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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

JEANNE and NICOLAS STATHAKOS,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

COLUMBIA SPORTSWEAR
COMPANY; COLUMBIA
SPORTSWEAR USA CORPORATION;

Defendants.

Case No. 4:15-cv-04543 (YGR)

**THIRD AMENDED CLASS
ACTION COMPLAINT AND
DEMAND FOR JURY TRIAL**

1. Violation of the “Unfair” Prong of the UCL
2. Violation of the “Fraudulent” Prong of the UCL
3. Violation of the “Unlawful” Prong of the UCL
4. Violation of the California False Advertising Law, California Business & Professions Code Sections 17500, *et seq.*
5. Violation of the Consumers Legal Remedies Act, California Civil Code Sections 1750, *et seq.*

THIRD AMENDED CLASS ACTION COMPLAINT

Plaintiffs, Jeanne and Nicolas Stathakos (“Plaintiffs”), on behalf of themselves and all others similarly situated, allege the following based upon personal knowledge as to allegations regarding Plaintiffs and on information and belief as to other allegations:

INTRODUCTION

1. This is a civil class action seeking monetary damages, restitution, injunctive and declaratory relief from Defendants, Columbia Sportswear Company and Columbia Sportswear USA Corporation (“Columbia”), arising from its deceptive and misleading labeling and marketing of merchandise it sells at its company-owned Columbia Outlet stores.

2. During the Class Period (defined below), Columbia misrepresented the existence, nature, and amount of price discounts on products sold in Columbia Outlet stores (collectively “Outlet Products”) by purporting to offer discounts off of a false “Reference Price.” As used throughout this complaint, Reference Price shall mean the highest price indicated on the price tag. As addressed in detail below, Plaintiffs and reasonable consumers typically understand the Reference Price to be the former, original, or regular price of the item on which it appears. The term “Outlet Products” expressly excludes products sold at Columbia Outlet stores that advertised a Reference Price that was a prevailing market retail price within the three months preceding.

3. Specifically, Columbia represented—on the price tags of Columbia Outlet Products—Reference Prices that were overstated and did not represent a bona fide price at which the Columbia Outlet Products were previously sold. Nor was the advertised Reference Price a prevailing market retail price within three months immediately preceding the publication of the advertised former prices, as required by California law.

1 4. Based on the represented price reduction, Plaintiffs believed and
2 reasonable consumers would believe that Columbia is offering bona fide discounts off
3 of true former prices.

4 5. But the Reference Price represented by Columbia was a sham. In fact,
5 Columbia sells certain goods manufactured for *exclusive* sale at its Columbia Outlet
6 stores and other outlet stores, which means that such items were never sold—or even
7 intended to be sold—at the Reference Price advertised on the price tags. Outlet
8 Products were never offered for sale in non-outlet retail stores in California, or in any
9 other state. The truth is that the Outlet Products are not discounted off former, regular,
10 or original prices. The Outlet Products are *never* offered for sale at the Columbia main
11 line retail stores (or any other retail stores) and are typically of lesser quality than the
12 goods sold in those main line retail stores.

13 6. The Outlet Product's tags bearing the Reference Price and false
14 discounted price constitute advertisements under California law. Indeed, the coupling
15 of the Reference Price with the so-called discounted price makes a statement to the
16 public as to the existence of a price discount and promotes the sale of Outlet Products
17 on that basis.

18 7. The Reference Price listed on Outlet Products' tags did not represent a
19 former price at all—much less a prevailing market price in the preceding three
20 months. Rather, the Reference Prices are fictional amounts intentionally selected so
21 that Columbia Outlet could advertise phantom markdowns. The entire price tag –
22 indeed the entire “outlet store” motif – is designed to falsely convince consumers that
23 they are buying main line retail designer brand products at reduced prices. In fact,
24 consumers are buying lower quality goods that were never offered or sold as genuine
25 quality designer brand clothing and accessories. By designing its price tags in this
26 way, Columbia intended for reasonable consumers to understand as much.

27 8. The Federal Trade Commission (“FTC”) explicitly describes the
28 fictitious pricing scheme employed at Columbia Outlet stores as deceptive:

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

15 16 C.F.R. § 233.1.

16 9. Similarly, California statutory and regulatory law expressly prohibits
17 false pricing schemes. *Business & Professions Code* § 17501, entitled "*Value*
18 *determinations; Former price advertisements,*" states:

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

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

28 (emphasis added).

10. The Reference Price was prominently displayed on all Outlet Products
available for sale at Columbia Outlet stores in California. The Reference Price of
\$50.00 is clearly visible on the Outlet Product price tag pictured below:



11. Upon information and belief, thousands of California consumers were victims of Columbia's deceptive, misleading, and unlawful false pricing scheme and thousands more will be deceived if the practice continues.

12. Columbia fraudulently concealed from, and intentionally failed to disclose to, Plaintiffs, and others similarly situated, the fact that Reference Prices displayed on Columbia's Outlet Products do not reflect a former, regular, or original price.

13. Columbia's false representations of original prices and false representations of purported savings, discounts, and bargains are objectively material to a reasonable consumer.

14. Plaintiffs relied upon Columbia's false Reference Prices when purchasing apparel from a Columbia Outlet store in California. Plaintiffs would not have made such purchase, or would not have paid the amount they did, but for Columbia's false representations of the Reference Price of the items they purchased, as compared to the supposedly discounted price at which Columbia Outlet offered the items for sale.

15. Plaintiffs, in short, reasonably believed the truth of the price tags attached to the products they purchased at Columbia Outlet stores, which suggested that they were getting a significant percentage discount off the original price. Plaintiffs

1 reasonably understood the Reference Price representation to indicate a true former
 2 price. Indeed, one cannot truly “save” off anything other than a true former price on
 3 the identical product. Otherwise, one is not “saving,” one is simply buying a different
 4 product than the one that bears a higher price.

