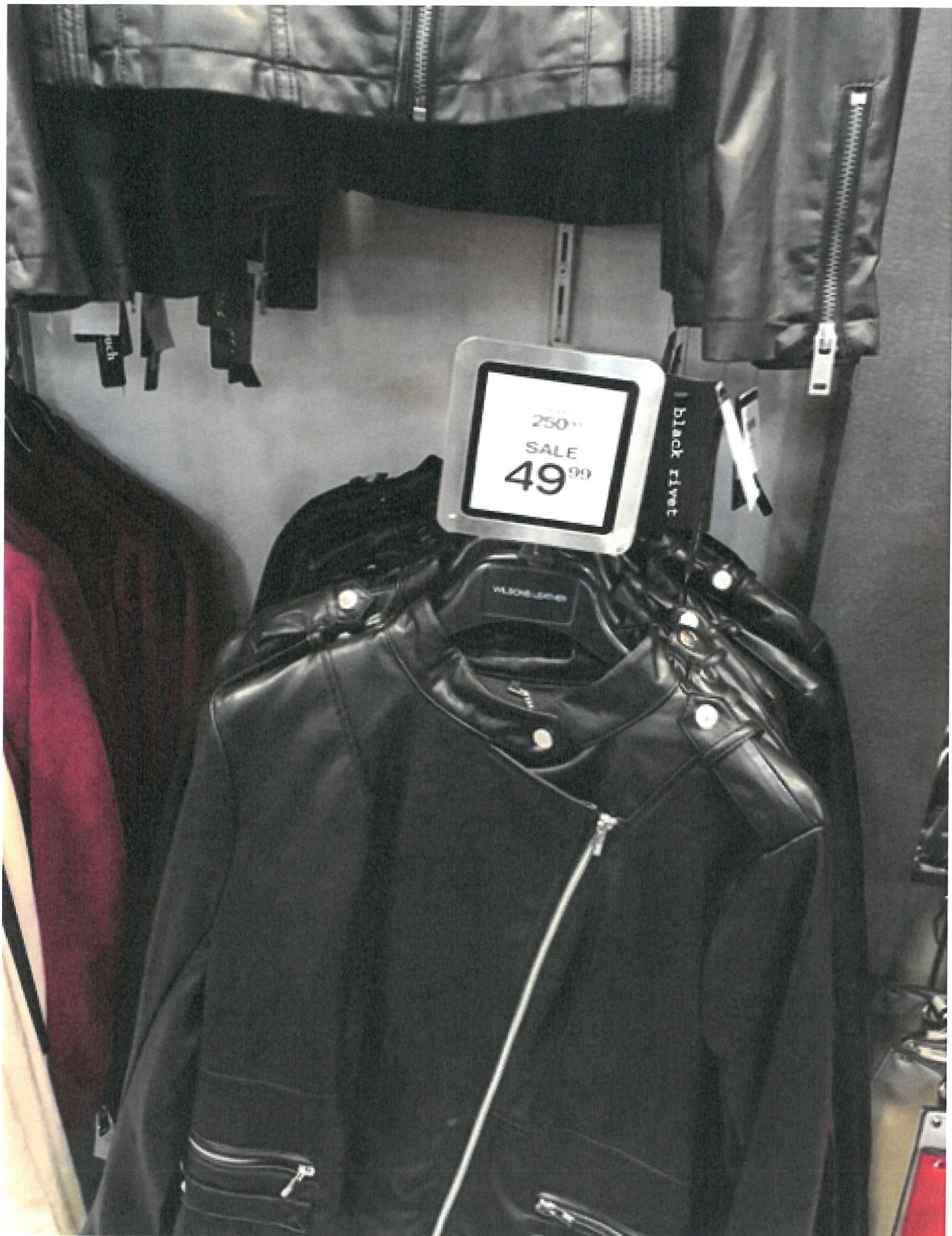


Exhibit A  
Page 3 of 3



# Exhibit B

**B-1**



**B-2**



**B-3**



**B-4**





**B-5**



**B-6**



**B-7**



**B-8**





**B-9**



**B-10**



# Exhibit C



JS 44 (Rev. 08/16)

### 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**

Matthew John, on behalf of himself and all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Todd D. Carpenter (CA SBN 234464)  
402 West Broadway, 29th Floor, San Diego, CA 92101  
619-756-6994

**DEFENDANTS**

AM Retail Group, Inc., a Delaware Corporation, doing business as Wilson's Leather, et al.

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)

**'17CV0727 JAH BGS**

**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)

Click here for: Nature of Suit Code Descriptions

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	<b>PERSONAL INJURY</b> <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	<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 <b>PERSONAL PROPERTY</b> <input 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 <b>LABOR</b> <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 <b>IMMIGRATION</b> <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 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <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)) <b>FEDERAL TAX SUITS</b> <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"/> 376 Qui Tam (31 USC 3729(a)) <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 checked="" 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	<b>Habeas Corpus:</b> <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 <b>Other:</b> <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 - Transfer
- 8 Multidistrict Litigation - Direct File

**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. Sec. 1332 (d)(2), 15 U.S.C. Sec. 45(a)(a), and 15 U.S.C. Sec. 52(a)  
Brief description of cause:  
False and Misleading Advertising

**VII. REQUESTED IN COMPLAINT:**

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

**VIII. RELATED CASE(S) IF ANY**

(See instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE 04/11/2017 SIGNATURE OF ATTORNEY OF RECORD s/ TODD. D. CARPENTER

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_



**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

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

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven 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 – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- 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.