5 16. To put it simply, one may pay \$30,000 for a Prius and \$100,000 for a
 6 Tesla, but no reasonable consumer would understand himself to have “saved” \$70,000
 7 by buying a Prius. Rather, he has simply chosen to buy a different car.

8 17. Through its false and deceptive advertising and pricing scheme,
 9 Columbia violated (and continues to violate) California law prohibiting advertising
 10 goods for sale as discounted from former prices which are false, and prohibiting
 11 misleading statements about the existence and amount of price reductions.
 12 Specifically, Columbia violated (and continues to violate) California’s *Business &*
 13 *Professions Code* §§ 17200, *et seq.* (the “UCL”), California’s *Business and*
 14 *Professions Code* §§ 17500, *et seq.* (the “FAL”), the California Consumers’ Legal
 15 Remedies Act, *Civil Code* §§1750, *et seq.* (the “CLRA”), and the Federal Trade
 16 Commission Act (“FTCA”), which prohibits “unfair or deceptive acts or practices in
 17 or affecting commerce” and specifically prohibits false advertisements. 15 U.S.C. §§
 18 52(a) and 15 U.S.C. § 45(a)(1).

19 18. Plaintiffs, individually and on behalf of all others similarly situated, seek
 20 declaratory relief, damages, restitution, and other equitable remedies, including an
 21 injunction under the UCL, FAL and CLRA.

22 PARTIES

23 19. Plaintiffs, Jeanne and Nicolas Stathakos, are individuals who are citizens
 24 of the city of Oakland, in the county of Alameda, California. In reliance on
 25 Columbia’s false and deceptive advertising, marketing, and pricing schemes, Jeanne
 26 and Nicolas Stathakos purchased six Columbia Outlet Products from the Columbia
 27 Outlet store located in Vacaville, California, on July 26, 2015, and as detailed herein,
 28 were damaged as a result thereof.

20. Defendants Columbia Sportswear Company and Columbia Sportswear USA Corporation are corporations duly organized and existing under the laws of the State of Oregon, with their principal place of business at 14375 NW Science Park Drive, Portland, OR 97229.

21. As of 2015, Columbia operates nine (9) Columbia Outlet stores in California.

JURISDICTION AND VENUE

22. This Court has original jurisdiction of this action under the Class Action Fairness Act of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court has original jurisdiction because the aggregate claims of the members of the putative Class exceed \$5 million, exclusive of costs, and at least two members of the proposed Class are citizens of a different state than Columbia.

23. The Northern District of California has personal jurisdiction over Columbia because Columbia is licensed and doing business in Alameda County, California, authorized to do business in California and registered with the California Secretary of State, and has sufficient minimum contacts with California, having intentionally availed itself of the California market so as to render the exercise of jurisdiction over it by this Court consistent with traditional notions of fair play and substantial justice.

24. Venue is proper in the Northern District of California pursuant to 28 U.S.C. § 1391, because Plaintiffs are residents of Alameda County, California; Defendant operates its stores in Alameda County, California and because the events giving rise to the claims occurred in Alameda County, California.

FACTUAL ALLEGATIONS

25. Traditionally, retail outlet stores were located in remote areas and typically maintained an inventory of defective and excess merchandise. Customers often flocked to these outlets in hopes of finding steep discounts and bargains. *See*

1 <http://www.forbes.com/sites/investopedia/2012/12/29/7-tips-for-outlet-mall-shopping/>
2 (last visited August 11, 2014).

3 26. However, in an effort to increase profits, major retailers such as
4 Columbia Outlet have, without notice to consumers, begun using company-owned
5 outlet stores to sell made-for-outlet goods that are never intended to be sold at non-
6 outlet stores: “Once a destination for out-of-season or damaged full-priced inventory,
7 *outlets have grown into a lucrative and somewhat deceptive place for retailers to*
8 *hawk an entirely new line of lower-quality goods* geared toward a different
9 customer.” [http://www.buzzfeed.com/sapna/customers-finally-aware-that-most-outlet-](http://www.buzzfeed.com/sapna/customers-finally-aware-that-most-outlet-merchandise-is-now)
10 [merchandise-is-now](http://www.buzzfeed.com/sapna/customers-finally-aware-that-most-outlet-merchandise-is-now) (last visited August 11, 2014) (emphasis added).

11 27. The very term “outlet” conveys to reasonable consumers that at least
12 some products are comprised of merchandise formerly offered for sale at full-price
13 retail locations. Similarly, the Columbia Outlet name connotes a store selling at least
14 some truly discounted outlet clothing.

15 28. Instead, retailers like Columbia create the illusion of traditional outlet
16 discounts and bargains by offering the made-for-outlet goods at prices reduced from
17 fabricated, arbitrary, and false reference prices. In short, outlet stores such as
18 Columbia Outlet are using false and fraudulent price comparison tactics. *See*
19 [http://www.buzzfeed.com/sapna/customers-finally-aware-that-most-outlet-](http://www.buzzfeed.com/sapna/customers-finally-aware-that-most-outlet-merchandise-is-now)
20 [merchandise-is-now](http://www.buzzfeed.com/sapna/customers-finally-aware-that-most-outlet-merchandise-is-now) (“While price tags on outlet goods may list a manufacturer-
21 suggested retail price (known as an MSRP) or, a ‘valued at’ price, that’s little more
22 than a number ascribed by the retailer and doesn’t mean it was ever sold for such a
23 sum in an actual full-price retail location.”).

24 29. The intentional use of false and fraudulent price comparison tactics is
25 increasingly deceiving consumers in the market. To illustrate, on January 30, 2014,
26 four Members of Congress demanded an FTC investigation of misleading marketing
27 practices by outlet stores across the United States. The four Members of Congress
28 described a pricing scheme similar to the one implemented at Columbia Outlet stores

1 and stated, “[i]t is a common practice at outlet stores to advertise a retail price
2 alongside the outlet store price—even on made-for-outlet merchandise that does not
3 sell at regular retail locations. Since the item was never sold in the regular retail store
4 or at the retail price, the retail price is impossible to substantiate. We believe this
5 practice may be a violation of the FTC’s Guides Against Deceptive Pricing (16 CFR
6 233).” *See* [http://www.whitehouse.senate.gov/news/release/sens-and-rep-to-ftc-outlet-](http://www.whitehouse.senate.gov/news/release/sens-and-rep-to-ftc-outlet-stores-may-be-misleading-consumers)
7 [stores-may-be-misleading-consumers](http://www.whitehouse.senate.gov/news/release/sens-and-rep-to-ftc-outlet-stores-may-be-misleading-consumers) (last visited August 11, 2014).

8 30. Consumer behavior expert, Dr. Compeau, further evidences Columbia’s
9 intentionally deceptive pricing scheme.

10 31. Dr. Compeau is a Professor of Consumer/Organizational Studies at
11 Clarkson University who conducts extensive research regarding the behavioral and
12 strategic effects of comparative (reference) price advertising on consumers’
13 judgments, evaluations, perceptions, and purchase intentions. Dr. Compeau often
14 serves as an expert witness in litigation pertaining to comparative (reference) pricing
15 and was deemed, in a similar lawsuit held before by Judge Wayne S. Carvil of the
16 Superior Court of the State of California, Alameda County, a credible and reliable
17 expert witness. *People of the State of California v. Overstock.com, Inc.*, Case No.
18 RG10-546833.

19 32. According to Dr. Compeau’s research, companies like Columbia have a
20 monetary incentive to advertise false former prices and in fact use Reference Prices,
21 without more explanation, to mislead consumers. Dr. Compeau has opined about the
22 following:

- 23 (a) Consumers’ perceptions of value influence their purchasing behavior. By
24 creating an impression of savings, the presence of a higher reference price
25 enhances subjects’ perceived value and willingness to buy the product. *See*
26 Barnes, James G. (1975) “Factors Influencing Consumer Reaction to Retail
27 Newspaper ‘Sale’ Advertising,” in *Proceedings*, Edward M. Mazze, ed. Fall
28 Educators’ Conference, Chicago, Ill.: American Marketing Association, 37,
471-477; Bearden, William O., Donald R. Lichtenstein, and Jesse E. Teel
(1984), “Comparison Price, Coupon, and Brand Effects on Consumer

Reactions to Retail Newspaper Advertisements,” *Journal of Retailing*, 60 (Summer), 11-36; Della Bitta, Albert J., Kent B. Monroe, and John M. McGinnis (1981), “Consumer Perceptions of Comparative Price Advertisements,” *Journal of Marketing Research*, 18 (November), 416-427; Friedman, Hershey H., Philip E. Weingaten, Linda W. Friedman, and Ralph Gallay (1982), “The Effects of Various Price Markdowns on Consumers’ Ratings of a New Product,” *Journal of the Academy of Marketing Science*, 10(Fall), 432-437; Inman, J. Jeffrey, Leigh McAlister, and Wayne Hoyer (1990), “Promotion Signal: Proxy for a Price Cut?” *Journal of Public Policy & Marketing*, 7, 1-10; Keiser, Stephen K. and James R. Krum (1976), “Consumer Perceptions of Retail Advertising With Overstated Price Savings,” *Journal of Retailing*, 52 (Fall), 27-36; Urbany Joel E., William O. Bearden, and Dan C. Weilbaker (1988) “The Effect of Plausible and Exaggerated Reference Prices on Consumer Perceptions and Price Search,” *Journal of Consumer Research*, 15 (June), 95-110; Varadarajan, P. Rajan (1986), “Consumers’ Behavioral Responses to Coupon Price Promotions: An Empirical Inquiry,” in *AMA Educators’ Proceedings*, Terence A. Shimp et al., eds. Chicago, Ill.: American Marketing Association, 52, 211.

- (b) If the reference price is not truthful, a consumer may be encouraged to purchase as a result of a false sense of value. In this situation the advertisement is no longer informative but deceptive. In fact, empirical studies indicate that as discount size increases, consumers’ perceptions of value and their willingness to buy the product increases, while their intention to search for a lower price decreases. See Berkowitz, Eric N. and John R. Walton (1980), “Contextual Influences on Consumer Price Responses: An Experimental Analysis,” *Journal of Marketing Research*, 17 (August), 349-358; Burton, Scot and Donald R. Lichtenstein (1988), “The Effect of Ad Claims and Ad Context on Attitude Toward the Advertisement,” *Journal of Advertising*, 17(1), 3-11; Chapman, Joseph D. (1987), “The Impact of Discounts on Subjective Product Evaluations,” Ph.D. diss., Virginia Polytechnic Institute and State University, Blacksburg, VA; Della Bitta, Albert J., Kent B. Monroe, and John M. McGinnis (1981), “Consumer Perceptions of Comparative Price Advertisements,” *Journal of Marketing Research*, 18 (November), 416-427; Friedman, Hershey H., Philip E. Weingaten, Linda W. Friedman, and Ralph Gallay (1982), “The Effects of Various Price Markdowns on Consumers’ Ratings of a New Product,” *Journal of the Academy of Marketing Science*, 10(Fall), 432-437; Oglesby, Bobbie D. (1984), “Price and Semantic Cues’ Effect on Perceived Quality and Attitude,” *Marketing Comes of Age*, David M. Klein and Allen E. Smith, eds. Boca Raton, Fla.: Southern Marketing Association, 308-312; Raju, P.S.

and Manoj Hastak (1983), “Pre-Trial Cognitive Effects of Cents-Off Coupons,” *Journal of Advertising*, 12 (2), 24-33.

(c) There is an incentive for outlet stores to advertise inflated reference prices. Because retailers are not required by law to include a reference price on a hang tag, they affirmatively choose to include this information due to its effect on consumers. The retailer’s motivation for using false reference prices is obvious: retailers knowingly use false reference prices to make consumers believe that they are getting a better deal than they actually are getting.

(d) Regarding language often used by advertisers, research indicates that “‘Former Price’ is another semantic phrase that, in order to be informative, requires more specific information.” *Consumers’ Interpretations of the Semantic Phrases Found in Reference Price Advertisements*, Compeau, Lindsey-Mullikin, Grewal and Petty, *The Journal of Consumer Affairs*, Volume 31, Issue 1, pages 178-187, Summer 2004. Additionally, “It seems that to be informative, the seller should provide an explanation to the consumer as to how the Reference Price prices were determined.” *Id.*

(e) Additionally, “both consumers and retail employees [report] that [a] ‘Former Price’ phrase refers to prices found in a ‘regular price’ department store.” *Id.* at 184.

33. Tying the empirical research conducted by Compeau and others with evidence of Columbia’s false Reference Prices demonstrates that Columbia acted to deceive reasonable consumers, including Plaintiffs, into believing the Reference Price is the original price at which Columbia or other mainline retailers previously sold the same merchandise.

Plaintiffs’ Purchases

34. On July 26, 2015, Plaintiffs entered the Columbia Outlet store located in Vacaville, California. They observed that merchandise was advertised with price tags denoting the Reference Price and the sales sticker price tag, which represented a significant savings. Enticed by the idea of paying significantly less than the Reference Price charged outside of the Columbia Outlet store, Plaintiffs were induced to purchase one pair of Women’s Shorts with a Reference Price of \$30.00 and an actual price of \$14.97.

1 35. When they purchased the shorts for the \$14.97 instead of the Reference
2 Price of \$30.00, Plaintiffs believed that they saved approximately 50% on their
3 purchase. Plaintiffs understood the Reference Price to be a true former price of the
4 item, as sold at a mainline Columbia store or other non-outlet retailer. The price tag
5 also advertised an additional markdown. Plaintiffs understood that one cannot truly
6 “save” off anything other than a true former price on the identical product. They relied
7 on these false comparisons, which caused them to purchase the shorts.

8 36. On the same date, Plaintiffs purchased five¹ other Columbia Outlet
9 Products at the Columbia Outlet store, again enticed by the idea of paying
10 significantly less than the Reference Price charged outside of Columbia Outlet.

11 37. Plaintiffs did not understand the Reference Price to indicate only a
12 comparison to a non-identical product because the price tag did not specify that the
13 purported savings were in relation to a different product, nor did the price tag specify
14 what that different product might have been.

15 38. Plaintiffs specifically selected certain products over other products
16 because the price tags represented price savings expressed as the difference between
17 the Reference Price and the actual price.

18 39. Plaintiffs would not have purchased the products, or would not have paid
19 the price they did, if they had known they were not truly receiving the savings off a
20 true former price, as they were led to believe.

21 40. In reality, Columbia never intended to, nor did it ever, sell the items
22 Plaintiffs purchased at the represented Reference Prices, thus inflating the Plaintiffs’
23 conception of their savings.

24 41. Despite the Reference Price scheme used at Columbia Outlet stores,
25 Plaintiffs would purchase Columbia Outlet Products in the future from Columbia
26

27 ¹ Plaintiffs’ other Columbia Outlet Products purchases were: (1) #CS022M “MoistureCo” (2)
28 #CS247M “MerinoTravel” (3) #CS184M “TrailRunning” (4) #1537701 “Sunshine Bo” and (5)
#1637321 “Outdoorent.”

1 Outlet stores and/or other retail establishments, if price tags accurately reflect
 2 “former” prices and discounts. If the Court were to issue an injunction ordering
 3 Columbia to comply with California’s comparative price advertising laws, and
 4 prohibiting Columbia’s use of the deceptive practices discussed herein, the Plaintiffs
 5 would likely shop for Columbia Outlet Products again in the near future at Columbia
 6 Outlet stores.

7 42. As alleged above, Plaintiffs saw the Reference Prices on the Outlet
 8 Products they purchased and believed that the Reference Prices meant that the Outlet
 9 Products they bought were previously sold at the higher Reference Prices.

10 43. Plaintiffs would not have purchased the Columbia Outlet items but for
 11 the Reference Price representation, or would have paid less for them.

12 44. Plaintiffs’ and class members’ reliance on Columbia’s false price
 13 comparison advertising was inherently reasonable. In fact, empirical marketing studies
 14 establish beyond cavil that customers do indeed reasonably rely on such comparative
 15 price advertising, which provides an incentive for retailers to engage in this false and
 16 fraudulent behavior.

17 45. Consumer behavior expert, Dr. Compeau, has conducted research that
 18 shows, *inter alia*, that consumers do rely on false reference pricing in making
 19 purchasing decisions because they think that they are getting a great value:

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

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

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

Id. at 55, 56.

CLASS ALLEGATIONS

46. Plaintiffs incorporate and reallege by reference each and every allegation contained in the preceding paragraphs as if set forth herein in full.

47. Plaintiffs bring this action on behalf of themselves and the members of the proposed Class. The proposed Class consists of:

All individuals residing in the State of California who, within the applicable statute of limitations preceding the filing of this action and going forward from the date of this Complaint, purchased an Outlet Product with a price tag bearing a Reference Price.

48. Excluded from the Class are Columbia, its parents, subsidiaries, affiliates, officers and directors, any entity in which Columbia has a controlling interest, all customers who make a timely election to be excluded, governmental entities, and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

49. The members of the Class are so numerous that joinder is impractical. The Class consists of thousands of members, the precise number which is within the knowledge of and can be ascertained only by resort to Columbia's records.

50. There are numerous questions of law and fact common to the Class which predominate over any questions affecting only individual members of the Class. Among the questions of law and fact common to the Class are:

(a) Whether, during the Class Period, Columbia used false price representations and falsely advertised price discounts on Columbia Outlet

1 Products;

2 (b) Whether Columbia intended its Reference Price to be synonymous with
3 item's former, regular, or original price;

4 (c) Whether, during the Class Period, the Reference Prices advertised by
5 Columbia were the prevailing market prices for the associated Outlet
6 Products during the three-month period preceding the dissemination
7 and/or publication of the advertised Reference Prices;

8 (d) Whether Columbia's use of false or deceptive price advertising
9 constituted false advertising under California Law;

10 (e) Whether Columbia engaged in unfair, unlawful and/or fraudulent
11 business practices under California law;

12 (f) Whether Columbia misrepresented and/or failed to disclose material facts
13 about its product pricing and discounts.

14 (g) Whether Columbia made false or misleading statements of fact
15 concerning the reasons for, existence of, or amounts of price reductions;

16 (h) Whether Columbia's conduct, as alleged herein, was intentional and
17 knowing;

18 (i) Whether Class members are entitled to damages and/or restitution, and in
19 what amount;

20 (j) Whether Columbia is likely to continue using false, misleading or illegal
21 price comparisons such that an injunction is necessary; and

22 (k) Whether Plaintiffs and Class members are entitled to an award of
23 reasonable attorneys' fees, pre-judgment interest, and costs of suit.

24 51. Plaintiffs' claims are typical of the claims of the members of the Class
25 and, like all members of the Class, purchased goods from a Columbia Outlet store that
26 conveyed a false Reference Price and a fictitious discount. Accordingly, the
27 Stathakoses have no interests antagonistic to the interests of any other member of the
28 Class.

misleading” advertising. Business & Professions Code § 17200.

58. A business act or practice is “unfair” under the UCL if the reasons, justifications and motives of the alleged wrongdoer are outweighed by the gravity of the harm to the alleged victims.

59. Columbia has violated the “unfair” prong of the UCL by representing a false Reference Price and corresponding percentage discount price for Columbia Outlet Products. As a result, the inflated Reference Price was nothing more than a false, misleading, and deceptive price included to create the illusion of a discount.

60. The acts and practices alleged herein are unfair because they caused Plaintiffs, and reasonable consumers like them, to falsely believe that Columbia Outlet is offering value, discounts or bargains from the prevailing market worth of the products sold that did not, in fact, exist. Columbia intended and intends for Plaintiffs and Class members to equate the Reference Price with a higher original price. As a result, purchasers, including Plaintiffs, reasonably perceived that they were receiving products that regularly sold in the non-outlet retail marketplace at substantially higher prices (and were, therefore, worth more) than what they paid. This perception has induced reasonable purchasers, including Plaintiffs, to buy Columbia Outlet Products, which they otherwise would not have purchased or to pay more for them than they would have paid had they known their true value.

61. The gravity of the harm to members of the Class resulting from these unfair acts and practices is outweighed any conceivable reasons, justifications and/or motives of Columbia Outlet for engaging in such deceptive acts and practices. By committing the acts and practices alleged above, Columbia engages in unfair business practices within the meaning of California Business & Professions Code §§ 17200, et seq.

62. Through its unfair acts and practices, Columbia has improperly obtained money from Plaintiffs and the Class. As such, Plaintiffs request that this court cause Columbia to restore this money to Plaintiffs and all Class members, and to enjoin

1 Columbia from continuing to violate the UCL as discussed herein and/or from
 2 violating the UCL in the future. Otherwise, Plaintiffs and the Class may be irreparably
 3 harmed and/or denied an effective and complete remedy if such an order is not
 4 granted.

5 **COUNT II**

6 **(Violation of the “Fraudulent” Prong of the UCL)**

7 63. Plaintiffs incorporate and reallege by reference paragraphs 1-62 as if
 8 fully set forth herein.

9 64. The UCL defines unfair business competition to include any “unlawful,
 10 unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or
 11 misleading” advertising. Cal. Bus. & Pro. Code § 17200.

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

14 66. The price tags on the Columbia Outlet Products and advertising materials
 15 containing false reference prices were fraudulent within the meaning of the UCL
 16 because they deceived Plaintiffs, and were likely to deceive members of the Class,
 17 into believing that Columbia was offering value, discounts or bargains at Columbia
 18 Outlet stores from the prevailing market value or worth of the products sold that did
 19 not, in fact, exist.

20 67. Columbia deceived consumers into believing that it was offering value,
 21 discounts or bargains at Columbia Outlet stores from the prevailing market value or
 22 worth of the Columbia Outlet products sold that did not, in fact, exist. Columbia
 23 intended and intends for Plaintiffs and Class members to equate the Reference Price
 24 with a higher original price.

25 68. As a result, purchasers, including Plaintiffs, reasonably perceived that
 26 they were receiving products that regularly sold in the non-outlet retail marketplace at
 27 substantially higher prices (and were, therefore, worth more) than what they paid.
 28 This perception induced reasonable purchasers, including Plaintiffs, to buy Columbia

1 Outlet Products, which they otherwise would not have purchased or to pay more for
2 them than they would have paid had they known their true value.

3 69. Columbia's acts and practices as described herein have deceived
4 Plaintiffs and were highly likely to deceive members of the consuming public.
5 Specifically, in deciding to purchase Columbia Outlet Products, Plaintiffs relied on
6 Columbia's misleading and deceptive Reference Prices and discounted prices. Each of
7 these factors played a substantial role in Plaintiffs' decision to purchase the Outlet
8 Products, and Plaintiffs would not have purchased those items in the absence of
9 Columbia's misrepresentations or would have paid less for them. Accordingly,
10 Plaintiffs suffered monetary loss as a direct result of Columbia's pricing practices
11 described herein.

12 70. As a result of the conduct described above, Columbia has been unjustly
13 enriched at the expense of Plaintiffs and members of the proposed Class. Specifically,
14 Columbia has been unjustly enriched by obtaining revenues and profits that it would
15 not otherwise have obtained absent its false, misleading and deceptive conduct.

16 71. Through its unfair acts and practices, Columbia has improperly obtained
17 money from Plaintiffs and the Class. As such, Plaintiffs request that this court cause
18 Columbia to restore this money to Plaintiffs and all Class members, and to enjoin
19 Columbia from continuing to violate the UCL as discussed herein and/or from
20 violating the UCL in the future. Otherwise, Plaintiffs and the Class may be irreparably
21 harmed and/or denied an effective and complete remedy if such an order is not
22 granted.

23 **COUNT III**

24 **(Violation of the "Unlawful" Prong of the UCL)**

25 72. Plaintiffs incorporate and reallege by reference paragraphs 1-71 as if
26 fully set forth herein.

27 73. The UCL defines unfair business competition to include any "unlawful,
28 unfair or fraudulent" act or practice, as well as any "unfair, deceptive, untrue or

misleading” advertising. Business & Professions Code § 17200.

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

75. California statutory and regulatory law also expressly prohibits false former pricing schemes. Business & Professions Code § 17501, entitled “Value determinations; Former price advertisements,” states:

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

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

(Emphasis added).

76. Civil Code § 1770, subsection (a)(9), prohibits a business from “[a]dvertising goods or services with intent not to sell them as advertised,” and subsection (a)(13) prohibits a business from “[m]aking false or misleading statements of fact concerning reasons for, existence of, or amounts of price reductions.”

77. Columbia also violated and continues to violate Business & Professions Code § 17501, and Civil Code § 1770, sections (a)(9) and (a)(13) by advertising false discounts from purported former prices that were, in fact, not the prevailing market prices within three months next preceding the publication and dissemination of advertisements containing the false former prices.

78. The FTCA prohibits “unfair or deceptive acts or practices in or affecting commerce” and specifically prohibits false advertisements. (15 U.S.C. § 45(a)(1) and 15 U.S.C. § 52(a)). The FTC has established guidelines which prohibit false pricing schemes, similar to Columbia’s Reference Price scheme in material respects, as

1 deceptive practices that would violate the FTCA:

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

15 16 C.F.R. § 233.1.

16 79. Columbia's use of and reference to a materially false Reference Price in
17 connection with its marketing and advertisements concerning the Columbia Outlet
18 Products violated and continues to violate the FTCA, 15 U.S.C. § 45(a)(1) and 15
19 U.S.C. § 52(a), as well as FTC Guidelines published at 16 C.F.R. § 233.

20 80. As a result of the conduct described above, Columbia has been unjustly
21 enriched at the expense of Plaintiffs and members of the proposed Class. Specifically,
22 Columbia has been unjustly enriched by obtaining revenues and profits that it would
23 not otherwise have obtained absent its false, misleading and deceptive conduct.

24 81. Through its unlawful acts and practices, Columbia has improperly
25 obtained money from Plaintiffs and the Class. As such, Plaintiffs request that this
26 court cause Columbia to restore this money to Plaintiffs and all Class members, and to
27 enjoin Columbia from continuing to violate the UCL as discussed herein and/or from
28 violating the UCL in the future. Otherwise, Plaintiffs and the Class may be irreparably
harmed and/or denied an effective and complete remedy if such an order is not
granted.

COUNT IV

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

82. Plaintiffs incorporate and reallege by reference paragraphs 1-81 as if fully set forth herein.

83. California's Business and Professions Code §§ 17500, *et seq.* prohibits unfair, deceptive, untrue, or misleading advertising, including, but not limited to, false statements as to worth, value, and former price.

84. Columbia's practice of including a false Reference Price on price tags on Columbia Outlet Products was an unfair, deceptive and misleading advertising practice because it gave the false impression that the Columbia Outlet Products were regularly sold in the non-outlet retail marketplace at substantially higher prices (and were, therefore, worth more) than they actually were. In fact, Outlet Products that were made exclusively for sale in Columbia Outlet stores were never sold at the Reference Price under any circumstances.

85. Through its unfair acts and practices, Columbia has improperly obtained money from Plaintiffs and the Class. As such, Plaintiffs request that this court cause Columbia to restore this money to Plaintiffs and all Class members, and to enjoin Columbia from continuing to violate the FAL as discussed herein and/or from violating the FAL in the future. Otherwise, Plaintiffs and the Class may be irreparably harmed and/or denied an effective and complete remedy if such an order is not granted.

COUNT V

**(Violation of the Consumers Legal Remedies Act,
California Civil Code Sections 1750, *et seq.*)**

86. Plaintiffs incorporate and reallege by reference paragraphs 1-85 as if fully set forth herein.

87. This cause of action is brought pursuant to the CLRA.

1 88. The Stathakoses and each member of the proposed class are “consumers”
2 within the meaning of California Civil Code § 1761(d).

3 89. Columbia’s selling of Columbia Outlet Products to the Stathakoses and
4 the Class were “transactions” within the meaning of California Civil Code § 1761(e).
5 The Columbia Outlet Products purchased by the Stathakoses and the Class are
6 “goods” within the meaning of Civil Code §1761(a).

7 90. As described herein, Columbia violated the CLRA by falsely
8 representing the nature, existence and amount of price discounts by fabricating an
9 inflated Reference Price and including that Reference Price on the price tag for Outlet
10 Products. Such a pricing scheme is in violation of Civ. Code § 1770, subsection (a)(9)
11 (“[a]dvertising goods or services with intent not to sell them as advertised”) and
12 subsection (a)(13) (“[m]aking false or misleading statements of fact concerning
13 reasons for, existence of, or amounts of price reductions”).

14 91. The Stathakoses relied on Columbia’s false representations in deciding to
15 purchase Columbia Outlet Products. The Stathakoses would not have purchased
16 Columbia Outlet Products or would have paid less for them absent Columbia’s
17 unlawful conduct.

18 92. Pursuant to Cal. Civ. Code § 1780(a), on November 16, 2015, counsel for
19 Plaintiffs provided proper notice of their intent to pursue claims under the CLRA and
20 an opportunity to cure to Defendants via certified mail to the store where the purchase
21 occurred at Columbia Sportswear, Vacaville Outlet, #311B, 321 Nut Tree Road,
22 Vacaville, California 95687. The domestic return receipt indicates the letter was
23 delivered and signed-for on November 19, 2015 by Lucas Craft. A copy of the letter
24 was also sent certified to Columbia’s headquarters in Oregon which was signed-for by
25 Jeanne White on November 20th. Colombia responded to the CLRA letter denying all
26 of the allegations therein. True and correct copies of the November 16, 2015 notice
27 letter and the related return receipts are attached hereto as Exhibit 1.

28 93. Plaintiffs request this Court enjoin Columbia from continuing to violate

1 the CLRA as alleged herein in the future and to order restitution to Plaintiff and each
 2 member of the proposed class. Otherwise, Plaintiffs, the Class and members of the
 3 general public may be irreparably harmed and/or denied effective and complete
 4 remedy if such an order is not granted.

5 94. To date, Defendant has taken no action to remedy its unlawful reference
 6 pricing scheme or otherwise address the CLRA violations and associated harm
 7 Plaintiffs outlined in their notice letter. Thus, Plaintiffs hereby amend their complaint
 8 pursuant to Cal. Civ. Code § 1782(b) and (d) to seek actual and punitive damages, in
 9 addition to restitution, injunctive relief, and any other relief the Court deems proper.

10 95. Plaintiffs' affidavits stating facts showing that venue in this District is
 11 proper pursuant to Cal. Civ. Code § 1780(c) are attached hereto as Exhibit 2.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs, Jeanne and Nicolas Stathakos, and the members of
 14 the Class demand a jury trial on all claims so triable and judgment against Defendants,
 15 as follows:

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

19 B. A judgment awarding Plaintiffs and all members of the Class restitution
 20 and/or other equitable relief, including, without limitation, restitutionary disgorgement
 21 of all profits and unjust enrichment that Columbia obtained from Plaintiffs and the
 22 Class as a result of its unlawful, unfair and fraudulent business practices described
 23 herein;

24 C. An order enjoining Columbia from continuing to violate the UCL, False
 25 Advertising Law and CLRA as described herein;

26 D. A judgment awarding actual and punitive damages to Plaintiffs and the
 27 Class in an amount to be determined at trial;

28 E. A judgment awarding the Stathakoses their costs of suit; including

1 reasonable attorneys' fees pursuant to California Civil Code § 1780(d), Code of Civil
2 Procedure § 1021.5 and as otherwise permitted by statute; and pre and post-judgment
3 interest; and

4 F. Such other and further relief as may be deemed necessary or appropriate.
5

6 **JURY TRIAL DEMANDED**

7 Plaintiffs demand a jury trial on all triable issues.
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Dated: March 7, 2016 By: /s/ Kristen Law Sagafi

Kristen Law Sagafi
Attorneys for Plaintiff

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Exhibit 1

LAW OFFICES OF
WAYNE KREGER, P.A.

EMAIL: WAYNE@KREGERLAW.COM
Also admitted in NY & DC

100 WILSHIRE BLVD., SUITE 940
SANTA MONICA, CALIFORNIA 90401
Telephone: (310) 917-1083
Facsimile: (310) 917-1001

303 FIFTH AVENUE, SUITE 1201
New York, New York 10016
Telephone: (212) 956-2136
Facsimile: (212) 956-2137

Respond to: Santa Monica Office

November 16, 2015

VIA CERTIFIED MAIL

Columbia Sportswear Company
Vacaville Outlet #311-B
321 Nut Tree Road
Vacaville, California 95687

Re: *Stathakos v. Columbia Sportswear Company et. al.*, Case No. 15-CV-4543
United States District Court – Northern District of California
Violation of the California Consumer Legal Remedies Act
(California Civil Code section 1750 et seq.)

To Whom It May Concern:

Columbia Sportswear Company and Columbia Sportswear USA Corporation (“Columbia”) are hereby notified that during the period October 2, 2009 through the present (the “Class Period”), Columbia has violated and continues to violate the provisions of the California Consumer Legal Remedies Act (*Civil Code* § 1750, et seq.) (the “CLRA”) with respect to the advertising and labeling of merchandise sold in its Columbia Outlet stores.

Columbia’s false and deceptive advertising and marketing of its Columbia Outlet merchandise has affected Jeanne and Nicolas Stathakos and thousands of California consumers (the “Plaintiff Class”), as they have entered into transactions and expended money based upon the false and misleading claims contained on Columbia’s advertising and labeling of its outlet merchandise. Specifically, Columbia represented—on the price tags of its Columbia Outlet Products—false former prices that were artificial, arbitrary and did not represent a bona fide price at which Columbia formerly sold Columbia Outlet Products. Nor were the advertised false former prices prevailing market retail prices within three months immediately preceding the publication of the advertised former prices, as required by California law.

These false and misleading claims are set forth in the attached first amended complaint which is incorporated herein and made a part of this letter.

In short, Columbia, in connection with its advertising and marketing of the Merchandise has violated *Business & Professions Code* § 17501, entitled “*Value determinations; Former price advertisements*,” which provides:

No price shall be advertised as a former price of any advertised thing, unless the alleged former price was the prevailing market price as above defined within three months next immediately preceding the publication of the advertisement or unless the date

Columbia Sportswear Company
November 16, 2015
Page 2

when the alleged former price did prevail is clearly, exactly and conspicuously stated in the advertisement.

Demand is hereby made that Columbia agree, within 30 days of receipt of this Notice to do and complete the following:

1. Removal and Recall of all Columbia Outlet Merchandise

Agree to remove all Columbia Outlet merchandise containing false former prices that were artificial, arbitrary and did not represent a bona fide price at which Columbia formerly sold Columbia Outlet Products. In addition, on behalf of Plaintiff and the Plaintiff Class, we request that Columbia institute a recall program, to be approved and supervised by us, as counsel to Plaintiff and the Plaintiff Class, of all merchandise containing false former prices described above.

2. Corrective Advertising

Provide for a six-month, nationwide advertising campaign that fully discloses to consumers, among other things, that the outlet merchandise contained false and arbitrary false former prices. The campaign shall be subject to our review and approval, as counsel for the Plaintiff Class.

3. Restitution to the Plaintiff Class

Offer the Plaintiff Class restitution, in an amount to be discussed and agreed to, which shall take into consideration the false and misleading claims, and the advertising related thereto. The restitution will need to be paid through a consumer fund, in an amount to be discussed and agreed to by Plaintiffs and Columbia. Of course, this would be subject to our review, as class counsel, of appropriate financial information related to the sales of all such merchandise.

The restitutionary component of this case would be in addition to Columbia providing for payment of all costs (including costs of notice and administration of the fund) and reasonable attorneys fees. If you would like discuss this matter in more detail, or if Columbia elects to comply with this notice and demand, please contact me immediately. Please be advised that if we do not hear from you by December 16, 2015, we will proceed accordingly.


Sincerely,

LAW OFFICES OF WAYNE KREGER, P.A.

Wayne S. Kreger

WAYNE S. KREGER

cc: Columbia Sportswear Company & Columbia Sportswear USA Corporation,
14375 NW Science Park Drive, Portland, OR 97229
Enclosure (first amended complaint)

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Columbia Sportswear Vacaville Outlet #311-B 321 Nut Tree Road Vacaville, CA 95687</p>  <p>9590 9403 0581 5183 5005 97</p> <p>2. Article Number (Transfer from service label)</p> <p>7015 1730 0002 2434 7204</p>		<p>A. Signature</p> <p>X <i>Lucas Craft</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>Lucas Craft 11/19/15</p> <p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p>Restricted Delivery</p>	
PS Form 3811, April 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

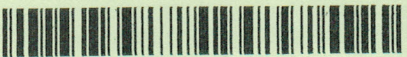
SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Columbia Sportswear USA Corp. 14375 NW Science Park Drive Portland, OR 97229</p>  <p>9590 9403 0581 5183 5005 80</p> <p>2. Article Number (Transfer from service label)</p> <p>7015 1730 0002 2434 7211</p>		<p>A. Signature</p> <p>X <i>Seamie White</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>Seamie White 11/20</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p>Restricted Delivery</p>	
PS Form 3811, April 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

Exhibit 2

Kristen Law Sagafi (Cal. Bar No. 222249)
Martin D. Quiñones (Cal. Bar No. 293318)
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Attorneys for Plaintiff and proposed Class Members

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

JEANNE and NICOLAS STATHAKOS,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

COLUMBIA SPORTSWEAR COMPANY;
COLUMBIA SPORTSWEAR USA
CORPORATION,

Defendants.

Case No. 15-cv-04543-YRG

**DECLARATION OF JEANNE
STATHAKOS**

1 I, Jeanne Stathakos, declare as follows:

2 1. I am a named plaintiff in the above-captioned litigation.

3 2. I have personal knowledge of the matters set forth below except to those matters
4 stated herein which are based on information and belief, which matters I believe to be true.


5 3. If called as a witness I could and would competently testify to the matters included
6 herein.

7 4. My husband and I reside in Oakland, CA in the County of Alameda.

8 5. My husband and I purchased six items at the Columbia Outlet store located in
9 Vacaville, CA on or about July 26, 2015.

10 6. I am informed and believe that venue is proper in this Court under California Civil
11 Code § 1780(c) because I reside in this District and Defendants Columbia Sportswear Company
12 and Columbia Sportswear USA Corporation conduct business in this District.

13 I declare under penalty of perjury under the laws of California and the United States that
14 the foregoing is true and correct and that this declaration was executed on February 29, 2016 in
15 Oakland, California.

16 By: 
17 Jeanne Stathakos

1 Kristen Law Sagafi (Cal. Bar No. 222249)
2 Martin D. Quiñones (Cal. Bar No. 293318)
3 **TYCKO & ZAVAREEI LLP**
4 483 Ninth Street, Suite 200
5 Oakland, CA 94607
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9 E-mail: mquinones@tzlegal.com

10 *Attorneys for Plaintiff and proposed Class Members*

11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA
13 OAKLAND DIVISION

14 JEANNE and NICOLAS STATHAKOS,
15 individually and on behalf of all others
16 similarly situated,

17 Plaintiffs,

18 vs.

19 COLUMBIA SPORTSWEAR COMPANY;
20 COLUMBIA SPORTSWEAR USA
21 CORPORATION,

22 Defendants.

Case No. 15-cv-04543-YRG

**DECLARATION OF NICOLAS
STATHAKOS**

1 I, Nicolas Stathakos, declare as follows:

2 1. I am a named plaintiff in the above-captioned litigation.

3 2. I have personal knowledge of the matters set forth below except to those matters
4 stated herein which are based on information and belief, which matters I believe to be true.

5 3. If called as a witness I could and would competently testify to the matters included
6 herein.

7 4. My wife, Jeanne, and I reside in Oakland, CA in the County of Alameda.

8 5. My wife and I purchased six items at the Columbia Outlet store located in
9 Vacaville, CA on or about July 26, 2015.

10 6. I am informed and believe that venue is proper in this Court under California Civil
11 Code § 1780(c) because I reside in this District and Defendants Columbia Sportswear Company
12 and Columbia Sportswear USA Corporation conduct business in this District.

13 I declare under penalty of perjury under the laws of California and the United States that
14 the foregoing is true and correct and that this declaration was executed on February 29, 2016 in
15 Oakland, California.

16 By: Nicolas Stathakos
17 Nicolas Stathakos
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